REQUEST FOR PROPOSALS

For Selection of Vendor(s) to Provide

Operation and Management of Campus

Food Services

RFP No. FS-VC-110426

Prepared by: Mindi Flynn
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Vernon College
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Vernon, TX 76384
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KEY DATES SCHEDULE

PROJECT NAME:	Campus Food Services
SCOPE OF WORK:	Operation and Management of Campus Food Services
ISSUANCE OF RFP:	**November 05, 2026**
OPTIONAL SITE VISIT:	**November 20, 2026 10:00am**
BID SUBMISSION DEADLINE:	**January 14, 2027 4:00 pm**
DELIVERY LOCATION:	Vernon College Attn: Mindi Flynn 4400 College Drive Vernon, TX 76384
TERM OF SERVICE/PROJECT:	Five (5) year term from June 1, 2027 through May 31, 2032 with one year renewal terms following, at Vernon College's option.

NOTICE: ALL QUESTIONS RELATED TO THIS RFP ARE TO BE DIRECTED TO Mindi Flynn AT mflynn@vernoncollege.edu. NO PHONE CALLS WILL BE ACCEPTED.

REQUEST FOR PROPOSALS

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SECTION 1
INTRODUCTION

1.1 Description of Vernon College

Vernon College ("**VC**" or the "**College**") is a public community college in North Texas. VC provides educational opportunities in workforce training, academics, technical fields, adult basic education, and personal development. VC is accredited to award associate degrees and certificates by the Commission on Colleges of the Southern Association of Colleges and Schools.

Vernon College's web page is located at https://www.vernoncolleg.edu

1.2 Objective of this Request for Proposals

The intention of this Request for Proposal ("**RFP**") is to solicit offers for the operation and management of campus food services at VC from qualified vendors (the "**Services**"). The Services are more specifically described in **Section 5.3, Scope of Work Requirements.**

VC is accepting sealed proposals for the following:

Operation and management of campus food services

TIMELINE

Release RFP:	November 5, 2026
Optional site visit:	November 20, 2026 10:00 am
Bid Submission Deadline Date:	January 14, 2027 4:00 pm
Bid Opening Date:	January 14, 2027 4:00 pm

To be considered a responsive offer, vendors are required to submit an executed original of their proposal, proposal sheets and any other requested/required information in a sealed envelope.

Please submit two (2) complete copies, as described in Section 3.1.

The Proposal packet can be mailed, delivered by courier as well as hand-delivered to:

Vernon College
Attn: Mindi Flynn
Business Office
4400 College Drive
Vernon, TX 76384

All information contained in this RFP is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, and verification of all

information herein shall rest solely with those making proposals. Neither the College nor its representatives shall be responsible for any error or omission in this RFP.

1.3 Contract and Service Agreement

Contractor, if any, will be required to enter into a contract with VC to include the following.

Time for Commencement and Completion.

The term of any contract resulting from this RFP will be for a five (5) year term from June 1, 2027 through May 31, 2032. VC may renew the Agreement for one year terms giving Contractor written notice at least one hundred eighty (180) days before the initial term expires.

Indemnification.

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY VC, AND HOLD HARMLESS VC, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY MALPRACTICE, NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY.

Insurance.

Contractor, consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as VC may require:

Workers Compensation Insurance with statutory limits, and Employer's Liability.
Policy must include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property

damage. Contractor's Risk Management will issue a letter naming VC as an insured for liability purposes.

Business Automobile Liability Insurance covering all owned, hired, and non-owned vehicles used in connection with the Services.

Contractor will deliver to VC:

Evidence satisfactory to VC in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to VC in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed and name VC as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of VC. All policies, with the exception of Workers' Compensation and Employer's Liability, will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to VC.

Contractor will be responsible for providing to VC immediate notice of its receipt of a notice of cancellation, termination, material change, or non- renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the notice received by the Contractor to the VC within two business days or by endorsement of the policy to require notice to the VC to be provided by the insurer.

The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance and Business Automobile Liability Insurance will be kept in force for the term of this Agreement; and

Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance will be kept in force for the term of this Agreement.

Miscellaneous

Assignment and Subcontracting - This Agreement is a personal service contract for the services of Contractor. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without VC's prior written consent, and any attempt to do so will (a) not be binding on VC; and (b) be a breach of this Agreement. The benefits and burdens of this Agreement are assignable by VC.

Franchise Tax Certification - If Contractor is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the

payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

Taxes - Contractor will pay when due all taxes or assessments applicable to Contractor. Contractor will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

Equal Opportunity - Pursuant to Applicable Laws, Contractor represents and warrants that it is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.

Compliance with Law - Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations, the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Vernon College. Contractor understands that Contractor is ineligible to receive a contract award with Vernon College if Contractor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). When federal funds are expended by VC pursuant to this Agreement, Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Contractor further certifies that it will comply with all required certifications in the New Vendor Packet, attached as and incorporated by reference herein as **Section 10 of APPENDIX ONE.**

For the entire duration of this Contract, Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Contractor must comply with all state and local building code requirements unless otherwise specifically provided in VC's Purchase Order, and Contractor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by VC, Vendor shall furnish VC with satisfactory proof of Contractor's compliance with this provision.

Changes to the Agreement; Modifications - This Agreement and each of its provisions will be binding upon the parties and may not be modified, waived or amended unless mutually agreed to in writing by the persons who executed this Agreement or their replacements or designees.

Loss of Funding - Performance by VC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature ("the Legislature") and allocation of funds by VC. If the Legislature fails to appropriate or allot the necessary funds, or VC fails to allocate the necessary funds, then VC will issue written notice to Contractor and VC may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of VC.

Entire Agreement - This Agreement, the procurement solicitation issued by VC, and Contractor's proposal submitted in response to VC's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by VC or Contractor's proposal submitted in response to VC's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by VC and Contractor's proposal submitted in response to VC's procurement solicitation, VC's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

Force Majeure – The performance of either party's obligations will be suspended to the extent and for the length of time that the party is prevented from performing due to acts of nature, fires, governmental actions, changes in the Service requirements which directly contribute to a delay, or other events beyond its reasonable control. In the event of any occurrence that a party considers to be the cause of a delay or failure of performance, the party affected shall promptly notify the other party.

