



**WEST TEXAS A&M UNIVERSITY
PROCUREMENT SERVICES & HUB PROGRAM**

REQUEST FOR PROPOSAL

**RFP NUMBER
RFPWT22-002**

Food and Concession Services

**PROPOSAL MUST BE RECEIVED BEFORE:
2:00 PM Central Time, October 6th, 2022**

MAIL PROPOSAL TO:

West Texas A&M University
Procurement Department
Attn: Liz Gideon
WT Box 61001
Canyon, TX 79016

HAND DELIVER AND/OR EXPRESS MAIL TO:

West Texas A&M University
Procurement Department
Attn: Liz Gideon
Old Main, Room 116
2501 4th Ave
Canyon, TX 79016

Show RFP Number, Opening Date and Time on Return Envelope

Proposal must be received in the West Texas A&M University Procurement office before the hour and date specified for receipt of proposal. If it is not received in the department by due date and time, the proposal will be considered late and will be returned to the respondent.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121 - 2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

All proposals shall become the property of West Texas A&M University and the state of Texas upon receipt. Proposals may be subject to public review after contracts have been executed.

REFER ALL INQUIRIES TO:

Liz Gideon, Buyer III
West Texas A&M University
Procurement Department
806-651-2112
Email: egideon@wtamu.edu

Backup Contact
Bryon McCafferty, Procurement and Contracting Director
West Texas A&M University
Procurement Department
806-651-2111
Email: bmccafferty@wtamu.edu

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SECTION 1

GENERAL

1.1 Scope

West Texas A&M University (herein referred to as WTAMU) is soliciting proposals and intends to enter into an agreement with a single qualified vendor to provide food services to include full-service food, non-alcoholic beverage services including cash retail plans and board plans; catering services; and athletic concession services including alcoholic beverage services for the WTAMU athletic venues. WTAMU is seeking a Proposer with an established record of providing high quality, innovative and cost-effective food services in the higher education market. It is the intention of WTAMU to contract with a single company to provide these services for the University campus.

WTAMU is an institution of higher education located in Canyon, TX.. Vendor must have demonstrated competence in providing these services and must have the qualifications necessary to perform the services outlined in this Request for Proposal (RFP).

The services will be provided in accordance with the terms, conditions, requirements, and specifications set forth in this RFP. Specifications are set forth as an attachment to this RFP and will become a part of the contract as if written herein. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the University.

1.2 History

The passage of a bill in early 1909 by the Thirty-first Texas Legislature authorizing the establishment of a State normal school for the education of teachers located somewhere "west of the ninety-eighth meridian" set off a spirited bidding war as some 25 west Texas cities and towns competed to secure the educational institution. On Sept. 9, 1909, the location committee, consisting of the speaker of the Texas House of Representatives, the lieutenant governor and the superintendent of public instruction, announced its decision. The location for the school, already named West Texas State Normal College, would be Canyon, a young community of 1,400 located near the center of the rapidly developing Texas Panhandle. Many factors were involved in the location decision, but a pledge of 40 acres of land and \$100,100 in cash made Canyon's bid particularly attractive. Although not mentioned in the official report, the city's lack of saloons also strengthened its case. More information can be found at www.wtamu.edu.

1.3 Mission:

The mission of West Texas A&M University is to provide intellectually challenging, critically reflective, regionally-responsive, and inclusive academic programs that discover, interpret, apply, and disseminate knowledge for preparing the next generation of global citizens.

Vision Statement: Guided by its pioneering spirit, West Texas A&M University is recognized for its excellence in teaching and learning, and a strong focus on engaging students in experiences that aid in the development of skills, capabilities, and insights. Our vision is to become a Regional Research University responsive to the forces that shape who we are. Our distinctive focus on the people and places of the Panhandle region will be acknowledged throughout Texas, across the country, and around the world.

Core Values: The core values of West Texas A&M University are reflective of, inspired by, responsive to the people we serve, regardless of background, family history, personal beliefs, or aspirations. The people of the plains, in towns and communities, on ranches and farms spend every day living out their commitment to family, faith, hard work, and service to neighbors—locally, regionally, and globally. From these same Panhandle values, grow WT's core values:

Academic Freedom – We champion the free exchange of ideas.

Service – We put the needs of others first.

Pragmatism – We seek to apply what we learn for the betterment of our community.

Innovation – We embrace better ways to shape the future.

Respect – We treat others with dignity which flows from the humanity of each individual.

Engagement – We promote citizenship and being part of something larger than oneself. Contract

1.4 Performance Period

The intent of this Agreement is to have services provided to WTAMU for a period of seven (7) years with the option to renew for an additional three (3) one year terms, if mutually agreed upon by both parties with all terms and conditions remaining firm.

1.5 WTAMU HUB Policy and HUB Subcontracting Requirements

It is the policy of WTAMU to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in WTAMU contracting and purchasing.

HUB Subcontracting Plan (Required if Subcontractors will be used during Services)

Subcontracting opportunities are anticipated for this RFP; therefore a HUB Subcontracting Plan (HSP) is required. In the event that the RESPONDENT determines a subcontractor(s) will be used, the RESPONDENT WILL BE required to make a good faith effort and complete the State of Texas HUB Subcontracting Plan found at - <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>

FAILURE TO SUBMIT A COMPREHENSIVE, ACCEPTABLE HUB SUBCONTRACTING PLAN (only if subcontractors will be used by the RESPONDENT for these services) WILL BE CONSIDERED A MATERIAL FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE RFP AND WILL RESULT IN REJECTION OF THE RESPONSE.

Please contact WTAMUs HUB Coordinator, at bmccafferty@wtamu.edu for assistance with completion of requirements as stated.

1.6 Mandatory Pre-Proposal Conference

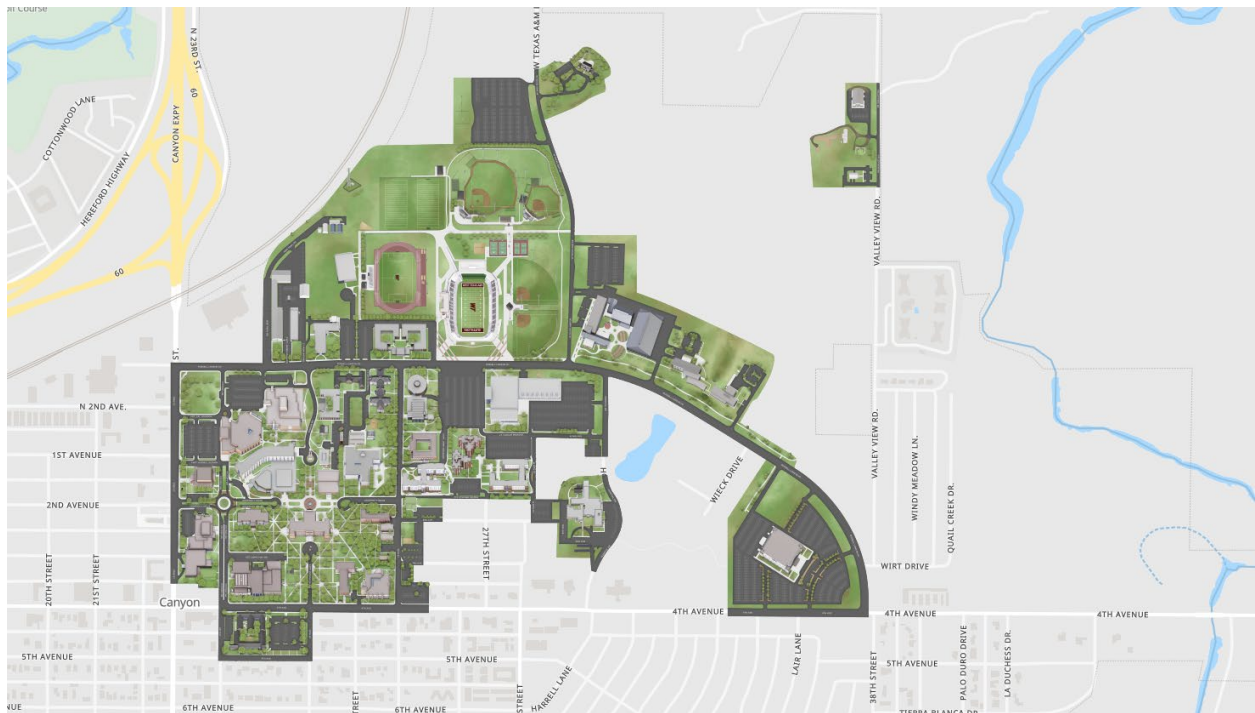
There will be a Mandatory Pre-Proposal Conference for this solicitation. Please contact Liz Gideon by email to register (egideon@wtamu.edu).

Date: September 15th, 2022

Time: 1:00 PM (Central Time)

Location: Old Main, Board of Regents Room #317

1.7 Map of Campus



SECTION 2

STATEMENT OF WORK

2.1 Goal

WTAMU seeks to contract with a single vendor to provide food and concession services. Vendor will submit a proposal that includes all necessary items that are needed to perform the complete scope of work – food service, catering, and athletic concessions.

2.2 Specifications

See attached Scope of Work, Attachment A

SECTION 3

SELECTION PROCESS

3.1 Selection Process

The evaluation of the proposals shall be based on the information provided that the WTAMU deems to represent the best value to the WTAMU. The RFP provides the information necessary to prepare and submit proposals for consideration by the WTAMU. All properly submitted proposals will be reviewed, evaluated, and ranked by the WTAMU. WTAMU will rank the RESPONDENTS in the order that they provide the overall “best value” to the WTAMU based on an evaluation of the responses to the RFP.

The WTAMU will base its choice on criteria to include but not limited to the following: demonstrated competence, knowledge, and qualifications of the Respondent in respect to the Solution offered; as well as the capability of the Solution offered to include, but not be limited to, factors such as functionality and ease of use of the Solution; and on the reasonableness of the proposed fee for the Solution and related services.

The Respondent selected will be the one with the experience and qualifications, as presented in response to this RFP, establish them, in the opinion of WTAMU, as well qualified and offering the greatest benefits, experience and value to WTAMU. WTAMU may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should WTAMU determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and executed with that Respondent. The contract will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the Respondent’s proposal as negotiated.

The most qualified Respondents as determined by WTAMU MAY BE REQUIRED to present the Solution proposed to the evaluation committee before the final selection. Presentations/demonstrations may be presented on-site at a WTAMU location or virtually using webinar software. WTAMU will not provide compensation to Respondents for any expenses incurred by the Respondents for proposal preparation, evaluations or demonstrations that may be made.

