REQUEST FOR PROPOSAL (RFP)

Food Service Provider
RFP No. 2020-FS006

Prepared By:
Betsy Hansard
Procurement Services Manager

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https://www.kilgore.edu/about/offices/procurement-services
REQUEST FOR PROPASAL

Kilgore College (“College”) is seeking proposals from qualified firms for College Wide Custodial Services.

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Posted/Published</td>
<td>January 17, 2020</td>
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<tr>
<td>Open for Proposals</td>
<td>January 27, 2020</td>
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<tr>
<td>On-Site Proposal Meeting/Tour</td>
<td>February 19, 2020</td>
</tr>
<tr>
<td>Questions Deadline</td>
<td>March 6, 2020 3:00pm</td>
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<tr>
<td>Close to Proposals</td>
<td>March 19, 2020 3:00pm</td>
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<tr>
<td>Contract Awarded</td>
<td>April 14, 2020</td>
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<tr>
<td>Contract Start Date</td>
<td>July 1, 2020</td>
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</tbody>
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On-Site Proposal Meeting/tour
There will be a meeting for prospective Proposers to meet with Kilgore College Facilities Manager and Coordinator of Campus Life for a question and answer session and tour of the following food service locations:

**Kilgore, TX:** The Ranger Café, KC Sports Grill, and KC Brew. **Longview, TX:** Hendrix Building

**Date:** Wednesday, February 19, 2020  
**Time:** 9:00 am (Kilgore) 1pm (Longview)

**Meet at Location(s):**  
Kilgore Campus – Devall Student Center, The Ranger Café – 1116 Broadway Kilgore, TX 75662  
Longview Campus – Hendrix Building – 300 S. High St, Longview, TX 75601 (front entrance)

Email bhansard@kilgore.edu with the name(s) of those who will be attending so spots can be reserved. Please print a copy of the RFP and bring it with you, as no additional copies will be provided at the meeting.

Answers to Questions at the Pre-Bid meeting will be available to all Proposers on https://www.kilgore.edu/about/offices/procurement-services

**Accommodations for People with Disabilities.** If the vendor or any of the vendors employees participating in the RFP need, or have questions about the College’s accommodations for people with disabilities, please make arrangements with the Procurement Services Manager, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

KC is an equal opportunity/educational institution, which does not discriminate on the basis of race, color, religion, national origin, gender, age, disability, sexual orientation or veteran status.
SECTION 1
PROJECT SUMMARY/GENERAL OVERVIEW

PROJECT SUMMARY
Kilgore College (“College”) is seeking proposals from qualified firms for Food Services in accordance with the Scope of work specified in this RFP. Delivery will be in accordance with the terms, conditions and requirements set forth in this Request for Proposal. The successful proposer will provide the specified requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services.

Kilgore College is seeking a Vendor that will provide food/dining services at both campus locations. Kilgore College has three (3) onsite dining locations located on its Kilgore, Texas campus; The Ranger Café, KC Sports Grill, and KC Brew, and one (1) at its Longview, Texas instructional center; a “grab and go” convenience operation. Kilgore College is also seeking catering of special events, availability for special summer periods, and support of any other specifications that may be listed separately in the RFP.

TERM OF CONTRACT
Under the initial terms of the RFP, Kilgore College intends to let a food services vendor contract for a three-year period beginning July 1, 2020 and ending June 30, 2023. If such a contract is let, the College reserves the right to renew the agreement for two (2) additional one-year terms contingent upon the vendor and Kilgore College mutually agreeing on the terms of said extensions(s). Further, KC reserves the right to extend the contract term on a month-to-month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term. KC reserves the right to award separate contracts to multiple bidders.

If longer-term contracts will provide Kilgore College and its student’s higher service, greater value or other significant benefits, the proposer is encouraged to include and detail such as options to be considered.

GENERAL OVERVIEW
Proposals will be received no later than: March 19, 2020 at 3:00pm in the Whitten ATC Building, Procurement Services Department. Vendors are instructed that a formal opening will not occur. The name of the vendors will be read into record at that time and the proposals will not be opened. There will be no additional information given at this time. The College will negotiate with qualified vendors concerning the proposals submitted. All late proposals will be rejected and returned to the submitting vendor unopened.