Captions - The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

Venue; Governing Law – Wilbarger County, Texas, will be the mandatory place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Waivers - No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to bea waiver of any

right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

Confidentiality and Safeguarding of VC Records; Press Releases; Public Information - Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of VC, or (3) have access to, records or record systems (collectively, "VC Records"). Among other things, VC Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102), the Texas Identity Theft Enforcement and Protection Act ("ITEPA"), and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If VC Records are subject to FERPA, (1) VC designates Contractor as a VC official with a legitimate educational interest in VC Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from VC Records will result in Contractor's exclusion from eligibility to contract with VC for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold VC Records in strict confidence and will not use or disclose VC Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by VC in writing; (2) safeguard VC Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that VC Records are safeguarded and the confidentiality of VC Records is maintained in accordance with all Applicable Laws, including FERPA, ITEPA and the Gramm-Leach-Bliley Act, and the terms of this Agreement; and (4) comply with VC's rules, policies, and procedures regarding access to and use of VC's computer systems. At the request of VC, Contractor agrees to provide VC with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of VC Records.

Notice of Impermissible Use - If an impermissible use or disclosure of any VC Records occurs, Contractor will provide written notice to VC within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide VC with all information requested by VC regarding the impermissible use or disclosure.

Return of VC Records - Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all VC Records created or received from or on behalf of VC will be (1) returned to VC, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any VC Records, Contractor will provide VC with written notice of Contractor's intent to destroy VC Records. Within five (5) days after destruction, Contractor will confirm to VC in writing the destruction of VC Records. Any such destruction will be done in compliance with the requirements of ITEPA or the Gramm-Leach-Bliley Act.

Disclosure - If Contractor discloses any VC Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

Press Releases - Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of VC in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of VC.

Termination - This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of VC and Contractor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Contractor, VC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of VC. VC further reserves the right to terminate the Agreement immediately in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. VC also reserves the right to terminate the Agreement immediately, with written notice to Contractor, if VC believes, in its sole discretion, that it is in the best interest of VC to do so. Contractor agrees that VC shall not be liable for damages in the event that VC declares Contractor to be in default or breach of this Agreement and/or the procurement solicitation. Contractor further agrees that upon termination of the Agreement for any reason, Contractor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

Duration - The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason. FERPA Compliance – Contractor agrees, to the extent applicable, to comply with all laws regarding the confidentiality of the students' educational records, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and to comply with all applicable laws in safeguarding any non-public, sensitive, and/or confidential information of the College's faculty and students which is in its control.

Binding Effect - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

Right to Audit Records - Contractor agrees that VC, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related Contractor's charges incurred in its performance under this Agreement. Such records will be kept by Contractor for a period of four (4) years after Final Payment under this Agreement. Contractor agrees to refund to VC any overpayments disclosed by any audits.

Appeal/Protest Process - Any Contractor who submitted a proposal may appeal VC's award, if the appeal is based on deviations from laws, rules, regulations, or VC Board policies. VC Board Policy GB (Local) applies to any Contractor wishing to appeal a proposal and/or award of a contract. In accordance with Policy GB (Local), a Contractor shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to VC's CFO. Complaints/appeals must be received by the close of business on or before the 10th

VC business day after award of the contract. In the event Contractor is unsure about the award of the contract, it is the Contractor's responsibility to contact VC on the next business day after the award is announced and verify details concerning the award.

Breach of Contract Claims

The parties hereto specifically agree that (i) neither the execution of this Agreement by VC nor any other conduct, action or inaction of any representative of VC relating to this Agreement constitutes or is intended to constitute a waiver of VC's governmental immunity to suit, except to the extent provided by applicable law, and (ii) VC has not waived its right to seek redress in the courts.

VC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

Limitations - THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF VC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON VC'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON VC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

Notice of Participation - Pursuant to applicable law, including the Interlocal Cooperation Act Chapter 791 of the Texas Government Code), VC may permit other governmental entities to "piggy-back" onto an existing contract between VC and Vendor entered into as a result of this RFP. In the event that the Vendor's proposal becomes an awarded Agreement, the Vendor's proposal, including pricing information, may be provided to a requesting governmental entity desiring to establish separate, independent contracts with Vendor. **Vendor expressly agrees that VC may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.** Governmental entities are authorized to enter into separate, independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between VC and Vendor. However, there is no obligation on either party to participate unless both parties agree. If another governmental entity chooses to utilize a contract established by this procurement solicitation and subsequent Agreement, contracts will be awarded individually by those governmental entities, and goods/services would be provided under the same contract pricing and purchasing terms established by this procurement solicitation. Any such separate, independent contract developed as a result of this procurement solicitation and/or the Agreement is exclusively between such other governmental entity and Vendor and shall have no effect or impact on VC or VC's contract

with Vendor. It is expressly understood that VC shall in no way be liable for the obligations of any other governmental entity contracting with Vendor pursuant to this section.

1.4 Clarifications and Interpretations

VC may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only VC's responses that are made by formal written Addenda will be binding on VC. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by VC prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for allpurposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must accompany the Proposer's proposal. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on VC's website at http://vernoncollege.edu/.

1.5 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in Section 2.3 of this RFP.

VC will select Contractor by using the request for proposals process described in this Section. All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals as required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date will be rejected by VC as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, VC may invite one or more selected Proposers to participate in oral presentations. VC will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

VC may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, VC may make the selection of Contractor on the basis of negotiation with any of the Proposers.

VC reserves the right to negotiate any commissions and/or fees with any intermediary or authorized representative.

VC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with a single Proposer, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of VC.

1.6 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of this Section), [b] the Criteria for Selection

(ref. **Section 2.3** of this RFP), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] and all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by VC during this RFP process.