Submission of proposals indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by WTAMU during the evaluation process. The selection of the successful proposal may be made by WTAMU on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by WTAMU on the basis of negotiation with any of the Respondents. WTAMU shall not disclose any information derived from the proposals submitted by competing Respondents in conducting such discussions.

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, WTAMU alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.

WTAMU may perform reference checks and seek further information, as needed from all Respondents whose proposals WTAMU, at its discretion, considers viable, based on the initial evaluation and scoring. The Respondent’s response to this requirement officially authorizes WTAMU to contact these organizations to discuss the services and other considerations which the

Respondent has provided to such organizations and authorizes the organizations to provide such information to WTAMU and Respondent shall and hereby does release and hold harmless WTAMU, the state of Texas, and such organization of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the proposal.

WTAMU reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, and/or to make the award to the most responsive Respondent.

SECTION 4

GENERAL INFORMATION

4.1 Submittal Deadline and Location

All proposals must be received by WTAMU in a sealed envelope or box prior to the date specified in the Schedule of Events with the bid number clearly marked on the outside.

Late proposals will not be considered under any circumstances. Late proposals properly identified will be returned to the Respondent unopened. Telephone and/or facsimile (Fax) proposals are not acceptable under any circumstances.

4.2 Notice of WTAMU Holidays – Offices Closed

WTAMU offices will be closed for the University's holidays. The current year's holidays can be found at:

<https://www.wtamu.edu/business-finance/human-resources/holidays.html>

Telephone calls and emails will not be answered, and mail and deliveries will not be received during these holiday periods. Respondents are advised to consider these dates when scheduling telephone calls, emails, and mailing or delivery of proposal responses.

4.3 Submittal Instructions

Proposal responses including Execution of Offer must be signed by the Respondent's company official authorized to commit such proposals.

Submit one (1) original printed copy and one (1) "Jump Drive" Single File of the complete proposal. The proposal must include a HUB subcontracting plan (HSP). Please refer to Attachment F for more information.

NOTE: All "Jump Drive" copies must either be in **Microsoft Office Software or Adobe Portable Document Format (PDF)**. The original signature on ONE (1) hard copy will serve as the official signature of record for all CD copies.

Proposal response package (envelope/box/carton) must clearly indicate the Respondent's company name and address, and the RFP number and opening date.

4.4 Special Requirement for Respondents

[Not applicable or already specified in other parts of this RFP.]

4.5 Proposal Content and Components

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

4.5.2 Respondents are requested to submit a proposal that represents their best offer, as <https://www.wtamu.edu/administration/human-resources-holidays.aspx> does not anticipate utilization of the "Best and Final Offer" process.

4.5.3 Proposal text is to be typed single-spaced on one side of each page. All pages are to be on 8 ½ X 11-inch paper with all pages numbered sequentially and correspond with the table of contents. Do not bind proposal with spiral binding, file folders, staples, or envelopes.

4.5.4 **The following information is to be returned as part of your proposal response. Proposals submitted without this information will be evaluated accordingly**

- Signed Execution of Offer
- Proposal response
- Felony Conviction Notification
- Non Collusion Affidavit
- Demonstrated Experience and Qualifications
- Company Information
- References
- Pricing in accordance with the specifications
- Copies of all addenda that may be issued for the RFP signed by same authorized Respondent representative who signs the Execution of Offer, or acknowledgment on the Bid Form.

4.5.5 **The proposal response should also include the following information. Proposals submitted without this information will be evaluated accordingly:**

- A table of contents by section to the appropriate pages
- An executive overview that provides a concise overview of the services being offered to meet the requirements of this RFP, the Respondent's general approach to providing the services and deliverables, and documentation as to why the Respondent is the best qualified.
- A proposal narrative that is concise yet offers a complete explanation of the project. Be specific in justifying the proposal in terms of the goals and objectives described in the RFP.
- A statement of qualifications which includes:
 - a) Introduction – Content shall be at the discretion of the Respondent.
 - b) Company background – Must provide relevant experience (years in business) with projects of this size and scope.
 - c) Qualifications – Information provided for professional and support staff, and/or any Subcontractors must demonstrate experience and qualifications in their particular work assignment for the project. Information provided for similar projects must be substantiated with current references. Describe services your organization has provided in the past **three (3)** years that demonstrates your organization's capability to carry out the proposed services.
 - d) Project management methodology – Describe project organization and management methods that are most appropriate to perform the services and provide deliverables as required in this RFP. The description shall include procedures, cost and time schedules, and any other management considerations appropriate to this RFP. Contract and project managers and key personnel shall be identified. Any subcontractors shall be identified and the intended scope of their work detailed. Office locations for key personnel and any subcontractors shall be identified. The management methods shall address cost or price monitoring and control. The Respondent's management and project tracking capabilities shall be described.
 - e) In its response to this RFP, RESPONDENT must submit a Financial Proposal that clearly identifies all costs, fees and/or charges to WTAMU over the term of the

agreement. No particular form of Financial Proposal is required, but it must be clear and plainly identify all costs, fees and/or charges.

- Respondent shall provide a list of at least 3 references where they have provided management and operational services of this type and scope. References shall include, name of company, address, point of contact, and phone number. A negative reference may be cause for disqualification of proposal. On site visit of reference may be requested.
- Must provide PCI compliance document (attachment G)
- Must provide data protection questionnaire (attachment G)

4.6 West Texas A&M University Contract

Any questions or concerns regarding this Request for Proposal shall be directed in writing to:

Liz Gideon
Buyer III
Email: egideon@wtamu.edu
Phone: 806-651-2112

WTAMU specifically requests that Respondents **restrict all contact and questions regarding this RFP to the above named individual.**

4.7 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum to the contact identified in Item 4.6. Only inquiries which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

Notice: It is the responsibility of Respondents who download this RFP from the Electronic State Business Daily (<http://www.txsmartbuy.com/sp>) to check the website for any addenda for this RFP. All such addenda issued by WTAMU prior to the time that proposals are received shall be considered part of the RFP. The Respondent shall consider and acknowledge receipt of such addenda by including signed copies of such addenda in their response.

The addendum for listing all questions and answers is scheduled to be available posted on the above referenced website as outlined in the Key Event Schedule.

4.8 Terms and Conditions and Contract

All terms and conditions and other requirements contained in this RFP shall govern any Agreement issued as a result of this RFP. Additional or attached terms and conditions which are determined to be unacceptable to WTAMU shall result in the disqualification of the proposal. By submitting a response to this RFP, you affirm your company's intention to enter into an agreement under the terms and conditions listed in the contract example. No other form of contract will be utilized as a result of this RFP.

4.9 Protest Procedures

Any vendor wishing to challenge a purchase award made by the Department of Purchasing must make a written request to the Director of Procurement & Contracts to review the transaction. The request for review must be made within three working days of the notification of award.

The Director of Procurement & Contracts will review the award and provide a written explanation of the decision to the vendor making the request. In the event that the Director of Procurement & Contracts review discovers any significant deviation from the rules, the award may be changed at their discretion. The vendor may appeal the decision, within three working days, to the Director of Procurement & Contracts who will render a decision.

If the vendor does not agree with the decision of the Director of Procurement & Contracts, the vendor may appeal to the Vice President of Business & Finance, whose decision will be final.

SECTION 5
GENERAL TERMS AND CONDITIONS

5.1 General

TERMS AND CONDITIONS: WTAMU reserves the right to accept, reject, modify, and/or negotiate any and all submittals received in conjunction with this RFP. It reserves the right to waive any defect or informality in the submittals on the basis of what it considers to be in its best interests. Any submittal which WTAMU determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. WTAMU reserves the right to award to the firm, or firms, which in our sole judgment, will best serve our long-term interest.

This RFP in no manner obligates WTAMU to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by WTAMU without penalty or obligation at any time prior to the signing of a contract.

The Respondent must include a formal copy of any Respondent terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by WTAMU Office of General Counsel are essential prior to the award of any resultant agreement. In the event the Respondent does not supply terms and conditions with their submittal, WTAMU terms and conditions will govern this transaction.

- A. GOVERNING LAW: Respondent agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- B. NON-DISCRIMINATION: The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, Respondents certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- C. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting a state of qualification, the Respondents certify that they do not and will not, during the performance of any resultant agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- D. DEBARMENT STATUS: By submitting a proposal, Respondents certify that they are not currently debarred from submitting submittals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.
- E. INDEMNIFICATION AND HOLD HARMLESS: The Respondent shall defend, indemnify and hold harmless WTAMU, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the Respondent's performance under any resultant agreement. The Respondent agrees to protect the State from claims involving infringement of patents or copyrights.
- F. RESPONDENT LIABILITY: The Respondent will be liable for any associated costs of repairs for damage to buildings or other WTAMU property caused by the negligence of the Respondent's employees.
- G. EARLY TERMINATION: WTAMU shall have the right to terminate any resultant agreement with the Respondent without penalty after a (30) day written notice of termination to

the Respondent under the following circumstances:

1. Default of Respondent

It shall be considered a default whenever the Respondent shall:

- (a) Disregard or violate material provisions of any resultant agreement documents or WTAMU instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon performance results.
- (b) Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. Convenience of WTAMU

Termination of any resultant agreement if construed by WTAMU to be in its best interest for serving the community and its students, faculty, and staff.

Note: Any contract cancellation notice shall not relieve the Respondent of the obligation to deliver and/or perform prior to the effective date of cancellation.

- H. RESPONDENT PAYMENT/BILLING TERMS: Payment of invoices will be made thirty (30) days after receipt of a correct invoice and approval by the applicable department within WTAMU.
- I. CIVIL RIGHTS REQUIREMENTS: All Respondents must comply with applicable civil rights laws.
- J. NON-COLLUSION CLAUSE: The Non-Collusion Affidavit found in **ATTACHMENT C** must be executed as a part of the Respondent's submittal.
- K. ENTIRE AGREEMENT: Any resultant agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of any resultant agreement. Any amendment or modification to any resultant agreement must be in writing and signed by the parties hereto.
- L. SEVERABILITY: It is understood and agreed that if any part, term, or provision of any resultant agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if any resultant agreement did not contain the particular part, term, or provision held to be invalid.
- M. MODIFICATION OF SERVICE: WTAMU reserves the right to modify the services during the course of any resultant agreement. Any changes in pricing and rates proposed by the Respondent resulting from such changes are subject to acceptance by WTAMU.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, resultant agreement may be subject to competitive bidding based upon the new specifications.
- N. PUBLICITY: Respondents must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from WTAMU.