For the purpose and clarity of this document only, the word(s) “COLLEGE” and “KC” will herein mean Kilgore College, of Kilgore, Texas. In addition, for the purpose and clarity of the document, the word “VENDOR” will herein mean any reliable and interested broker, vendor, supplier, and contractor who wants to submit a proposal for this contract. Within this document, the terms “Bidder”, “Contractor”, “Proposer” or “Vendor” is the same as the “Vendor”. The terms “Bid” and “Proposal” are one and the same.

THOROUGH STUDY AND INVESTIGATION
The Proposer must be familiar with the project by thorough personal examination of the proposed work site(s), by due consideration of the specifications and drawings if applicable, and by use of any other means that may be necessary to determine the following:

a. The actual conditions and requirements of the work;
b. Any unusual difficulties that may be encountered in the prosecution of the work;
c. The character and respective amounts of all classes of labor and material which the contractor may be required to furnish in order to complete all or any part of the work; and
d. All circumstances and conditions affecting the work or its cost.
e. The Proposer’s proposal must include any and all expenses that may incur in order to complete the work stipulated under the proposed contract.

Any failure of the Contractor acquainting themselves with all the available information concerning the above, shall not be relieved from responsibility for estimating properly the difficulties or cost to successfully perform the work.

Contact Betsy Hansard, Procurement Services manager, bhansard@kilgore.edu and Jeff Williams, Facilities Director, jwilliams@kilgore.edu, in order to arrange and coordinate for campus site visits.
SECTION 2
SCOPE OF SERVICES

CONTRACTORS INFORMATION:
To determine which contractor is best able to serve all of the criteria, which are to be considered in the award of this contract, each contractor shall furnish as part of their proposal a complete general description of capabilities in the field of food service operations. Included shall be at least the following:

1. Name and address of operating company.
2. The duration and extent of experience in the operation of food services. Explain in detail.
3. A list of similar operations and locations where you are or have operated food services. Give length of time and, name, address and telephone number of contact person of each operation. Indicate if these operations are active now.
4. A complete balance sheet or annual report as of your last fiscal year of operation.
5. A table of company organization and a plan for the administrative management and supervision staffing proposed under the specification of this contract.
6. Typical staffing patterns, pay scales, and benefit packages for typical local employees.
7. State if the contractor is willing to invest in any remodeling for either campus. Further state depreciation on this remodeling based on length of contract term. Multi-year contracts may be considered. Include all information if this is proposed.

CONTRACTOR SHALL:
1. As an independent contractor, operate the Kilgore College foodservices; on the awarded vendor’s own credit, for students, faculty, guest and invitees of the College. If catering events are undertaken by the vendor for non-profit entities other than the College, terms and conditions shall be negotiated with and approved by the College.
2. Furnish on its own credit, all food, beverages, materials and supplies of every kind, together with the management necessary for the efficient operation of said food services.
3. Obtain all necessary permits and licenses required for the operation of a food service operation at the contractor’s expense and furnish said license(s) to Kilgore College. Vendor will also have or obtain a Texas Alcoholic Beverage Commission license to serve alcoholic beverages at certain special events and/or catering activities.
4. Comply with all rules and regulations of the College. Operate and maintain all food service operations in accordance with all applicable laws, ordinances, regulations and rules of Federal, State and local authorities relating to standards of health, safety and cleanliness. All structural or equipment changes that may be necessary for Vendor to comply with such requirements and standards shall be made by the College. The contractor agrees to provide a copy all Federal and/or State inspection reports to the Executive Vice President.
5. Be responsible for all cleaning of the kitchen work area, equipment, serving areas, dining room and storerooms.
6. To the extent allowable by the U.S. Civil Rights Act of 1964, and any other applicable Federal, State or local laws or regulations assign to duty on College premises only employees acceptable to the College.
7. Submit planned monthly menus for review and publication by such persons designated by the College at least one week prior to use. Include any special items you intend to offer.
8. The Contractor shall, at its own cost and expense, obtain and maintain in force during the term of the agreement policies of insurance to be of types and with policy limits as laid out in Attachment D to Agreement for Services.
9. Relinquish at the termination of this agreement, the College’s food services premises, small ware, and equipment in similar condition as it was issued to the contractor at the outset of this agreement. Exceptions to this stipulation may include normal wear and tear, damage by fire, flood, or other unavoidable occurrence, theft by persons other than employees of food service, and for those acts which may have occurred without negligence on the part of food service, its employees or agents.
10. Be responsible for the replacement of small ware items such as glassware, flatware and china up to the amount of the College’s inventory at the commencement of food service's operations under the Agreement.
11. Pay for its long-distance telephone expenses and copying expenses, if any.
12. Permit College designees to have full access to the premises being used by food service under this agreement for the purpose of maintenance or other approved activity.