1.7 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and VC has made no representation, written or oral, that one or more agreements with VC will be awarded under this RFP; (2) VC issues this RFP predicated on VC's anticipated requirements for the Services, and VC has made no representation, written or oral, that any particular scope of services will actually be required by VC; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Eligible Respondents

Only individual firms or lawfully-formed business organizations may apply. VC will contract only with the individual firm or formal organization that submits a Proposal in accordance with the requirements set forth herein.

1.9 Sales and Use Taxes

Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include junior college districts. The section further permits the purchase tax free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."

1.10 Proposal Validity Period

Each proposal must state that it will remain valid for VC's acceptance for a minimum of ninety (90) days after the Submittal Deadline to allow time for evaluation, selection, and any unforeseen delays.

1.11 Equal Opportunity Employer

VC is an equal opportunity employer and does not discriminate in awarding contracts or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. VC requires companies with which it conducts business to be equal opportunity employers and comply

with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.12 House Bill 1295

The Texas Legislature adopted House Bill 1295, which was added to Section 2252.908 of the Government Code. The law states that a governmental entity agency or state agency may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties (Form 1295). This disclosure requirement applies to a contract entered into on or after January 1, 2016.

If awarded a contract, the vendor may be required to complete and submit this form. VC will be unable to execute a contract and services cannot be performed until the process is complete.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.13 Rights Reserved by VC

- VC reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
- VC assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a contract pursuant to this RFP.
- VC reserves the right to reject any and/or all proposals, and to negotiate separately in any manner necessary to serve the best interests of the College. VC further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof. VC further reserves the right to waive any formalities or technicalities if deemed in the best interest of the College. VC also reserves the right as sole judge of quality and equality.

1.14 Felony Conviction Notification

Proposers are hereby notified that in accordance with Section 44.034 of the Texas Education Code, a person or business entity that enters into a contract with Vernon College must give notice to College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Furthermore, the College may terminate a contract with a person or business entity if the College determines that the person or business entity failed to give this notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly-held corporation.

1.15 Debarment

Bidder confirms that neither Bidder nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("**U.S.**") federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. "**Principals**" means

officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Bidder further certifies that it is not identified on the Texas Comptroller's list of scrutinized companies doing business with Sudan or Iran or a list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization. Bidder will provide immediate written notification to VC if at any time prior to award Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when VC executes an Agreement, if any. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to the other remedies available to VC, VC may terminate the Agreement, if awarded, for default by Bidder.

1.16 Invoices

Invoices shall be directed to VC's Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during VC's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date VC receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date VC receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from VC not later than the tenth (10th) day after the date Vendor receives the payment from VC. The exceptions to payments made by VC and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

In addition to all other rights and remedies that VC may have, VC shall have the right to setoff, against any and all amounts due to Vendor by VC, whether due under this Agreement or any other agreement between VC and Vendor, any sums for which VC is entitled to under this Agreement, as determined by VC in its sole discretion, including, without limitation, sums due by Vendor to VC as a result of indemnification obligations, warranty claims, etc.

1.17 No agency or endorsements

VC and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of VC and is not an employee, agent, joint venturer, or partner of VC, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between VC and Vendor or any of Vendor's agents. Vendor agrees that VC has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

SECTION 2 NOTICE TO PROPOSER

2.1 Submittal Deadline

VC will accept proposals submitted in response to this RFP until 4:00 p.m., Central Standard Time on January 14th, 2027, in the Business Office (the "**Submittal Deadline**").

2.2 VC Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following VC contact ("**VC Contact**") by email:

Vernon College
Attn: Mindi Flynn
Vice President AS
mflynn@vernoncollege.edu

VC specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to VC Contact. VC Contact must receive all questions or concerns no later than **December 17, 2026 at 2:00pm** VC will have a reasonable amount of time to respond to questions or concerns. It is VC's intent to respond to all appropriate questions and concerns; however, VC reserves the right to decline to respond to any question or concern. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on VC's website at http://vernoncollege.edu

Optional Pre-Proposal Site Visit. VC will host an optional site visit of the food service facilities on November 20, 2026 at 10:00 a.m., beginning at the Colley Student Center, 4400 College Drive, Vernon Texas. Proposers wishing to attend must notify the VC Contact by e-mail at least one (1) business days before the site visit. Attendance is not mandatory and will not be considered in evaluating proposals. Statements made during the site visit are not binding on VC unless confirmed in a written Addendum.

2.3 Criteria for Selection

The successful Proposer, if any, selected by VC in accordance with the requirements and specifications set forth in this RFP will be the Proposer who submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to VC. The successful Proposer is referred to as the "**Contractor**" **or "Vendor"**.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to VC in terms of (1) Operation and Management of Campus Food Services, (2) total overall cost to VC, and (3) experience and ability to provide Operation and Management of Campus Food Services. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to VC in a contract for the Services.

An evaluation team from VC will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its

proposal. VC may give consideration to additional information if VC deems such information relevant.

2.3.1 The criteria to be considered by VC in evaluating proposals and selecting Contractor(s) (**Section 3, Appendix One**) will be those factors listed below.

Evaluation Factors	**Weighted Value**	
1. Purchase price (meal plan rates and catering prices).	40	Points
2. The reputation of Vendor and of Vendor's goods and services.	15	Points
3. The extent to which the goods and services meet the College's needs.	15	Points
4. The quality of Vendor's goods and services.	10	Points
5. The Vendor's past relationship with VC.	10	Points
6. Impact on the ability of VC to comply with laws and rules relating to HUBs	0	Points
7. Total long-term cost to VC to acquire Vendor's goods and/or services, net of commissions, facilities improvement contributions, and added value paid to VC	10	Points
	TOTAL	
	100	Points

EVALUATION CRITERIA— VC will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each bid received will be analyzed to determine overall responsiveness and completeness. Failure to comply with the instructions or to submit a complete proposal may deem a bid non-responsive and may be eliminated from further evaluation at the discretion of the College.