Information provided to Respondent by WTAMU, including but not limited to information from the members, officers, agents, or employees of The Texas A&M University System or any of its members, and information provided to Respondent by members of the public or any other third party shall belong to WTAMU.

- O. INDEPENDENT CONTRACTOR: The successful Respondent agrees that in all respects its relationship with WTAMU will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of WTAMU or incur any obligation on the part of WTAMU without written authority of WTAMU. As an independent contractor, Respondent will be solely responsible for determining the means and methods for performing the services described. Respondent shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of WTAMU relative to conduct on its premises.
- P. CONFIDENTIALITY: In accordance with the Texas Public Information Act, Submittals could be subject to public review after any resultant agreements have been executed. Respondents responding to this submittal are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing.

Information created, derived, or otherwise produced by Respondent shall remain the exclusive property of Respondent. Respondent acknowledges any final report or papers will be provided in accordance with this Agreement, and that any information contained in any report or papers, which Respondent believes is confidential under Texas law will be clearly designated as such by Respondent. In the event WTAMU receives a request for public information for any portion of any final report or papers that have been designated by Respondent to be confidential, WTAMU will provide notice to Respondent and Respondent may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code.

- Q. PUBLIC INFORMATION ACT:
- (a) Respondent acknowledges that WTAMU is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this RFP, as well as any other disclosure of information required by applicable Texas law.
 - (b) Upon WTAMU's written request, Respondent will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of WTAMU.
 - (c) Respondent acknowledges that WTAMU may be required to post a copy of the fully executed Agreement as a result of this RFP on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
 - (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to any resultant agreement and the Respondent agrees that the resultant agreement can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
- R. OWNERSHIP OF DOCUMENTS: Upon completion or termination of any resultant agreement, all documents prepared by the Respondent for the benefit of WTAMU shall become the property of WTAMU. At WTAMU's option, such documents will be delivered to WTAMU Procurement Office. WTAMU acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, WTAMU shall have a recognized proprietary interest in the work product of the Respondent.
- S. SUBCONTRACTING: No subcontract or third-party personnel will be permitted to perform services described herein, without the written consent of WTAMU. Upon written request, the Respondent shall provide copies of all applicable licenses and other written approvals, which may be held by its subcontractors in order to perform the services described herein.

The Respondent shall be fully responsible for all work performed under any resultant agreement from this RFP. The Respondent shall describe who will be, if any, subcontractor(s) for the resultant agreement. No subcontract, which the Respondent entered into with respect to performance under any resultant agreement, shall in any way relieve the Respondent of any

responsibility for the performance of its duties under the terms of the resultant agreement. The Respondent shall notify the agency in writing of any changes in subcontracting.

- T. DISPUTE RESOLUTION: The resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by WTAMU and Respondent to attempt to resolve any claim for breach of contract made by Respondent that cannot be resolved in the ordinary course of business. Respondent shall submit written notice of a claim of breach of contract under this Chapter to the Vice President for Business & Finance, who shall examine Respondent's claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.
- U. VENUE: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against WTAMU shall be in the county in which the primary office of the chief executive officer of WTAMU is located.
- V. STATE AUDITOR'S OFFICE: Respondent understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Respondent agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Respondent will include this provision in all contracts with permitted subcontractors.
- W. Respondent shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of WTAMU.
- X. Respondent hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- Y. ALTERNATE PROPOSALS: WTAMU reserves the right to consider alternate proposals submitted by respondents. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.
- Z. WARRANTIES: In addition to all warranties established by law, Respondent hereby warrants and agrees that:

All goods and services covered by any agreement shall conform to the specifications or other descriptions set forth in the agreement or otherwise furnished or adopted by WTAMU, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. WTAMU shall have the right of inspection and approval, and may, at Respondent's expense, reject and return nonconforming goods or require re-performance of services which are not in compliance with the requirements of the agreement. Defects shall not be deemed waived by WTAMU's failure to notify Respondent upon receipt of goods or completion of services, or by payment of invoice.

All goods and/or services provided under any resultant agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations effect or proposed as of the date of the agreement.

All goods delivered pursuant to any resultant agreement shall conform to standards established for such goods in accordance with any applicable federal, state or local laws and regulations, unless otherwise indicated in the agreement.

- AA. ACCEPTANCE OF SERVICES: All services performed under any resultant agreement shall be to the satisfaction of each agency and in accordance with the specifications, terms, and conditions of the agreement. WTAMU reserves the right to review the services performed and to determine the quality and acceptability of such services.
- BB. SALES AND USE TAX: WTAMU, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Respondent may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
- CC. NON-WAIVER OF DEFAULTS: Any failure of the Agencies at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the Agencies at any time to avail itself of same.
- DD. TECHNOLOGY ACCESS CLAUSE: The Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly the Respondent represents and warrants to The Texas A&M University System that the technology provided to The Texas A&M University System for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired for purposes of the paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology either directly by features incorporated within the technology or by WTAMU Office for HUB and Procurement Programs has recently established.
- EE. CONFLICT OF INTEREST: By executing any resultant agreement, Respondent and each person signing on behalf of Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The WTAMU or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of the resultant agreement, or in the services to which the resultant agreement relates, or in any of the profits, real or potential, thereof.
- FF. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: To the extent that Texas Government Code, Chapter 2270 applies to any resultant agreement, Respondent certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of any resultant agreement. Respondent acknowledges any resultant agreement may be terminated and payment withheld if this certification is inaccurate.
- GG. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Respondent certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges any resultant agreement may be terminated if this certification is or becomes inaccurate.

HH. PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING: Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in any resultant agreement is not ineligible to receive the specified contract and acknowledges that the resultant agreement may be terminated and payment withheld if this certification is inaccurate.

5.2 Definitions

Whenever the following terms are used in any part of this RFP the intent and meaning shall be interpreted as follows:

RFP shall mean Request For Proposal.

UNIVERSITY or WTAMU shall mean West Texas A&M University.

HUB shall mean Historically Underutilized Business as certified by the State of Texas

HSP shall mean HUB SubContracting Plan

Respondent shall mean the individual, partnership, corporation, or other entity that submits a response to this RFP.

Vendor or Seller shall mean the individual, partnership, corporation, or other entity awarded a Contract or Agreement for labor or for equipment & supplies under this RFP in accordance with the terms, conditions, and requirements herein

Agreement / Contract shall mean the formal Contractual Agreement entered into between WTAMU and the Seller as a result of this RFP by means of purchase order and/or separate written contract.

5.3 Acceptance of Goods and Services

All goods furnished and all services performed under the Agreement shall be to the satisfaction of WTAMU and in accordance with the specifications, requirements, terms and conditions of this RFP and the Agreement. University reserves the right to inspect the goods furnished or services performed, and to determine the quality, acceptability, and fitness, of such goods or services.

All goods and equipment furnished must be new and unused at the time of delivery. All equipment must be provided with standard manufacturer's warranty. Instruction, service and parts manuals are to be furnished at no charge. All manuals must be in English.

5.4 Ownership of Deliverables

Upon acceptance by WTAMU of any and all deliverables, such deliverables shall become the property of and full ownership conveyed to the University. Such deliverables shall include, but not be limited to, maps, charts, publications, reports and other documents, datasets, software (including licenses and permits), and any other items created by the work performed by the Seller. All copyrights, printing/reprinting and publishing/republishing rights for any publications shall be in the name of, or conveyed to WTAMU State University, a member of the A&M System

5.5 Invoicing

Seller shall submit one copy of an itemized invoice to the designated invoice address showing the purchase order number. In case of a problem on a disputed invoice or charge, Seller will provide necessary information (i.e. duplicate invoice, shipping information and proof of delivery) at no extra charge to WTAMU within five (5) business days of request.

All credit memos will reflect the purchase order number and the original invoice number in which the charge was initiated.

5.6 Payment

Payment will be made by WTAMU on a monthly basis for completed services that have been approved and within thirty (30) days of receipt of a correct and uncontested invoice from Seller.

Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251.

5.7 Reporting

Seller will provide reports as required to the WTAMU HUB Coordinator or his/her designee detailing the subcontracting activity, status, and updates of performance of services required in this RFP.

Seller will provide the Contract Administrator or his/her designee detailed progress and /or performance reports on a weekly or bi-weekly basis as determined by the WTAMU.

Seller may be required to have monthly conferences with a Technical Team if one is appointed by the WTAMU.

Seller will provide other reports as may be sporadically required or requested.

5.8 Observance of University Rules and Regulations

Seller agrees that at all times its employees will observe and comply with all regulations of WTAMU, including but not limited to parking and security regulations.

5.9 Non-Disclosure

Seller and WTAMU acknowledge that they or their employees may, in the performance of any Agreement resulting from this RFP, come into the possession of proprietary or confidential information owned by or in the possession of the other party. Neither party shall use any such information for its own benefit or make such information available to any person, firm corporation, or other organizations, whether or not directly or indirectly affiliated with the Seller or University unless required by law.

5.10 Publicity

No public disclosures or news releases pertaining to this RFP or any details thereof shall be made public without prior written approval of WTAMU. Seller agrees that it shall not publicize any Agreement or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of University's name in connection with any sales promotion or publicity event without the prior written approval of WTAMU.

5.11 License and Permits

Seller will obtain and maintain at its own expense, and in its name, all necessary licenses and permits required to perform the services required herein.

5.12 Compliance with Law

The Seller shall comply with any applicable federal, state, and local laws and regulations in performing its operations under the Agreement.

5.13 Alcohol, Tobacco and Drug-Free Workplace

WTAMU is committed to maintaining an alcohol, tobacco and drug-free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Seller's employees while in the performance of any services provided under and Agreement resulting from this RFP is prohibited. Violation of this requirement shall constitute grounds for termination of the Agreement.

5.14 Force Majeure

No party shall have any liability to the other party under the Agreement by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by an act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond that party's control (herein called "Force Majeure").

SECTION 6
CONTRACTUAL REQUIREMENTS

6.1 Insurance

- 6.1.1 The Vendor shall not commence work until all of the insurance requirements has been obtained and certificates of such insurance in force have been filed with and accepted by WTAMU. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by University shall not relieve or decrease the liability of the Vendor.
- 6.1.2 Unless otherwise specified, the Vendor shall provide and maintain, until the work included in this RFP is completed and accepted by the University, the minimum insurance coverages outlined in the insurance requirements.
- 6.1.3 Certificates of Insurance must be mailed to:

WTAMU State University
Attn: Liz Gideon
Buyer III
WT Box 61001
Canyon TX 79016

By submitting a proposal in response to this RFP, the Respondent acknowledges and affirms these insurance requirements are understood and will provide such insurance as required herein if awarded a Contract resulting from this RFP.