13. At its expense, keep all cafeteria furniture in proper repair and operating condition. Furnish maintenance as required on kitchen equipment.

THE COLLEGE SHALL:

1. Furnish suitable space on its premises for the preparation and service of food to its students, faculty, staff, guest and invitees.

2. Furnish, at its expense, all facilities completely equipped and ready for operation by Vendor (including manager’s desk, filing cabinet, and calculator). Vendor may use College computers, software, and bar code scanners currently in place to track student meals.

3. Furnish at its expense all heat, hot and cold water, gas, light, electricity, air conditioning, and local telephone service required by Vendor during the term of this agreement.

4. Furnish at its expense, garbage and rubbish removal and exterminating.

5. Furnish, at its expense, building maintenance for plumbing, heating, air conditioning, electrical service, and be responsible for periodic cleaning of exhaust vent ducts.

6. Agree to notify Vendor as soon thereafter as is practicable, of any claim asserted against the College arising out of any occurrence covered by Vendor's insurance policies, and Vendor shall have the right and opportunity to settle, adjust, compromise, resist or defend such claim or any action or proceeding arising thereafter. The College further agrees to cooperate with Vendor's investigation of such claim and provide to Vendor any information allowed by law to which the College has access, deemed necessary by Vendor for investigation of such claim.

FOOD SERVICE OPERATIONS:

1. Vendor shall provide 19 meals per week to Kilgore College students (Breakfast, Lunch and Dinner) Monday thru Friday. Saturday and Sunday service will consist of Brunch and Dinner. All regular meals will be served cafeteria style and will include a variety of options such as hot meal line, salad bar, sandwich and pizza stations, grill line, specialty action stations, etc. Available student meal plans may include all 19 meals per week as well as appropriate combination of weekly meals and declining dollars available for use in the Sports Grill and KC Brew.

2. Patrons will remove their own trays, dishes and utensils at the completion of their meal to the designated location.

3. Other proposed services should be detailed in the proposal for consideration. Vendor shall be responsible for all phases of the food service function to include, but not limited to, menu planning, food and supply procurement, food prep, food service, cleaning/dishwashing services, special catering services, etc. Maintenance services are excluded as these are provided by the College.

4. Kilgore College plans to contract for about 120 board days each long semester and approximately 90 days through the summer terms. Board days are to be identified at the beginning of each semester.

5. The College shall require all students living in dormitories to be on the contract boarding plan unless special needs are documented by a physician and are unavailable through food service.

6. Food service will be provided upon mutually agreeable terms, conditions, and prices for athletes and support groups (Rangerettes, student athletic trainers, and band) arriving on campus each August in preparation for the Fall semester.

7. The College shall retain the privilege of using the cafeteria dining area at any time that will not interfere with the food service operation. Vendor’s Resident Manager and the College shall establish mutually agreed upon times and hours that the facilities will be available for College use. At the completion of such time these facilities are used by the College or others, the College agrees and will be responsible at College expense for such required janitorial and maintenance service to restore facilities to proper condition mutually satisfactory to Vendor and Kilgore College for the next meal service.

8. A sack lunch or dinner may be requested by the College to replace a regular meal for student groups and/or athletic team travel or students who must miss meals due to class or activity scheduling conflicts.

9. Menus will consist of whole/ carved meats at least four times a week. Additionally, special event meals such as Valentine’s Day, Mardi Gras, Cinco de Mayo, steak nights, barbeques, Thanksgiving, Christmas, etc. will be held throughout the year.

10. Generally, it is expected that the food service will be all-you-can eat. Exceptions may include premium entrées or special events.
11. Special events will be catered by food service upon mutually agreeable terms, conditions, and prices.
12. Vendor will make available food service for special summer periods, service clubs, camps and conferences at a rate mutually agreed upon between the Vendor and the customer.
13. The Vendor will operate the existing KC Sports Grill, located in the Devall Student Center on the Kilgore Campus, during days and hours mutually agreed upon between the College and the Vendor.
14. The Vendor will operate the existing “grab and go” food and drink service located in the Joe M. Hendrix Bldg. on the Longview Campus.
15. The Vendor will operate the existing KC Brew coffee shop, located in the Randolph C. Watson Library on the Kilgore Campus, during days and hours mutually agreed upon between the College and the Vendor. Currently, this facility serves Starbucks license products.