SECTION 3
SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of two (2) complete and identical copies of its *entire* proposal. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

3.2 Submission

Proposals must be received by VC on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to or, if sending by common carrier (FedEx, UPS, etc.), mailed to:

Physical Address:
Vernon College
Attn: Mindi Flynn
4400 College Drive
Vernon, TX 76384

3.3 Terms and Conditions

3.3.1 Proposer must comply with the requirements and specifications contained in this RFP, the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence: Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.3.1.1. General Terms and Conditions (ref. **Section 4** of this RFP);

3.3.1.2. Proposal Requirements (ref. **APPENDIX ONE**);

3.3.1.3. Notice to Proposer (ref. **Section 2** of this RFP).

3.4 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then VC may reject the proposal:

3.4.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.4.2 Signed and Completed Pricing Proposal (ref. **Section 6** of this RFP)

3.4.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.4.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on VC's website.

3.4.5 Responses to questions and requests for information in the Specifications and Additional Questions (ref. **Section 5** of this RFP)

3.4.6 Signed and Completed New Vendor Packet (ref. **Section 10** of **APPENDIX ONE)**

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions listed in Contract and Service Agreement (ref. **Section 1.3**) or, in the sole discretion of VC, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any contract or agreement that results from this RFP.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the "**Contractor**."

5.2 Pricing Proposal – Ref. Section 6

5.3 Scope of Work Requirements:

This Scope of Work is intended to outline the services, materials and special items required for Operation and Management of Campus Food Services needed by VC.

Vernon College follows a fiscal year of September 1 through August 31; all invoices for goods and/or services shall be billed according to VC's fiscal year.

Scope of Work

The awarded Contractor shall operate and manage VC food service facilities, provide meal plans, direct sales, and catering services as an independent contractor. The use or sale of alcohol products, however, is strictly prohibited.

The cafeteria currently is open for business weekdays for breakfast, lunch, and dinner for both Fall and Spring semesters, and for an appropriate number of days before and after those semesters for early or late arrivals. Cafeteria meals have unlimited seconds. The cafeteria is open on an agreed upon schedule for breakfast and lunch only in the summer. Other proposed operating hours/days and meal options, of course, will be considered.

Proposer shall include mandatory meal plan options for residence life students, along with for-purchase meal options for faculty/staff and commuter students.

Proposer will operate quick-serve food service in Colley Student Center (SUB).

Proposer will provide catering services on a non-exclusive basis.

Concessions will be operated on an as-needed basis.

5.4.1 Responsibilities of the College

The College will provide all necessary food service equipment and facilities as-is. The facilities will include a kitchen, serving area, dining areas, office space, and toilet facilities for employees. The equipment will include all **current** kitchen equipment, cooking equipment, all serving equipment, dining room tables and chairs, and other such furnishings. These are provided as-is unless this inventory is included in a renovation/refresh/new equipment in Contractor's proposal. The Contractor shall be responsible for its own office furnishings.

The College will provide the **current** initial inventory of plates, flatware, glasses, serving trays, salt and pepper shakers. However, the Proposer will be responsible for maintaining this level of inventory, adding to, if necessary, and shall replace any items needed to maintain a good-working inventory.

The College will provide necessary repair and/or building maintenance for plumbing, heating, air conditioning, electrical service, and be responsible for periodic cleaning of exhaust vent ducts.

The College will provide utility service for the service venues including water, sewer, natural gas, electricity, and telephone service (dedicated line for phone and/or fax) and internet service. However, the Contractor will provide its own fax machine, if applicable. The College does not guarantee any uninterrupted supply of utility services and the College will not be liable to the vendor or to anyone else for any loss, damage, cost or expense which may result from the interruption of or failure of utility services.

The College will provide trash dumpsters and pest control services. It is Contractor's responsibility to place garbage into the dumpsters.

The College will provide all necessary fire extinguishers.

The College shall furnish at its expense maintenance and repair as required on kitchen equipment after the yearly $5,000 required by Contractor.

The College will have the right to inspect all facilities of the cafeteria and its operation. Those inspections will include the quality and quantity of food, the method of service, the cleanliness and sanitation of the entire operation, including dining areas, opening and closing hours, and the cleanliness, appearance and behavior of Contractor's employees. The College will provide the Contractor with the results of any audits and allow Contractor sufficient time to make corrections. Repeated problems or the failure of Contractor to make timely corrections can be grounds to terminate the contract between the College and Contractor.

The College shall provide Contractor with a list of students that are eligible to participate in the mandatory residential meal plan and make timely payment of each invoice for meal plans that it determines to be true and correct. Payments from College to Contractor will be based on the number of such participants.

The College will retain the privilege of using the dining area at any time that will not interfere with the food service operation. Contractor's resident manager and College shall establish mutually agreed-upon times and hours that the facilities will be available for VC's use. At the completion of such time these facilities are used by VC or others, VC agrees and will be responsible at VC's expense for any required janitor and maintenance service to restore facilities to their proper condition.

5.4.2 Responsibilities of Contractor

Contractor will purchase at its expense, prepare and serve food, food products and beverages for sale and distribution at the College's food venues.

Contractor shall not sell, assign, transfer or convey any agreement in whole or in part without the prior written consent of College.

Contractor shall be flexible in meeting future needs regarding the operation of the food service facilities to ensure the needs of faculty, staff and students are met.

Contractor shall have the exclusive right to occupy and operate the food service facilities of College, including use of the kitchens, dining rooms, service and storage rooms, as well as auxiliary furnishings, dishes, silverware, linens, and other dining room and kitchen equipment owned by College.

Contractor will provide sack lunches or establish special serving hours for athletic teams that are required to be off campus for College programs during regular serving hours.

Contractor will provide its services in such a manner as to meet or exceed all requirements of the local Health Department or any other regulatory body and shall submit to the College, upon request, satisfactory evidence of such compliance.

Contractor shall be responsible for the cleanliness of the entire kitchen, food prep and serving areas, concessions, when applicable, and dining areas, including providing necessary cleaning supplies. This responsibility is for all venues. Daily spot cleaning during service hours will be required and a daily thorough cleaning after hours.