6.2 HUB Sub Contracting Plan (HSP)

All agencies of the State of Texas are required to make a good faith effort to utilize Historically Underutilized Business (HUB) Vendors in procurements for commodities and services. It is the policy of the State of Texas, the Comptroller of Public Accounts, Texas Procurement & Support Services Division (TPASS), and WTAMU, as a good faith effort, to encourage the use of HUB Vendors in all prime Contracts, Subcontracts, and purchasing transactions. WTAMU's initiative is to assist Vendors to achieve goals through race, ethnic, and gender-neutral means.

6.3 Public Information

- 6.3.1 PROVIDER acknowledges that WTAMU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- 6.3.2 Upon WTAMU's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of WTAMU. PROVIDER acknowledges that WTAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- 6.3.3 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

6.4 Indemnification

Seller agrees to indemnify and hold the State of Texas, WTAMU, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under the Seller's supervision and control.

6.5 Performance/Payment Bonds

For this RFP it is not expected to require a performance/payment bond. However, a Performance Bond and Payment Bond may be required to be executed in the full amount of the Contract amount as guaranty that the scope of work will be performed and that the WTAMU and the State of Texas will be saved harmless from all cost and damages which the WTAMU and the State of Texas may suffer by reason of default or failure of the Respondent to perform the work. **Performance Bonds are required for public works contracts that exceed \$100,000 and Payment Bonds are required for public works contracts that exceed \$25,000. Both are required for public works contracts that exceed the \$100,000 threshold.**

Forms for the bonds will be provided by the WTAMU and will be furnished to the successful Respondent. The bonds shall be a United States Treasury or Surety or blanket bond from a company chartered or authorized to do business in the State of Texas.

Each bond shall remain in force until final acceptance of the related project by WTAMU. The successful Respondent shall execute and deliver performance/payment bonds in such form and with such sureties as WTAMU may prescribe or approve the cost thereof. **Costs for the Respondent obtaining performance and payment bonds shall be included in the Respondent's proposal pricing as a separated line item.** Respondents will be informed upon award of Agreement if these bonds will be required.

6.6 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by the Seller for the performance of services associated with and pertinent to the resultant Agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.

6.7 Dispute Resolution

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the *Texas Attorney General* pursuant to Chapter 2260, shall be used by the parties hereto to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business. The parties shall submit written notice of a claim of breach of contract under this Chapter to the representative undersigned party, who shall examine the claim and any counterclaim and negotiate with the other respective party in an effort to resolve the claim.

6.8 Contract Administration

Upon award and execution of an Agreement or Contract, administration of such Agreement or Contract will be by a University Contract Administrator. All issues relating to the Agreement or Contract including, but not limited to, Contract changes or modifications, Contactor performance, Contract renewals, cancellation, and disputes will be handled by the University Contract Administrator. Vendor will coordinate with the University Contract Administrator on all issues related to the Agreement or Contract.

SECTION 7
KEY EVENTS SCHEDULE

7.1 Listed below are the important events and dates by which they must occur. WTAMU reserves the right to change any of these dates/times if determined necessary. Any change in dates/times of events that are to occur prior to and including deadline for Respondents to submit responses to proposal will be issued by written addenda.

EVENT	DATE
Issue RFP	September 1, 2022
Mandatory Pre-Bid Conference	September 15th, 2022 at 1pm, WTAMU Campus, Old Main Room 317
Deadline for Submission of Questions	September 23rd, 2022
Answers to Questions Posted	September 27 th , 2022
Deadline for Submission of Proposals (Including Hub Subcontracting Plan)	October 6th, 2022 at 2:00 PM Central Time
Public Bid Opening	October 6th, 2022 at 4:00 PM Central Time, Old Main, Room 106
Approximate Date for Vendor Presentations	TBD
Expected Contract Start Date	August 1, 2023

ATTACHMENT A

Scope of Work

Service Requirement

Services shall include, but are not limited to, the requirements contained in the RFP. Services set forth that contain the words “must” or “shall” are mandatory and must be provided as specified with no alternation, modification, or exception. Services set forth that contain the words “may,” “should” and “can” allow respondents to offer alternatives to the manner in which the services are provided.

The following service requirements must be included, but are not limited to:

1. Sales

The University’s current food service provider is ARAMARK for campus dining. **Please reference Exhibit A** for a breakout of square footage for each area. Retail services and/or catering is provided in:

JBK Food Court Dining/ Serving
JBK Food Court Prep

JBK C-Store
JBK C-Store Prep

Cross Hall C-Store

Dining Hall Dining/ Serving
Dining Hall Prep
(Non-food storage areas and offices not included)

Alumni Banquet Hall Dining
Alumni Banquet Hall Buffalo Room Dining

JBK Catering Kitchen

1910 Grill located in the Happy State Bank Agriculture Science Complex

Amarillo Center Buffalo Council Prep

Piehl-Schaeffer Agriculture Pavilion

The University’s current concessionaire is ARAMARK for all athletic concessions. Concessions is provided in:

Bain Schaeffer Buffalo Stadium (Four locations)
WT Soccer and Track & Field Complex (One location)
Schaeffer Softball Park/ Wilder Baseball Park (One location)
WT Fieldhouse – aka The Box (One location)
First United Bank Center (Two locations)

The Respondent must accept major credit cards, debits cards, and the University “Campus Debit Card” declining balance card at all locations it provides food. Cash is allowed at all concession sites and in some circumstances, on campus and shall work with awarded Respondent during those times.

2. Franchise and Branded Concepts

The Franchised concepts currently operated by ARAMARK are Chik-fil-A, Pony Express, Which Wich Sandwiches and Starbucks. Although the University will not require that the current branded concepts be maintained, the University shall expect that the food service to be provided shall include varied national franchised or branded food products on the University's campus.

3. Catering

The University will require high quality catering services that may range from box lunches to formal dinners on and off campus including both University and non-University groups. The catering program must address the diverse needs of students, faculty, staff, and administrators. The University is particularly interested in creative options for low-cost catered events to encourage student organizations and departments to buy from the Respondent. Catering includes limited and controlled alcoholic beverage service in designated facilities. The successful Respondent must be required to obtain and maintain the necessary licenses and permits related to selling and serving by their staff. All events in the University buildings shall be required to use campus food services provided unless waived by University Representative.

4. Concessions

Buffalo Sports Park

Buffalo Sports Park features eight artificial surface fields that comprise one of the largest turf complex in North America. Schaeffer Park (softball; capacity 600), Wilder Park (baseball; capacity 600), The Pitch (soccer/track; capacity 1,500), two intramural fields (football, softball) and two football practice fields are used year-round by the WTAMU Athletics program, WTAMU recreational sports, and many area high schools and youth leagues. These fields are served by two (2) concession stands, one at The Pitch and one that serves both baseball and softball.

Buffalo Stadium

West Texas A&M opened an 8,500 football stadium in the Summer of 2019, which is the centerpiece of Buffalo Sports Park. The stadium features premium seating, video scoreboards, ribbon boards, club level hospitality, and suites. Buffalo Stadium has four (4) concession stands and the stadium is used year-round for catered events.

First United Bank Center

Opened in 2002, the FUBC is the premier basketball facility in the Lone Star Conference, with seating that can be arranged for 600 – 6,000. The FUBC consists of a new HD video screen, premium seating and multiple locker rooms for teams and officials. The FUBC is the home of the highly successful Buff & Lady Buff basketball teams, as demonstrated by more than 50 championship banners that hang above the floor. The facility is in used more than 300 dates per year for high school basketball, youth summer camps, commencement, concerts, career fairs, gala events and more.

The Box

Built in 1959 as the original home of WTAMU Basketball, The Box is now the exclusive home of the three-time national champion Lady Buff Volleyball program. The Box seats 1,600 fans and is served by one (1) concession stand.

5. Meal Plan

The University may require that a variety of high quality short-term and declining balance meal plans be provided to meet the needs of the current students, faculty, and staff. As a part of this RFP, the Respondent should also prepare a plan inclusive of costs and other necessities to implement a meal plan for students, and a cash meal option for the faculty and staff. The meal plan option shall be designed especially for those students who live on campus. The University wants to encourage commuter students, faculty, and staff to eat with students as a means of enhancing the University Learning Community. The University is interested in providing nutritious, economical meals at times when students want to eat. The plan should consist of a number of meals throughout the semester. The Respondent should address if and how they might provide replacement meals and “grab ‘n go” food service to students, faculty, and staff on campus. Current meal plans offered:

Plan	# of Meals	Dining Dollars	# of Students Enrolled in Plan/Fall 2020	# of Students Enrolled in Plan/Fall 2021	# of Students Enrolled in Plan/Fall 2022
Voluntary 50	50	50	28	38	37
Voluntary 75	75	75	28	39	32
Upperclassman	125	500	150	179	189
Silver	160	400	1,333	1,192	1,421
Gold	185	350	200	229	239
“Platinum” Unlimited	Unlimited	150	204	185	135
TOTALS			1,943	1,862	2,053

West Texas A&M University also allows patrons to add dining dollars during the semester at a discounted rate. Currently, an extra \$100 in dining dollars may be added for \$95 and extra \$200 dining dollars can be added for \$180.

6. Rates

Rates charged shall be determined by mutual agreement between University and Respondent. Rates may be subject to review on an annual basis and changed if mutually agreed to in writing between the Respondent and the University.

7. Royalty, Capital Investment Funding

The University is interested in contracting with a food service company that has the financial strength to provide capital outlay dollars designed for repair, replacement, and upgrade of University owned food service equipment and developing food service venues. The University shall be responsible for the construction management of all construction or renovation projects unless otherwise agreed to in writing.

8. Vending

Vending machine sales are not intended to be and are not covered in this RFP. The University’s vending machine sales are covered by a separate contract.

9. Competitive Products and Services

The University reserves the right to offer for sale products and services, which may be competitive or similar in nature to products and services offered by the successful Respondent. This may include, but is

not limited to, existing vending contracts for soft drinks and snacks, as well as the sale of other products and the provision of similar services by the University.