FINANCIAL AND ACCOUNTING:

1. The College will furnish the Vendor with a list of all students entitled to receive meal service under this Agreement. Vendor is to be promptly advised by the College of any additions or withdrawals from the original list of students. Regular invoices for services will be based on this list; withdrawals may be billed for full day. The Vendor’s resident manager will make billings for special events, parties, conferences, etc.
2. The accounting period shall be the calendar month. At the close of each accounting period, the Vendor will submit to the College a statement of its charges and credits for each meal program.
3. Any payments, which are delinquent for a period of thirty- (30) days shall bear interest from the original due, date at the prime rate then charged for commercial loans by local banks.
4. The Vendor shall include in their monthly billing, a monthly participation report on all board participants sales, banquet sales, catering sales, and casual sales.

GENERAL:

1. If a meal ticket or punch card meal ticket is available for employees or non-resident students, please state particulars of the program(s) that are offered.
2. With the bid packet, please furnish a sample menu for a four-week cycle. Indicate special event dinners separately. List any other option that might be available for students.
3. Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
4. Proposals and any other information submitted by Proposers in response to this Request for Proposal (RFP) shall become the property of the College.
5. The College makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from the RFP or resulting Agreement when deemed to be in the College’s best interest. Representations made within the proposals will be binding on responding firms. The College will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
6. General Questions or concerns regarding this RFP shall be directed to the Procurement Services Manager listed on the cover page. The College specifically requests that proposer restrict all contact and questions regarding this RFP to the manager via email only. The Procurement Services Manager must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.
7. Responses to inquiries, which directly affect an interpretation or change to this RFP, will be issues in writing by addendum and all addenda will be posted on the College’s website at https://www.kilgore.edu/about/offices/procurement-services. All such addenda issued by the College prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to consider and acknowledge receipt of such in their proposal.
8. Only those College replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect. Proposer must acknowledge receipt of all addenda in Section 8 of this RFP.
9. Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for the materials or services described herein and that the College has made no representation, guarantee or commitment with respect to any specific quantity or dollar value to be furnished under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer, which arises from Proposer’s performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

10. Notwithstanding the date/time for receipt of proposals established in the solicitation, the date and time established herein for receiving proposals may be postponed solely at the College’s discretion.
SECTION 3
PROPOSAL PREPARATION AND SUBMITTAL

Proposals must conform to all requirements stated below and elsewhere in this RFP. Disregarding these requirements may result in disqualifications of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including the Scope of Work, sample Agreement for Services, College’s insurance requirements, and all laws, regulations and other factors affecting the firm’s performance. The firm is responsible for fully understanding the requirements of a subsequent contract, and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm’s name. It is the responsibility of the firm to ensure that proposals are received in the office of procurement Services by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of its proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

All proposals must be on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm must submit one (1) original copy of the proposal, clearly marked “Original” and three (3) hard copies. In addition, the firm must submit one (1) digital .PDF copy of the proposal on media suitable for copying and distributing electronically.

The firm’s proposal should be organized in sections as outlined below:

1. **Cover Letter**
   All proposals must include a cover letter submitted under the firm’s name on the firm’s letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal and include the College’s RFP number found within this RFP. The cover letter should express the firm’s interest and serve as an executive summary of the proposal. **Claims of proprietary information must be included in the cover letter.**

2. **Proposal Form**
   All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with College.