Contractor will be responsible for transporting daily all waste from its assigned areas to the appropriate provided dumpsters/receptacles. If VC has a recycling program, Contractor will adhere to those guidelines.

When Contractor furnishes catered food for an event, Contractor will be responsible for disposing of the trash and any associated clean-up.

Contractor's employees must obtain parking permits from VC Campus Police.

Contractor shall bear the cost of rekeying all exterior doors and resetting the safe combination, if any. However, the Contractor shall not make lock changes without prior approval of VC. VC Campus Police and Facilities & Construction must be provided copies of all keys.

Contractor is responsible for maintaining in a clean, safe, uncluttered manner the Colley Student Center (SUB) back dock area that Contractor may be using.

Contractor will be responsible for the first $5,000 in repair/maintenance cost on VC-owned food service equipment each contract year (June 1 – May 31). Contractor will be responsible for all associated costs and/or damages incurred due to negligence or alteration of facilities/equipment without prior VC approval.

Contractor shall follow College's guidelines, as well as any applicable laws, regarding the disposal of documents containing "Personally Identifiable Information" where there is a potential for identity theft. This includes, but is not limited to, names, addresses, telephone numbers, social security numbers, student identification number, credit and/or debit card numbers, bank account numbers, email addresses, passwords and/or PIN numbers.

Contractor shall comply with any logo licensing agreement as entered into by VC, and honor any current and future exclusive rights contracts that VC is bound to. Contracts of particular interest would be the bookstore, vending, exclusive beverage contracts, etc.

College shall prohibit the sale of food on campus other than by the Contractor unless departments have secured authorization from authorized VC personnel or as permitted by Contractor. Contractor will permit student and/or school-affiliated clubs and organizations to sell food and beverages for fundraising purposes so long as all such fundraisers are approved by VC.

Contractor shall, at its expense, keep all cafeteria furniture in proper repair and operating condition.

Contractor may advertise and promote its products and services to the fullest extent to attract students, staff, faculty and guests. All advertising and promotional efforts shall be devoted to the campus community. VC representation of the endorsement shall not be permitted unless specific written approval has been given by VC Public Information Officer.

Point-of-sale software must be able to interface with VC's Ellucian Colleague program (example, but not limited to, accepting purchase orders from departments, accepting financial aid/scholarship awards, residential hall rosters, etc.).

Key control is essential. Contractor will be responsible for each key assigned to perform necessary work. Contractor must have a written key control plan and must provide a key control system at their own expense. At VC's discretion, a quarterly key audit may be performed and Contractor will be responsible for keys missing or for unauthorized duplications.

Contractor shall provide a schedule of hours of service sufficient to meet the needs of VC students, faculty and staff. Such hours will be approved by the VC Contact Person.

5.4.3 Role of Contractor, Minimum Food Grades and Product Line

Contractor must use foods that meet or exceed the following grades:

- Meat: USDA "Good"
- Frozen foods: US Grade "A"
- Eggs: Grade "A"
- Staple items: USDA Grade "A"

Grades for foods that are not listed above should be equivalent to or higher than the grades shown.

All products sold or kept for sale shall conform in all respects to Federal, state, and municipal food and other applicable laws, ordinances, and regulations. No imitation, adulteration or misbranded articles shall be sold or kept for sale. All merchandise kept on hand shall be stored and handled with due regard to sanitation. Leftover perishable merchandise shall not be sold at any time.

Contractor is prohibited from selling/offering any items reasonably objected to by VC, but is not limited to the following: (a) alcoholic beverages, and (b) tobacco products. VC reserves the right to require Contractor to cease selling any item(s) that it deems inappropriate and/or unlawful.

5.4.4 Role of Contractor, Staffing

Contractor will provide an adequate staff of employees, including adequate administration and supervision at all times. The Contractor will consult with the College prior to hiring anyone with a criminal history. All staff will be required to have a background check before he/she can start work and rechecked annually to ensure the safety of VC facilities.

Contractor must designate a Food Service Manager who must come to the position trained and experienced in the management and operation of a facility that is similar to that of College. The Contractor must agree that the tenure of the Food Service Manager is dependent on the continual approval of the College.

Each employee of Contractor will strictly adhere to all campus rules and regulations. The College reserves the right to remove an employee of Contractor for cause. Contractor shall promptly remove such employee(s) from VC premises and take immediate steps to ensure that its performance under the contract will not be reduced.

Contractor agrees that at all times the employees of the Contractor furnishing or performing any of the services specified in the contract shall do so in a proper and professional manner. Contractor shall require all employees to dress in a professional, neat, clean manner while performing duties. Contractor will not allow employees to wear any clothing or accessory items that may be deemed as indecent or controversial.

5.4.5 Role of Contractor, Campus Card Program, Financial Requirements, Commissions

Contractor shall pay any and all applicable property tax attributable to the food service operation and Contractor shall be responsible for collecting and remitting any tax, such as sales and use tax and employment tax.

Contractor shall keep full, timely and accurate records in accordance with generally-accepted accounting practices. Contractor agrees that all books, records, documents, accounting procedures and practices relevant to the Contract shall be subject to examination by VC and/or other parties as deemed necessary by College.

Contractor will provide VC with an audited financial statement no later than one hundred twenty (120) days after the completion of VC's fiscal year end, which runs from September 1 through August 31. The financial statement shall be sufficiently detailed as to provide an

overview of sources of sales revenue and operating expenses. At the close of each accounting period, Contractor will provide VC with a statement of net sales.

Contractor must be capable of accepting cash, credit and debit cards, in addition to the College's meal plan card. If Contractor accepts cards such as Visa, Mastercard, or American Express, Contractor will pay all merchant charges associated with acceptance of these credit cards.

Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of vendor's security obligations or other event requiring notification under applicable laws, Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend VC and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.

Contractor agrees to send all VC invoices to the attention of Accounts Payable. Original invoices for VC purchases should not be sent directly to individual VC employees or departments. Copies of invoices may be sent to departments upon their request.