10. Exclusive Pouring Rights

The University currently has an exclusive contract, currently with Pepsico, a vendor related to the dispensing, sales, advertising, and promotion of soft drinks on the University campus. The Respondent's contract may provide for both beverage vending and pouring rights on campus and off campus events. Respondent will be required to comply with the requirements of the contract as related to pouring rights. The University also has an exclusive brand contract for alcoholic beverages on certain athletic venues.

11. Food Service Exclusive

The University shall grant Respondent exclusive right to operate food service on or from the premises. There might be situations where Respondent will grant a waiver to University to allow off campus food service - i.e. – breaks, respondent not able to meet the food requirement, etc.

12. Credit

The Respondent shall operate with its own credit and shall furnish at its own expense all food and beverage items served on campus. Likewise, the cost of all non-food supply items required for the food service operation shall be borne by the respondent. All incoming shipments of supplies shall be to the Respondent's account. Under no circumstances may shipments be made or invoiced to the University.

Performance Expectations

13. Use of University's Gold Card ID/ Debit Card Program

The Respondent shall be required to utilize the University's Buffalo Gold Card, which operates on the Transact Campus System. The Buffalo Gold Card is for tracking meal plan food service participation, as well as accepting the declining balance value feature at all retail locations. The University is responsible for the cost of issuing the Buffalo Gold Card (campus identification card) to students, faculty, staff, tenants and vendors. Respondent shall rent on an annual basis from the Buffalo Gold Card office all card System compatible POS terminals, readers, printers and appropriate accessories, which are necessary for the performance of the Services and Respondent's other duties and obligations under the terms of this Agreement. If the Respondent's management staff is not acquainted with the Transact Campus System, their managers shall attend campus-provided training prior to commencement of the contract at the expense of the Respondent.

Respondents should submit a description of a comprehensive meal plan program. These should include, but not be limited to, traditional plans, "block plans," meal equivalency plans, declining balance plans, conference plans, discounting/reward/promotional plans, etc. The Respondent is also encouraged to propose non-traditional meal plan options that are consistent and responsive to current student preferences.

14. Hours of Operation

As part of this RFP the Respondent shall propose standard hours of operation for all dining operations per academic year and summer session, including break periods. All changes shall be arrived at by mutual agreement of the Respondent and the University Representative at least six (6) weeks before changes are made. Current hours of operation are:

Academic Year (Mid August to Mid May)**Dining Hall School Year**

Monday – Friday 7:00 AM – 10:00 PM

Breakfast 7:00 AM – 10:00 AM

Lunch 11:00 AM – 1:30 PM

Dinner 4:45 PM – 7:00 PM

Late Night 8:00 PM – 10:00 PM

JBK Food Court

Monday-Thursday 7:00am-7:00pm

Friday 7:00am-4:00pm

Saturday/Sunday Closed

POD/Starbucks

Monday - Thursday 7:00am- 8:00pm

Friday 7:00am - 5:00pm

Saturday 10:00am-2:00pm

Sunday-Closed

ANS C-Store

Monday-Thursday 7:00am – 2:00pm

Friday 7:00am – 1:30pm

Buff Stop

Monday-Thursday 3:00pm-12:00am

Sunday 3:00 pm – 12:00AM

Friday/ Saturday Closed

Summer Hours (Hours may vary based on requested Department needs)**Dining Hall**

Breakfast 7:00AM- 9:00AM

Lunch 11:00AM – 1:00PM

Dinner 4:45PM- 6:30PM

Food Court

Monday-Friday 7:30am-2:00pm

Saturday/Sunday Closed

POD/Starbucks

Monday-Friday 8:00am-4:00pm

Saturday/Sunday Closed

ANS C-Store

Closed

Buff Stop

Closed

15. Minimum Standard for Catered Services

Table linen service shall be used for all catered events, unless otherwise approved by the University Representative. Dining Service management staff shall supervise all catered events.

Uniformed server staff should be utilized for all catered events with service levels that have been mutually agreed upon by the Respondent and the University Representative. Appropriate training will be conducted for all catering staff, including student staff, prior to being assigned to any catering service.

An adequate pool of catering staff will be trained and available to ensure coverage of all events without relying upon other dining service employees working overtime.

Licensed bartenders may be required for catered events and shall be furnished by the Respondent.

16. Scheduling of Events/ Scheduling Software

The University shall control the space commitment and scheduling of authorized University catered events in coordination with the Contractor. The Respondent shall consult on and coordinate the menu, details of services required and advice on effective program arrangements required with the individual or department requesting the catering service. The Respondent should provide an online ordering form/system accessible via the University Food Services/ Catering website provided by the University.

17. Respondent Representation

The Respondent shall have a representative in attendance at all catering and appropriate campus committees and staff meetings.

18. Use of University Production Facilities for Off-Campus Events or Sales

The Respondent may be granted University approval to use the University's kitchen facilities, utilities, and equipment for the production of food products for use at other locations off-campus. Separate cost controls, profit centers and control records shall be established and maintained by the Respondent to ensure auditing compliance is maintained.

The Respondent shall pay the University a commission on net sales for off campus events (gross sales less State and local sales tax) generated. The terms of the agreement for providing this service shall be determined by mutual agreement of the University Representative and the Respondent.

19. Vehicle(s)

The Respondent shall supply a vehicle(s) to transport dining service items throughout campus. The Respondent shall provide qualified staff to operate the vehicle(s). The Respondent shall be liable for damages or injuries caused by the negligent operation of said motor vehicle(s) by the employees or agents of the Respondent. The Respondent shall be responsible for the maintenance, appearance, and the parking permits required. The vehicle(s) should be clearly identified with the catering logo's image and/or the Respondent's name.

20. Appropriate Facilities/Groups

It shall be the responsibility of the University to designate meeting rooms on campus that have appropriate and adequate facilities for the service of alcoholic beverages. The University shall designate the groups to be served such beverages in accordance with Campus Alcohol Policy.

21. Training

All bartenders and alcoholic beverage servers must be trained in methods for responsible beverage service, laws regarding alcohol service and alcohol service in difficult situations. All approved catering events with alcohol service require the Respondent to provide bartenders that have completed a beverage server training program and who are currently licensed to serve alcoholic beverages.

Facilities and Space

22. Space Needs

The University permits the Respondent to use such spaces as necessary to carry out the terms of this contract; such spaces, as defined by the University, as areas for Dining Services, catering and concessions, equipment, and limited supplies. Subsequent modifications of space needs shall be subject to mutual agreement of the University Representative and the Respondent.

23. Use of Dining Service Areas by University

The University may use the Dining Service areas from time to time for meetings, dances and other student activities. The University's personnel, at no cost to the Respondent, shall undertake appropriate set-up and clean-up. Facilities shall be restored to conditions mutually satisfactory to the Respondent and the University Representative before regularly scheduled meal service. Restoration shall involve maintenance and sanitation to the areas, dining, service equipment and trash removal.

24. Use of Non-Dining Service Areas by Respondent

When the Respondent uses areas which are not primarily intended for Dining Service (e.g. meeting rooms, halls, clubs and lounges) for purposes that may be required, such as receptions, appropriate set-up and tear-down of tables and chairs shall be undertaken by the Respondent. The Respondent shall be responsible for the removal of food equipment and leftover food for the area, as well as the sanitation of all tables and chairs used.

25. Facility Repair

The University shall be responsible for the cost of repair of any facilities used by the Respondent in the dining and other retail locations, except for any repair that is caused by the negligence of the Respondent or its employees.

26. Condition Upon Contract Termination

Upon termination or expiration of the contract, the Respondent shall vacate the premises and deliver the premises to the University in the same condition the Respondent occupied the premises (reasonable wear and tear expected). The Respondent shall repair any damages to the premises caused by the Respondent or its employees not to exceed 30 (thirty) days from vacating the premises.

27. Office Space and Equipment

The University shall provide the Respondent an office in the Kitchen area and one office on the first floor of the Dining hall, including the necessary desks, chairs, and filing cabinets. As part of this RFP, the Respondent can propose office space needs to be determined by the mutual agreement of the Respondent and the University Representative. Equipment not provided by the University that the Respondent deems necessary may be provided by the Respondent as its own expense. Said equipment shall require prior approval of the University Representative prior to installation.

28. Computers, Printers, and Photocopiers

The Respondent shall provide at its own expense, all necessary computers, printers, facsimile machines, and general office supplies. Computers must be compatible with campus hardware and software

standards, as well as the University network to ensure access to email communications, reservations/ catering software programs; and electronic access system reports. The Respondent is also responsible for payment of any and all University annual computer network connection fees for their computers and printers. Respondent shall rent annually all point of sale equipment and items that are compatible with the Buffalo Gold Card system.

29. Telephone Equipment

The University shall provide the Respondent with telephone equipment/ campus network service, installation and repair service and shall be billed accordingly. The University shall determine the style, number and locations of equipment to be provided. The Respondent, at its option, may install additional equipment at its expense with the prior approval of the University Representative.

The Respondent may have access to local and long-distance service using equipment provided by the University and shall reimburse the University on a monthly basis at rates the University is billed at or the Respondent may obtain their own long-distance provider.

30. Time Clocks

The Respondent shall provide, at its cost, all time clocks or time keeping systems needed for its employees, and cover the cost of necessary telecommunications equipment or charges.

31. Utility Service

The University shall provide heat, water, electricity and air conditioning, which the Respondent shall be billed accordingly. The University shall not be liable for any loss that may result from the interruption or failure of any such utilities or services. The Respondent may specify reasonable utility requirements that University shall provide. The University shall not be required to provide or pay for the installation of additional electrical lines, plumbing, drains, fans and general maintenance. The provision of which shall be the sole responsibility of the Respondent (only with prior written consent of the University).

32. Laundry, Linen and Uniforms

Respondent shall be responsible for costs of all laundry, linen and uniform services.

Safety, Security, and Facility Access

33. Facility Security, Key Control and Facility Access

The Respondent shall be responsible for control of keys and access cards obtained from the University, as well as the security of those areas when used by its representatives. The University shall furnish instructions and train Respondent's full-time managers in approved procedures for building access and security measures both within and outside normal building operating hours.

The Respondent shall be responsible for determining that all equipment has been turned off, windows are closed and doors are locked. The Respondent shall be responsible for immediately reporting to the University Police and the University Representative all the information relating to losses incurred as a result of break-ins to areas of the University.

The University Representative and Respondent shall mutually determine the additional security measures required to control unauthorized access to all Dining Service areas included in this contract.

34. University Access

Respondent understands and agrees that the University shall have the right to enter the food service locations at any time. The Physical Plant, University Police and the University Representative shall keep current keys to spaces under control of the University.

35. Lock Cylinder/ Key Replacement

The Respondent shall be responsible for the cost of re-keying and replacement of lock cylinders according to the University's lock/key procedures as part of the transition process. The Respondent shall be responsible for replacement of lost keys and the cost of re-keying, as well as all costs associated with changing safe combinations. Lost keys must immediately be reported to the University Lock Shop, University Police and the University Representative. The Respondent shall be responsible for collecting campus identification cards for non-student employees prior to separation and turning those cards into the University ID Card system administrator.

36. University Security

The University shall provide the Respondent with campus protection and security services currently available to Dining Service, such as night patrol, door checks, security consulting, etc. etc. This service shall not include armored car service.

If the Respondent requires additional security, it shall be coordinated through the University Police, for which the Respondent agrees to pay prevailing charges. The Respondent may also supplement with additional supervisory staff. No other security staff may be employed by the Respondent without approval of the University Representative.

37. Safety Requirements

All material, equipment and supplies provided by the University and the Respondent must fully comply with all safety requirements as set forth by Texas Administrative code, all applicable OSHA Standards, and System/ University policies.

The Respondent must provide prominently displayed warning devices and/ or signs that are in compliance with the specified safety regulations. All hazardous conditions, physical surroundings, and equipment shall be reported immediately to the University Police and the University Representative. The Respondent shall follow verbal reports with written reports within twenty-four (24) hours.

The Respondent shall implement an accident prevention and safety program. Proper instructions and training shall be provided on the use of equipment and techniques of handling food. All injuries and accidents are to be reported to the University Representative the day they occur.

The Respondent shall provide the University Representative with a copy of its Disaster Recovery Plan and its Business Continuation Plan.

37.1 First Aid Equipment

The Respondent shall be responsible for the costs of first aid equipment and supplies in all production and service areas.

37.2 Fire Extinguisher System

The University shall furnish and maintain fire extinguisher equipment and supplies, including automatic hood extinguisher systems. The Respondent shall cooperate with the University

Representative to schedule automatic hood extinguisher system inspections and maintenance during off hours.

38. Equipment and Smallwares

38.1 Needs Analysis

Prior to the start date of this contract, the Respondent and the University shall review the quantity and quality of all University owned Dining Services equipment and smallwares. The Respondent and the University Representative shall develop a list of all equipment and smallwares that needs to be replaced, as well as identify new types of equipment or smallwares that are essential to business needs.

38.2 Equipment Replacement and Purchase

As part of the annual University budget review, the University may establish an annual fund for the purpose of purchasing new and replacement Dining Services equipment. The University shall not purchase any signage, trade dress, or equipment proprietary to a national or house branded concept. The prioritized list that shall be developed by the Respondent and the University Representative shall be used as a guide for all equipment purchases.

38.3 Smallwares Replacement and Purchase

At the beginning of this contract and annually thereafter, the Respondent and the University shall each contribute equal amounts to a University held fund that shall be used to purchase new and replacement Dining Services smallwares. The prioritized list that was developed by the Respondent and the University Representative shall be used as a guide for all smallware purchases. Any unused smallware replacements and purchase funds may carry into the next year for future purchases.

38.4 Equipment Maintenance and Repair

The Respondent shall be responsible for the maintenance of all equipment, except that which is fixed, real property, installed as part of the building. In the event that the University owned equipment must be replaced due to ordinary wear and tear or for improvement, the Respondent shall be responsible for such replacement costs. Replacement of equipment, which is fixed, real property shall be the responsibility of the University.

38.5 University Equipment Warranties

For equipment provided by the University, the University makes no implied or expressed warranties. However, the Respondent shall have the benefit of any warranty or guarantee given to the University by the manufacturer or the Respondent of the equipment.

38.6 Ownership and Removal of Equipment and Smallwares

Ownership of all equipment and smallwares shall remain with the University and shall not be loaned or removed from the University without prior written approval from the University Representative. The Respondent shall take all necessary measures to protect against loss by theft, pilferage, destruction, etc. If determined by the University that any losses were due to the Respondent's negligence, the Respondent shall pay the University for the replacement of those losses.

38.7. Surplus

The Respondent shall be responsible for informing the University Representative on the disposal of excess, broken, or damaged Dining Service equipment or smallwares. The disposal of surplus shall be the responsibility of the University and in accordance with State inventory control procedures.

39. Lease Equipment

The Respondent shall make contracts for and payments on all lease rental Dining Service related equipment.

39.1 Purveyor – Owned Equipment

Purchase of products, such as food or supplies, which require equipment for their dispensing, shall be provided by the Respondent. If this equipment has service costs prorated in the cost of the product, it shall not be purchased for use at the University without prior approval.

39.2 Proprietary and Respondent Owned Equipment

Signage, trade dress, and equipment proprietary to a national or house brand, as well as any Respondent owned equipment, shall remain the property of the Respondent and shall be removed from the University immediately upon termination of this contract.

39.3 Equipment Storage for Respondent

Storage space is limited on the campus and the Respondent must manage product, equipment, ordering and handling in an efficient manner to minimize the need for storage. Product and equipment owned by the Respondent may not be stored in University facilities other than those expressly described in this agreement without the written permission by the University Representative.

40. Sanitation

40.1 Highest Standards

Respondent represents, warrants and agrees to maintain clean and sanitary conditions in all kitchens, food preparation areas, service areas, dining areas, loading docks, hoods, grease filters, equipment, floors and seating areas associated with specified University cafeterias, food courts, concessions areas, and restaurants (collectively, the “Food Service Locations”) and incorporated for all purposes, or used by Respondent in the performance of the Services in accordance with the applicable requirements of the Texas Food Establishment Rules (TFER) regarding operation and permits (25 Texas Administrative Code Chapters 228 and 229); and local health ordinances for requirements in the storage, preparation, and distribution of food; sanitization of dishes, equipment, and work areas; and in the storage and disposal of waste. Respondent shall obtain all necessary food handler’s permits from local government agencies. Respondent agrees that in the event that the University reasonably believes Respondent is not in compliance with TFER and the violation creates an immediate threat to the health and safety, the University may (a) perform cleaning services as needed with all invoices billed directly to the Respondent (b) suspend the Permit, and (c) at University’s option, terminate this Agreement without notice or opportunity to cure. Upon receipt of written notice of suspension of the Permit,

Respondent shall immediately cease performance of the Services and all other food-handling operations until written notice that the Permit is reinstated.

The University shall arrange and pay for the monthly clean out of the grease trap at the dining hall and the food court.

40.2 Daily Sanitation Inspections

A management representative of the Respondent shall conduct equipment and facilities maintenance and sanitation inspections daily and upon request, provide a copy of the inspection report to the University Representative.

40.3 University/ Health Department Inspection

Respondent agrees that it will allow inspection of the food service locations at minimum once a semester or (3) times a year by any University or governmental authorities at any time. Respondent shall provide the University with copies of all health and safety inspection reports related to the services within three (3) business days after Respondent receives said reports.

41. Cleaning

41.1 Respondent Responsibilities

The Respondent shall provide the personnel, equipment, and supplies to complete all required housekeeping, cleaning and sanitation service for all Dining Service areas and equipment. This shall include, but not be limited to: production areas; concessions areas; serving kitchens; dish machines; refrigerators; freezers; receiving and storage areas; the main dish-room tray line trash and recycling area; back-of-house and areas regularly used by Dining and Concession Services.

Respondent shall provide reasonable and customary bussing services and restaurant operation cleaning activities, which shall include, but not be limited to: the bussing of tables, sweeping, and mopping. This includes in the primary seating areas, the wiping and sanitization of all chairs and tables, any condiment/beverage counters in the front-of-house and removal of trash during service hours.

41.2 Pest Control

The University shall be responsible for pest control within the Food Service locations, the Office Space and adjacent areas. The University shall work with the Respondent to identify times for service to occur.

41.3 Waste Removal

Respondent shall provide for the removal and proper disposal of all wet and dry garbage to the central waste disposal receptacle, which is provided and by the University. The University shall pay for the off-premise removal of waste materials with the exception of cooking oils, which shall be recycled and removed from the campus at the expense of the Respondent. Any change in the removal schedule or methods shall be mutually agreed upon between the Respondent and the University Representative.

The University shall provide front-of-house waste containers to maintain sanitary standards for trash and recycling disposal. Front-of-house waste and recycling containers shall be kept in a clean and satisfactory condition at all times by the Respondent. Back-of-house area and waste and recycling containers shall be provided and kept in a clean and satisfactory condition at all times by the Respondent. The Respondent shall provide waste container liners for all front-of-house and back-of-house Dining Service areas as needed.

41.4 University Responsibilities

The University shall be responsible for the periodic cleaning of windows, ceilings, blinds, and light fixtures, as well as periodic deep cleaning of walls, in front-of-house area, including offices, on a mutually agreed upon schedule. The University shall be responsible for the periodic stripping, sealing, and waxing of resilient floors and extraction of carpet in the Dining Service areas.

41.5 Recycling

The Respondent shall comply with University and State policies related to recycling of waste materials, purchase of recycled materials and participate in required waste separation programs. The University shall arrange for space and/or suitable containers required for recycling.

The Respondent shall assist the University in providing data supporting their program participation in recycling programs. Additionally, the Respondent shall separate the following materials that are generated by the Respondent:

- Aluminum containers
- Corrugated paper or other container board
- Newsprint
- Office paper/ magazine or other similar material
- Paper
- Plastic Containers
- Steel containers, aerosol cans, and paint cans

41.6 Recycling Removal

The Respondent shall be responsible for the sorting of recycling at all Dining Service building locations. The University shall pay for off-premise removal of recycling and/or waste materials with the exception of cooking oils, which shall be recycled and removed from the campus at the expense of the Respondent. Any change in the removal schedule, frequency, or methods shall be mutually agreed upon between the Respondent and the University Representative.

41.7 Cooking Oil Recycling Container

The Respondent shall pay for the prompt off-premise removal of cooking oils and greases to a recycling facility. This will require the Respondent to pay for the rental, lease, purchase, or loan of an exterior collection container and appropriate containers to safely transport the cooking oils to the container.

41.8 Recycling Containers

The University shall provide front-of-house waste and recycling containers in sufficient quantity to maintain sanitary standards for trash and recycling disposal. Front-of-house waste and recycling containers shall be kept in a clean and satisfactory condition at all times by the Respondent. Back-of-house area waste and recycling containers shall be provided and kept in a clean and satisfactory condition by the Respondent.