Contractor shall within twenty (20) calendar days following the last day of each quarterly accounting period, submit to VC a detailed operating statement indicating Gross Sales (all receipts from Contractor's retail, catering, and concession sales under the Contract, excluding sales taxes and refunds) for that period.

Contractor shall submit quarterly all necessary information to appropriately audit the payment terms of the contract to VC's Vice President of Administrative Services for commissions rendered during the Contract period. VC's acceptance of payment from Contractor shall not be deemed to be a waiver by College of any breach by Contractor of any term or condition in the Contract.

5.4.6 Role of Contractor, Menus and Incentives

The Proposal must include sample menus of all food and beverages Contractor proposes to serve in a typical month. The Proposal must also include a comprehensive list of all items available from the Contractor's catering service. Also, the Proposal must list any incentives or complimentary food that Contractor proposes to provide to the College or its students.

Contractor's invoice to College for the Board Plan shall be based on the weekly head count of students authorized on the meal plan.

Contractor will work with any student with special needs as documented by a physician and which are unavailable through the standard meal plan. This also applies to residence hall students confined by a physician to their room for medical reasons.

Contractor can expect patrons in dining areas to remove their own trays, dishes and utensils at the completion of their meal to the designated location.

Contractor will be expected to offer meals for camps and early residence hall arrivals, if requested.

Generally, it is expected that the cafeteria food services will be all-you-can-eat. College does want

to look at optional plans, such as access to the cafeteria at other times of the day for drinks or snacks.

5.4.7 Role of Contractor, Use of Renovation/Investment Capital

If the awarded vendor's proposal included renovation/investment capital, the Contractor shall be responsible and bear the costs of all expenses for any renovations, alterations, changes or modifications initiated by the Contractor and shall not be reimbursed by VC at the expiration of the contract period. The Contractor must provide all fixtures and equipment not included currently. The Contractor shall agree that no structural changes will be made which adversely affects building codes or the aesthetics and/or general operation of the building. Prior to any construction, the Contractor will submit for approval by VC all plans and specifications, including design of the area to be renovated, fixtures, signs, and other areas that are visible to the public. Exterior building signs will need pre-approval from VC.

Vendors are responsible for removal of all debris from the VC campus. Use of VC dumpsters must be pre-approved. Inspection will be made after completion of any refurbishing work to ensure that the project area is left clean and to code.

Utilities are brought to the premises by VC. Contractor is responsible for connecting the utilities to their equipment and for paying all related construction costs and connections.

Contractor shall schedule all work through VC's assigned representatives. At no time shall the Contractor perform any work at site that has not been prescheduled through VC.

Any and all renovations through a third-party and/or subcontractor(s) pursuant to construction must be pre-approved by VC.

Funds would be used with the mutual agreement of Contractor and VC.

Any proposal that includes renovation or investment capital must state: (1) the dollar amount and the improvements it will fund; (2) whether and how the investment is amortized over the term; and (3) any amount VC would owe Contractor if VC terminates the Agreement for convenience before the investment is fully amortized, shown by contract year. No amount is owed if the Agreement ends because of Contractor's breach or default. Improvements, fixtures, and equipment funded by the investment become VC's property upon installation and are not Contractor's personal property or trade fixtures under Section 5.4.10. VC will not agree to any repayment obligation that is not disclosed in the proposal.

5.4.8 Role of Contractor, Transition Management Plan

Other than the incumbent, the Contractor awarded the contract will submit two months prior to starting at the facility a transition management and start-up plan. It should include, but not be limited to:

- Objectives to the accomplished
- List of participants involved
- Timelines
- Written security plan
- List of possible outside personnel to assist with start-up
- Written key control plan for approval by VC

5.4.9 Role of Contractor, Training and Safety

Contractor will be responsible for training all new hires as well as providing for continuing education on security, safety, and productivity. The Contractor will maintain records of training to be reviewed upon request. Contractor is required to provide hazard training for their staff, including but not limited to, bloodborne pathogen training and right to know. Contractor must maintain an exposure control plan and train all employees on hazardous material exposure procedures.

5.4.10 Role of Contractor, Surrender of Premises

Upon the expiration or sooner termination of the awarded contract, the Contractor shall peaceably yield and deliver unto VC in good order and condition, reasonable wear and tear excepted, all interest in the food service facilities, excluding personal property, inventory and supplies on the premises, and such interest shall thereupon automatically vest in VC.

Contractor's failure to remove its personal property within ten (10) business days after the termination or expiration of the contract shall be deemed to be an abandonment of its personal property. VC will make all necessary repairs to the premises which may be required as a result of removal of trade fixtures and other personal property and may reasonably charge Contractor for such repairs.

SECTION 6

PRICING PROPOSAL

Proposal of: _____
(Proposer Company Name)

To: Vernon College

Ref.: Operation and Management of Campus Food Services

RFP No.: FS-VC-110426

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to Operate and Manage Campus Food Services pursuant to the above-referenced Request for Proposals upon the terms contained in the RFP.

6.1 Pricing Proposal for Services Offered

6.1.1 (Reference answers provided in **Section 3, Appendix One**).

6.2 Added Value (use a separate sheet if necessary)

6.2.1 Describe any proposed benefits to VC from Proposer, not otherwise set forth herein, which would be an added value to VC. Examples of these benefits might include sponsorship of events, scholarships, and the like. Such benefits are wholly voluntary and are not a requirement of this RFP but may be considered by VC in determining the best value for the college. All added value must be paid or provided to the College, not to any individual officer or employee.

6.2.2 Added Value, if any, Per Year for a Five (5) year contract:

- President's discretion funds: $ or meals: _____
- Event sponsorship funds: $ or meals: _____
- Gratis meals: $ or meals: _____
- Other: $ or meals: _____

6.3 With Reference to a Five (5) Year Contract

Information Specific to this RFP - Proposer must provide the following information in their Proposal with reference to being awarded a five (5) year contract.

6.3.1 Describe the flexibility and options of Proposer's pricing and bonus programs available to its customers, including VC employees, non-residential commuter students, early arrivals, and summer camps that may be using the VC campus.