The Respondent shall provide durable recycling containers for all catering events where recyclable waste is likely to be generated, such as aluminum and plastics. The Respondent shall remove and empty these containers in the appropriate collection containers provided by the University.

41.9 Reducing Non-Recyclables

The Respondent shall develop programs, approved by the University Representative, to reduce the use of disposable items that are non-recyclable. This includes, but is not limited to, minimizing the use of plasticware. Sustainability measures should also be developed in the program, such as providing a plan for use of food scrap or utilizing materials made from recycled paper content.

42. Personnel

42.1 Personnel Staffing

An adequate staff of employees shall be on duty for the The information should be service of food, as well as to guarantee the accurate handling of financial records. The University reserves the right to request the replacement of any management personnel due to operating difficulties with thirty (30) days notice, as a result from unsatisfactory on-site management. The Respondent must provide sufficient personnel to ensure prompt service to patrons and must have adequately trained backup personnel to substitute for absent regular employees. All employees shall strictly adhere to campus regulations.

42.2 Corporate Management Support Staff

The Respondent shall identify headquarters management staff by name, who shall routinely review and inspect operations, fill staff vacancies, consult with the University Representative on current and future Dining Service programs, and act with full authority on the Respondent's behalf in any and all matters pertaining to the specifications of this contract.

42.3 Personnel Relations

Personnel relations of employees on the Respondent's payroll shall be the Respondent's responsibility. The Respondent shall comply with all applicable government regulations related to the employment, compensation and payment of personnel.

42.4 Personnel Removal/ Dismissal

Personnel of the Respondent shall observe and be subject to all regulations of the University. Failure to do so may be grounds for the University to require that the Respondent immediately remove and/or dismiss the employee from the account.

42.5 Management Assignment and Requirements

The Respondent's management team for this account shall be subject to approval of the University Representative.

42.6 Staff Listing

The Respondent shall supply the University Representative with a complete list of employees, supervisors, and management by assigned work area. The list shall include hourly rates, wages, and projected bonuses or incentives, at the beginning of each academic year – August 15th or when the University Representative requests the list.

42.7 Orientation and Training

The Respondent shall provide an orientation and on-going training for its employees at the Respondent's expense. Training shall include, but not be limited to: sanitation measures, food handling, equipment operation, safety guidelines, security, emergency procedures, customer service, point-of-sale operations, sexual harassment and diversity training. A copy of the proposed annual training schedule and program should be provided to the University Representative at the start of the contract and on the contract anniversary date each year.

42.8 Parking Fees and Employee Identification Cards

Employees of the Respondent who intend to park their personal vehicles on campus are required to purchase a campus-parking permit. The Respondent is also required to purchase a campus-parking permit for any Respondent owned or operated vehicles parked on campus. Employees of the Respondent are also required to purchase a University identification card. The University allows no-charge parking at the First United Bank Center. The University shuttle runs during the academic year and is free.

42.9 Student Employment

The Respondent shall make a good faith effort to employ as many students as feasible for all positions resulting from this contract. Recruitment, salary, and conditions of employment shall be consistent with policies of employment for student workers in other comparable campus jobs. First priority for part-time employment must be given to registered University students. A salary increase program shall be developed which recognizes merit and service time, as is consistent with the University student wage classification system. Currently, the University has a \$10/hour wage floor for all student employees.

The University is committed to student learning through its student employment program. The Respondent is encouraged to develop and implement a student manager program that includes a management-training program and opportunities for academic credit internships.

42.10 Management Supervision

A full-time unit manager or full-time supervisor shall be scheduled and be available for all serving and dining areas during hours of dining service.

42.11 Security Procedures and Training

Respondent's managerial and/or full-time supervisory staff shall open, close and check University's Dining Service facilities as instructed and required by the University Representative. The University shall furnish instructions and initially train Respondent's full-time managers in approved procedures.

43. Marketing and Advertising

43.1 Communications and Food Services Advisory Committee

The Respondent's Food Services Director shall meet with the University Representative as determined by the University and shall submit all necessary reports of operation as required by the University. Respondent's Food Services Director shall host a minimum of four (4) meetings of a Food Service Advisory Committee (at least two (2) per semester).

43.2 Quality Assurance

Respondent shall provide a Quality Assurance Plan detailing the Respondent's philosophy; quality procedures and policies; customer survey program; food quality program; customer service guaranteed policy; complaint resolution procedures and the dining facilities cleanliness and inspection program to the University Representative.

43.3 Changing Dining Service Trends

The Respondent shall maintain innovative approaches to ensure successful food operations evolve and stay consistent with current trends. The Respondent and its personnel shall be alert to changing Dining Service trends, new market forms of food, and changing diet patterns. The Respondent, with input from the University, shall continually initiate ideas for varied methods of Dining Service merchandising, public relations, promotion and menu presentations in all operations to increase usage, improve service and maximize potential revenues.

43.4 Advertising

The Respondent shall regularly employ marketing, advertising, and promotional efforts to further the visibility and image of the Dining Services. Respondent shall provide an annual strategic Marketing Plan to the University Representative based on University preferences. The Marketing Plan shall include target marketing, advertising, couponing, and promotional programs and strategies. The Respondent shall actively market the services to be provided by the Respondent at each Food Service Location.

The Respondent shall promote the merchandised services and products to the fullest extent to attract students, staff, guests and faculty to enjoy and utilize the facilities. The Respondent, at its expense, shall implement, merchandise, and promote new services and product variations in a manner that is successful with commercial operations. Advertising and promotional techniques employed shall include the usage of all appropriate campus information conveying systems, including a dining services campus website, which is updated and maintained by the Respondent. The information should be easily accessible for mobile devices or through an app.

43.5 Promotional Events

The Respondent shall be actively involved in planning, implementation and co-sponsorship of University programs and promotional events that contribute to the quality of campus life, and showcase the Respondent's catering abilities and Dining and Concession Service concepts.

44. Performance Measures

Retail Plan

- Variety of food/beverages items
- Portion sizes and other menu related factors
- Pricing
- Availability of wide variety of menu combinations and options
- Availability of healthy and nutritious foods
- Availability of national brand products
- Sensitivity to changing diet patterns of customers
- Service timing/adequate staffing pattern during peak times
- Non-peak hours of operation

Catering

- Variety of food/beverage items
- Pricing
- Flexible options with low-cost alternatives
- Participation in catering incentive fund

Concessions

- Variety of food/beverage items
- Pricing
- Flexible options with low-cost alternatives

Meal Plan

- Variety of food/beverage items
- Flexible meal options which address students' eating habits/hours
- Pricing
- Availability of healthy and nutritious foods
- Sensitivity to changing diet patterns of students

COMPANY INFORMATION

- Royalties/Commissions offered to the University
- Capital Improvements proposed to service areas
- Contingency Fund/Equipment Replacement-Upgrades Contributions/Catering Incentive Fund
- Accountability
- Demonstrated Financial Strength
- Insurance Coverage, Financial Ratings, and other financial factors
- Capabilities and evidence of successful and satisfactory food service operation

PROPOSED SERVICES

Retail Plan, Meal Plan & Facility

- Marketing and support for campus events/occasions/services
- Advertising and customer communications
- Sensitivity to changing food trends, new market forms of food, and changing diet patterns
- Flexibility in changing services to meet customer needs

Catering

- Concept for meeting diverse needs of students, faculty, staff, administrators, and non-university groups
- Sensitivity to changing food trends, new market forms of food, and changing diet patterns
- Flexibility in changing services to meet customer needs

Concessions

- Variety of food/beverage items
- Pricing
- Flexible options with low-cost alternatives

Quality/Appropriateness of Food Facilities/Services

- Personnel and staffing (including student employment)
- Sanitation/Custodial Program
- Customer service (including ability to serve customers quickly and efficiently)
- Quality assurance (during production, compliant resolution, client communications)
 - Use of appropriate assessment to determine customer satisfaction and quality assurance.

Concessions

45. Concession Services

45.1 Overview of Concession Services

The Respondent shall furnish all management, operations, labor, equipment, goods and supplies necessary to provide professional food and drink concession services to the University's students, faculty, staff and invitees (collectively, the "Customers") at University events conducted in the Concession Service Locations (ref. below) as more particularly described below (collectively, "Concession Services").

45.2 Athletics Facilities Background

Buffalo Sports Park

Buffalo Sports Park features eight artificial surface fields that comprise one of the largest turf complex in North America. Schaeffer Park (softball; capacity 600), Wilder Park (baseball; capacity 600), The Pitch (soccer/track; capacity 1,500), two intramural fields (football, softball) and two football practice fields are used year-round by the WTAMU Athletics program, WTAMU recreational sports, and many area high schools and youth leagues. These fields are served by two (2) concession stands, one at The Pitch and one that serves both baseball and softball.

Buffalo Stadium

West Texas A&M opened an 8,500 football stadium in the Summer of 2019, which is the centerpiece of Buffalo Sports Park. The stadium features premium seating, video scoreboards, ribbon boards, club level hospitality, and suites. Buffalo Stadium has four (4) concession stands and the stadium is used year-round for catered events.

First United Bank Center

Opened in 2002, the FUBC is the premier basketball facility in the Lone Star Conference, with seating that can be arranged for 600 – 6,000. The FUBC consists of a new HD video screen,

premium seating and multiple locker rooms for teams and officials. The FUBC is the home of the highly successful Buff & Lady Buff basketball teams, as demonstrated by more than 50 championship banners that hang above the floor. The facility is in used more than 300 dates per year for high school basketball, youth summer camps, commencement, concerts, career fairs, gala events and more.

The Box

Built in 1959 as the original home of WTAMU Basketball, The Box is now the exclusive home of the three-time national champion Lady Buff Volleyball program. The Box seats 1,600 fans and is served by one (1) concession stand.

45.3 Concession Products; Variety and Quality

The Repondent shall provide and sell a range of food and beverage concession products. Respondent's food and beverage concession products shall be fresh, properly prepared and packaged, and of a quality in accordance with the highest of standards.

The University's Athletics program considers concessions a vital part of the fan experience and expects the products offered to be consistent with a high-level fan experience. In addition to traditional fare, the Athletics department seeks to incorporate unique offerings that set it apart in terms of fan experience. The Respondent should provide a statement or plan that allows for third-party vendors at athletic events, such as food trucks or specialty items that will further enhance the customer experience.

45.4 Concession Plan

During each contract year under this agreement, the Respondent shall develop a plan for concession services (Concession Plan) for approval by the University Representative. The Concession Plan shall include menus, concepts, inventory, and pricing, as well marketing plans. The Respondent shall submit the concession plan to the the University Representative for review and approval by July 1 of each year during the term of the Agreement.

45.5 Operating Hours

The Respondent shall provide the Services beginning at least sixty (60) minutes prior to and continuing until at least thirty (30) minutes after the conclusion of each scheduled Event. "Event" means (a) any athletic game, university, or other, hosted on the University's campus; or (b) any public demonstration, concert or show sponsored or controlled by the University's Athletic Department. The Respondent shall maintain additional or alternative operating hours at times and in locations reasonably requested by the University. The Respondent understands that athletic events may occur on any day of the week and at any time of the year, including holidays and extended university breaks.

45.6 Sanitation, Health and Safety

The Respondent shall maintain clean and sanitary conditions in and immediately around the concession facility, loading docks, and any other locations used by the Respondent in the performance of Concession Services. The Respondent is responsible in providing all necessary permits required for food and alcohol sales (currently only located at the Bain Schaeffer Buffalo Stadium in the donor suites and the Fairly Club).

The Respondent shall remove all wet and dry garbage created in completion of Concession Services, and properly dispose of the garbage in University- designated dumpsters. The Respondent shall cooperate with the University's recycling and sustainability programs, and properly dispose of all recyclable material in University-designated recycling dumpsters. The Respondent shall thoroughly and properly clean Concession stands and surrounding fixtures at the conclusion of each event.

45.7 Point of Sale System (POS)

In addition to accepting cash payments for Concession Services, the Respondent shall implement a point-of-sale system that shall accept major internationally recognized credit and debit cards as a valid method of payment. The Respondent's Retail POS shall be maintained with the most current technological standards and must meet all PCI (Payment Card Industry) data security standards. Annually, the Respondent shall submit their PCI compliance report to the University Representative. The Respondent shall provide the University Representative with read-only access to all reports available in Respondent's retail POS. All aspects of Respondent's retail POS are subject to approval by the University Representative.

The University currently manages and maintains a University Card system (Buffalo Gold Card) that serves as the official identification card of the University community. The Buffalo Gold Card also serves as a debit card and can be utilized to purchase a wide variety of commodities and services on the University's premises. The Buffalo Gold Card must be accepted by Respondent's retail POS. Respondent shall provide all Card System compatible POS terminals, readers, printers and appropriate accessories, which are necessary for the performance of the Services and Respondent's other duties and obligations under the terms of this Agreement. Respondent may use the University's POS system for an annual lease cost.

45.8 Standard Concession Supplies

The Respondent shall provide all plates, bowls, flatware, condiments, cups, trays, utensils, paper products, and other related products and supplies necessary for the proper performance of the Concession Services.

45.9 Maintenance Supplies

Contractor shall provide all janitorial supplies, equipment, and services necessary for the maintenance and cleaning of inside surfaces, furnishings, equipment, front doors, walls, restrooms, ceilings, loading docks, floors and vents associated with designated concession areas or related to the performance of the Concession Services.

45.10 Additional Equipment and Accessories

The Respondent shall provide all cash registers, equipment, and appropriate accessories (not furnished by the University) necessary for the performance of the Concession Services and the Respondent's other duties and obligations under the term of this Agreement.

45.11 Staffing Personnel

At all times, the Respondent shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. The Respondent shall maintain and have on duty at the designated concession facilities, an adequately trained staff of employees or personnel for the performance of Concession Services. For the purposes of this agreement, The Athletic's Department expects staffing levels to be appropriate to ensure customers are not waiting in lines that can detract from their overall fan experience.

The Respondent may “hire” volunteer groups from the University to help in the concession areas as needed. The Respondent shall pay the volunteer group based upon an agreed upon percentage of gross sales within the concession area. The Respondent shall pay the University and the University shall dispense the pay to the University volunteer groups at the end of the season.

45.12 Customer Satisfaction

All staff employed by the Respondent in connection with Concession Services shall maintain the highest standards of courtesy, service, and professionalism in dealing with Customers and any other individuals involved in the services and be consistent with University’s standards. The Respondent shall train its employees in appropriate handling of any Customer requests and complaints. The Respondent will (i) treat all Customers with respect and fairness; (ii) encourage all Customers to voice complaints or concerns in an atmosphere of respect and cooperation; (iii) work diligently to resolve all Customer complaints or concerns to Customer’s satisfaction; (iv) resolve all Customer complaints or concerns in a reasonable and timely manner; and (v) address Customer complaints or concerns by higher levels of management, if necessary. All Customer complaints and claims shall be resolved at the Respondent’s expense.

45.13 Additional Questions Specific to Concession Services

45.131 Initial Concession Plan

The Respondent should describe in detail in the initial Concession Plan that the Respondent proposes to offer at the University, including a comprehensive list of all concession menu items, portion sizes, raw food specifications, and sales prices for all menu items.

45.132 Short- Term Firm Pricing

University requires that prices reflected in the Respondent’s initial Concession Plan remain firm during the first year of the Agreement, unless the University and the Respondent specifically agree otherwise in writing at a later date.

45.133 Adjustments to Concession Plans

The University anticipates that any modifications or price changes related to the Concession plan shall be subject to review and possible adjustment once per year. Any such requests for modifications or price changes must be submitted to the University Representative in detail and describe the specific basis for the requested change. The University shall review such requested modifications to ensure that prices are consistent with providing quality services to Customers at competitive prices. All such requests will be subject to the prior written approval of the University Representative.

45.14 Renovations

The Respondent may desire to complete structural renovations to the concession areas.

The Respondent understands and acknowledges that any renovations to the concession area shall be performed solely at the Respondent’s expense. Additionally, all such renovations shall be reviewed and approved by the University.

Evaluation Criteria

The evaluation team will evaluate and score each proposal based on the following criteria:

Criteria	Weight
Compensation and Fees, including any annual funds, capital investment and initial contribution	35%
Experience and Qualifications of On-site Team	25%
Proposed Services	20%
Company Information	10%
References	5%
Other Partnership Opportunities	5%

Each contractor's Proposal Response should include the following three key elements:

- A comprehensive summary of the contractor's campus research methodology, a specific explanation of its application to this particular project and the associated recommendations resulting from the complete analysis and execution of that research
- A complete management organization plan, specifying personnel assignments, including a standardized resume for each position required in the RFP's table of organization
- A detailed start-up plan, presented in timeline form, to include supporting contractor resources (department, name and title), manager responsible (name and title) and due date.

ATTACHMENT B
Execution of Offer

In compliance with the RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE

This execution of office must be completed, signed and returned with the respondent's response to this RFP. Failure to sign and return the completed form will result in rejection of the submission.

Signing a false statement may void the submittal or any agreements or other contractual arrangements, which may result from the submittal. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgement

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating dated acquired. Enter "0" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certificates will be included in any resulting contract:

- i. The Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- ii. it is not given, offered to give, 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 submitted response or any subsequent proposal. Failure to sign below or signing a false statement shall void the submitted offer or any resulting contracts at WTAMU's option, and the respondent may be removed from all future proposal lists at this agency;
- iii. the individual signed this document and the documents made part of the RFP is authorized to sign such documents on behalf of the respondent and to bind the respondent under any contract which may result from the submission of the response;
- iv. no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinships exist between respondent and an employer of TAMUS;
- v. respondent has not been an employee of TAMUS within the immediate twelve (12) months prior to the RFP response;
- vi. no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- vii. all services to be provided in response to this RFP will 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 as of the date of this solicitation;
- viii. respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;

- ix. to the best of its knowledge, no member of the Board of Regents of the Texas A&M University System, or the Executive Officers of the Texan A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- x. each individual or business entity proposed by respondent as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- xi. if the respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- xii. under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- xiii. under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- xiv. the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid and resultant agreement and the PROVIDER agrees that the resultant agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

Respondent should give Payee Identification Number (PIN), full firm name and address of Vendor. The PIN is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN):

Sole Owner should enter Social Security Number:

Venor/Company

Signature (INK):

Name:

Title:

Street:

City/State/Zip:

Telephone Number:

Fax No:

E-mail:

By signing this, respondent certifies that is a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001 (4).

ATTACHMENT C
Non-Collusion Affidavit

Failure to sign and return the completed form will result in rejection of the submission.

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TAMUS or any employee thereof, or any person, firm or corporation under contract with TAMUS whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TAMUS, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TAMUS.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TAMUS, nor any employee, or person, whose salary is payable in whole or in part by TAMUS, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 20__.

Notary Public in and for the County of _____, State of _____ . My

commission expires: _____

ATTACHMENT D
Felony Conviction Notice

Failure to sign and return the completed form will result in rejection of the submission.

I, the undersigned agent for the firm named below, 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.

Supplier's Name: _____

Authorized company official's name (printed): _____

Date: _____

Please choose one, per the below listed criteria:

1. My firm is not owned or operated by anyone who has been convicted of a felony:

Company Representative-Printed Name

Signature

2. My firm is owned or operated by an individual(s) who has/have been convicted of a felony:

Name of felon(s)

Reason for conviction: _____

Information submitted by: Print Name

Signature

3. This company is a publicly held Corporation; therefore, we are exempt from this requirement.

Company Representative-Printed Name

Signature

ATTACHMENT E
Insurance Requirements

The [Vendor] shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to Owner. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the [Vendor] under this Agreement. The [Vendor] shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The [Vendor] is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

Updated insurance requirements can be found at:

<https://www.tamus.edu/business/risk-management/risk-analysis-and-control/guide/contractual-review-of-insurance-requirements/contract-insurance-language-vendor/>

ATTACHMENT F
HUB Subcontracting Form

Hub Subcontracting Forms can be found at the State Comptrollers office along with the instructions for completing them. <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

Please note that our goals are not the same as the State's and you should place the following information in the "Agency Special Instructions/Additional Requirements" portion located on page 1 of the form.

Category	State	WTAMU	Goal
Building	21.10%	0%	2%
Special Trade	32.90%	7.63%	3%
Professional	23.70%	0%	3%
Other Services	26.00%	2.34%	22%
Commodity	21.10%	14.30%	13%

ATTACHMENT G

Payment Card Industry (PCI Compliance) and Data Protection Questionnaire

The following must be answered and included in the RFP response:

1. Please provide your latest PCI compliance questionnaire and audit
2. What data do you collect and on whom?
3. How do you protect the data that you collect?
4. What data is shared with third parties?
5. What is your data retention policy?
6. What is your privacy policy, and how are users notified of changes to the policy?
7. How will users be notified in the event of a data breach?
8. If your product or service will be available in the EU, are you GDPR compliant?