6.3.2 Describe in detail the food service plan(s) and meal plan(s) the Proposer proposes to offer at the College, including without limitation (1) any branded or non-branded concepts, and (2) a sample four (4) week menu including a comprehensive list of all menu items, portion sizes, raw food specifications, detailed nutritional information, and sales prices for all menu items. List any other options that might be available to students.

6.3.3 Describe if Proposer would be able to add a "Food Truck" (mobile kitchen with a focused menu) to its customer service menu to be available for use at remote campus locations, sporting events, and/or student activities.

6.3.4 Catering: Each proposal shall include a catering menu that lists all items available from the Proposer's catering service, along with the price that the vendor would charge the college (inside) or anyone else (outside) for each item. As part of the proposal process, Proposer will provide a percentage rate of commission to pay the College for both types of catering.

6.3.5 Retail/Direct Sales: This covers the sales that the vendor makes directly to customers without the meal plan. As part of the proposal process, the Proposer will provide a percentage rate of commission to pay the College for retail sales. The minimum acceptable percentage rate of commission is 9%. The vendor shall present the College with payment for each quarter's commission no later than the tenth (10^{th}) day of the following month. The payment will be attached to a calculation that shows how the commission was determined. The calculation is to be proposed percentage times the total sales of the vendor. The calculation is to exclude any sales tax. The College is not to earn a commission on the sales taxes collected by the vendor.

6.3.6 Concession Sales: This covers the sales that the vendor makes directly to customers through a concession venue (example: Peter S. Marecek Gymnasium or Joe Hunter Field). As part of the proposal process, the Proposer will provide a percentage rate of commission to pay the College for concession sales.

6.3.7 (A) Proposer's Financial Proposal - Proposer must provide the following information in their Proposal with reference to being awarded a five (5) year contract.

Category	Commission: Percent of Annual Gross Sales
Retail/Direct Sales	%
Catering (Inside) *	%
Catering (Outside)**	%
Concessions	%

* Catering for VC

** Catering for anyone other than VC

Meal Plan Rates per # of Participants	$ Rate	
Participants	15 meal plan	
160 & Above		
150-159		
140-149		
130-139		
120-129		
110-119		
100-109		
99 & Below		

Summer Rates	
Participants	Daily Rates
101 & Above	
76 - 100	
51 - 75	
25 - 50	

If an escalation formula or published index is proposed, the proposal shall identify the specific index, reference period, and calculation methodology. All proposed increases remain subject to the limitations and approval requirements below. Acceptance of a pricing proposal does not constitute advance approval of future price increases.
Limitations. Annual increases may not exceed the lesser of the percentage stated in Contractor's proposal or three percent (3%) per contract year, may take effect only on June 1 of each contract year, starting June 1, 2028, and require VC's prior written approval. These limitations, and the annual increases stated in Contractor's proposal, also apply during the renewal term.

6.3.9 (A) Facilities Improvement Financial Contribution with reference to being awarded a five (5) year contract: Proposer proposes to provide the following additional financial contribution for proposed renovation, improvements, and capital investment to add new or renovate food service facilities in the amount of: _____
_____.

6.4 VC's Payment Terms

VC's standard payment terms for services are "Net 45 days." Indicate below the prompt payment discount that Proposer will provide to VC:

Prompt Payment Discount:_____%_____days/net 45 days

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE

PROPOSAL REQUIREMENTS

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SECTION 10: NEW VENDOR PACKET

APPENDIX ONE, SECTION 1

GENERAL INFORMATION

1.1 Purpose

VC is soliciting competitive proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by VC.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

1.2 Proposal Requirements and General Instructions

1.2.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.2.2 Proposers must submit proposals in accordance with the specifications in Section 3. Each variance to these specifications must be clearly stated in the proposal. Slight variations to specifications might be accepted; however, the College will be the sole judge as to what variations will be allowed.

1.2.3 All products and/or services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the College shall be included in the proposal.

1.2.4 Any deviations to any of the specifications shall be clearly noted in writing by the Proposer and shall be included with the proposal.

1.2.5 Proposals and any other information submitted by Proposer in response to this RFP will become the property of VC.

1.2.6 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by VC, at VC’s sole discretion.

1.2.7 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

VC makes no warranty or guarantee that an award will be made as a result of this RFP. VC reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP deemed to be in VC's best interest.

VC reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to VC, at VC's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.2.8 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by VC, in VC's sole discretion.

1.3 Preparation and Submittal Instructions

1.3.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.3.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by VC, in its sole discretion.

1.3.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing Proposal (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing Proposal, the Proposer should provide each rate, commission, and contribution requested in Section 6 of this RFP. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

VC will not recognize or accept any charges or fees for Goods or to perform the Services that are not specifically stated in the Pricing Proposal.

In the Pricing Proposal, Proposer should describe each significant phase in the process of providing the delivery of Goods or Services to VC, and the time period within which Proposer proposes to be able to complete each such phase.

1.3.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE).** Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.3.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by VC, in its sole discretion. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on VC's website at www.vernoncollege.edu

New Vendor Packet

Proposer must complete, sign and return the attached New Vendor Packet (ref. **Section 10** of **APPENDIX ONE**) as part of its proposal. The forms must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed New Vendor Packet may be rejected by VC, in its sole discretion.

1.3.6 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP Number and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Upon Proposer's request and at Proposer's expense, VC will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. VC will not under any circumstances consider a proposal that is received after the Submittal Deadline.

VC will not accept proposals submitted by telephone, proposals submitted by Facsimile ("**FAX**") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to VC. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without VC's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to VC, in VC's sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on VC that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into an agreement with VC as specified herein and that such intent is not contingent upon VC's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

APPENDIX ONE, SECTION 2

EXECUTION OF OFFER

Operation and Management of
Campus Food Services
RFP FS-VC-110426

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT VERNON COLLEGE. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT VERNON COLLEGE'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature hereon, Respondent offers and agrees to furnish to VC the products and/or services more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submittedproposal.

3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

5. By signature hereon, Respondent represents and warrants that:

    a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

    b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

    c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

e. Respondent, if selected by VC, will maintain insurance as required by the Contract;

f. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that VC will rely on such statements, information and representations in selecting the Successful Respondent. If selected by VC as the Successful Respondent, Respondent will notify VC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.

7. By signature hereon, Respondent certifies that, except as disclosed in its proposal, no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and VC.

8. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 *Texas Government Code*).

9. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

10. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

11. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless VC, all of its board members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs and expenses (including reasonable attorneys' fees and court costs), damages, and liabilities, arising out of, connected with, or resulting from any negligent or willful acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.

12. By signature hereon, Respondent agrees to abide by and fully comply with VC's smoking policy. Respondent understands that VC has a smoke-free campus and this applies to the project at issue and Respondent agrees that all persons working under or for Respondent will abide by this policy in all respects.

13. By signature hereon, Respondent agrees that VC's bid protest policy, which is included in the RFP, will govern any protests related to this RFP and agrees to the terms of same.

14. By signature hereon, Respondent confirms that neither Respondent nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("**U.S.**") federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Respondent further certifies that it is not identified on the Texas Comptroller's list of scrutinized companies doing business with Sudan or Iran or a list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization. Respondent will provide immediate written notification to VC if at any time prior to award Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when VC executes the Agreement, if any. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to the other remedies available to VC, VC may terminate the Agreement, if any, for default by Respondent.

Respondent's EIN No: _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Submitted and Certified By:

_____ _____

(Respondent's Name) (Authorized Signature)

_____ _____

(Date) (Printed Name/Title)

_____

(Telephone Number) & (Fax Number)

_____ _____

(Street Address) (City, State, Zip Code)

APPENDIX ONE SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile

3.1.1 Legal name of Proposer Company:

_____

Address of principal place of business:

_____

_____

_____

Address of office that would be providing service under the Agreement:

_____

_____

_____

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, VC prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years if requested by VC.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with VC (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by VC's RFP. It is recommended that Proposer show higher educational institutions, school districts, or other local government organizations equal in size and structure of VC, if possible. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer. Proposer will also state whether the staff members assigned to work with the College provided services to the customers listed on its reference list.

3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and VC or any trustee or employee of VC, including any existing contract with VC? If yes, Proposer will explain.

3.1.9 If selected for award, Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

3.2 Cooperative Purchasing Agreement*

As permitted under Interlocal Cooperation Act, Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid does not specifically list additional entities, each entity wishing to participate must have prior authorization from Vernon College and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Vernon College shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Proposer is to state their willingness to allow other governmental entities to participate in this contract, if awarded.

☐ Yes

☐ No

*Response required

APPENDIX ONE, SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: VERNON COLLEGE

Ref.: Operation and Management of Campus Food Services

RFP No.: **FS-VC-110426**

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable). It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on VC's website.

No. 1_____No. 2_____No. 3_____No. 4_____No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE, SECTION 5
FELONY CONVICTION NOTIFICATION FORM
VERNON COLLEGE
REQUEST FOR PROPOSALS NO. **FS-VC-110426**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the Contract."

This notice is not required of a publicly-held Corporation

I certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

NAME:_____

A. I have not been convicted of a felony.

Signature:_____ ***Date:***_____

B. I have been convicted of a felony.

Name of Felon (s):_____
Details of Conviction (s):_____
_____
_____

Signature:_____ ***Date:***_____

C. The associated firm (or practice) is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon (s):_____

Details of Conviction (s):_____

_____

_____

Signature:_____ ***Date:***_____

APPENDIX ONE, SECTION 6
DELINQUENT FRANCHISE TAXES FORM

Each corporation contracting with the College shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

I, the undersigned agent for the corporation, named below, certify that the information concerning delinquent franchise taxes has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED CORPORATION OFFICIAL'S NAME: _____

A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax; therefore, I am submitting a certified statement to that effect.

Signature of Corporate Official: _____

B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

Signature of Corporate Official: _____

C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

Signature of Corporate Official: _____

APPENDIX ONE, SECTION 7
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.

Exemption criteria includes the following:

1. Company is a sole proprietorship;
2. Company employs less than 10 full-time employees;
3. Value of the contract is less than $100,000

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. "Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____,
(Name of Company)

does hereby verify on behalf of said company to Vernon College that said company: (check one)

___ 1) does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract;

___ 2) Company is a sole proprietorship;

___ 3) Company employs less than 10 full-time employees;

___ 4) Value of the contract is less than $100,000

_____
Signature of Certifying Official

Title

Date of Certification

APPENDIX ONE, SECTION 8
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ENERGY COMPANIES

If Respondent is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; OR
2. Value of the contract is less than $100,000
3. Term "company" does not include a sole proprietorship.

“Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).”

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____,
(Name of Company)

does hereby verify on behalf of said company to Vernon College that said company: (check one)

___ 1) does not Boycott energy companies and will not Boycott energy companies (as that term is defined in Texas Government Code Section 809.001) during the term of this contract;

___ 2) Company is a sole proprietorship;

___ 3) Company employs less than 10 full-time employees; OR Value of the contract is less than $100,000

_____
Signature of Certifying Official

_____
Title

_____
Date of Certification

APPENDIX ONE, SECTION 9

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARMS ENTITY OR TRADE ASSOCIATION

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; OR
2. Value of the contract is less than $100,000
3.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company ’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity ’s or association ’s status as a firearm entity or firearm trade association.”

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____,
(Name of Company)

does hereby verify on behalf of said company to Vernon College that said company: (check one)

___ 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

___ 2) Company employs less than 10 full-time employees; OR Value of the contract is less than $100,000

Signature of Certifying Official

Title

Date of Certification

APPENDIX ONE, SECTION 10—NEW VENDOR PACKET
For this RFP, the completed New Vendor Packet must be included in the sealed proposal. References in the packet to e-mail or eBid submission do not apply.

INSERT VENDOR PACKET