3. **Qualifications**
   The proposal must describe the firm’s qualifications to provide the requested products and/or services, and include the following:
   a. Name and address of operating company.
   b. Corporate organization chart indicating key management team members.
   c. The duration and extent of experience in the operation of food services. Explain in detail.
   d. Description of the firm’s capabilities to provide the requested product(s)/service(s).
   e. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
   f. A complete balance sheet or annual report as of your last fiscal year of operation.
   g. Description of project structure and detailed project timelines and phases (if applicable).
   h. State if the vendor is willing to invest in any remodeling for either campus. Further state depreciation on this remodeling based on length of contract term. Multi-year contracts may be considered. Include all information if this is proposed.
i. References: The proposer must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references. Each of the references must include the following information:
   a) Entity name
   b) Industry Type
   c) Address, City, Province/State/Country
   d) Contact Name, Title, Phone Number, and Email address
   e) Years (s) services(s) provided
   f) Comments (include details regarding the current status of the product/service provided by proposer)

4. Response to Scope of Work
   Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format in this RFP.

5. Exceptions Requested
   a. Exceptions to the RFP/Scope of Work. Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there is no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal.
   b. Exceptions to the Agreement and Terms and Conditions. The college’s Sample Agreement for Services, including the Insurance Requirements, general and supplemental Terms and Conditions, will be used to consummate any resulting agreement between the College and successful proposer. Any exceptions requested from the Sample Agreement must be included in this section. Any proposed additional terms (i.e., terms not already covered by the College Sample Agreement) or alternate terms required by the firm should be included here with a brief explanatory introduction. NOTE: interested proposer is expected to engage in good faith negotiations, and as such, is encouraged to select a reasonable number of agreement terms of substance and importance. Lengthy lists with proposed exceptions or requests for exceptions in non-negotiable terms (e.g., state-mandated provisions; federal compliance, etc.) will not be considered. Further, unless expressly requested by the College Procurement Manager, proposer should NOT include its firm’s standard form of agreement with its proposal: Any resulting agreement between College and successful proposer will be drafted on the College’s form.

6. Proposer’s Proprietary/Confidential Information
   In the event the proposer elects to include in its proposal any information deemed “proprietary” or “protected,” it shall package such information separately from the balance of the proposal and clearly mark as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

7. Cost Proposal
   The proposer shall complete the Cost Proposal Form included in the RFP (Section 6), or in alternative, use the enclosed Form as a guide in completing its own cost proposal, and shall submit such detailed Cost Proposal together with its original proposed packet. The Cost Proposal shall conform to the following guidelines:
   a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
   b. Proposals that include equipment or materials should not include sales tax. The College is tax exempt under federal tax EIN 75-6001909.
   c. Prices for services shall be listed hourly, including the total cost and the total number of hours required to complete the services, and, if applicable, any individual category of the services.
   d. For multi-year projects, include the total annual cost for each service.
   e. Provide detailed explanations of any assumptions that the proposer made in calculating the project costs in order to provide sufficient information for the College to be able to prepare a detailed cost analysis and comparison.
   f. Identify when the proposer proposes to invoice the College (e.g., progress payments, milestone, weekly, monthly etc.)
g. Indicate if any items are optional and specify them in a separate section(s).
h. If proposer will be responding to any of the following open Requests for Proposals, the proposer is encouraged to include and detail any such deducts for multiple services.
   - RFP No. 2020-FC007 Facilities Maintenance Service Provider
   - RFP No. 2020-FC008 Custodial Service Provider
   - RFP No. 2020-FC009 Landscaping and Grounds Maintenance Service Provider

The College expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the College for any reason.

8. Appendix
The Proposal Appendix must include:
   a. All documents or forms required by the College to be completed by the firm, including the required Certification Forms included in the RFP (Section 8).
   b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.
   c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. If any customer has stopped using the products(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
   d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the Scope of work proposed, in part or in whole, shall not be subcontracted without proper written permission of the College.

9. Certifications
By signing the Proposal Form (included in Section 6), the proposer certifies that the submission of the proposal did not involve collusion or other anti-competitive practices; that the proposer has 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 proposal. The Proposer also certifies whether it is a small business under the federal regulations, and if so, the category of eligible small business.

In addition, by signing the Mandatory Certification Forms included in Section 8), the proposer certifies (1) whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this RFP; (2) whether it does not and will not engage in boycott of Israel activities; (3) whether it complies with the legal worker verification requirements; and if applicable, (4) the status with regard to debarment, or suspension by any governmental entity; and (5) anti-lobbying certification and disclosure.

Failure to provide signatures affirming the stipulations required above will result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certifications with a false statement shall void the proposal and, if applicable, any resulting agreement.

The deadline for receipt of sealed proposals is: March 19, 2020 at 3:00 PM (Central Standard Time). Sealed proposals must be received by this deadline at the following location:

**RFP Contact**: Betsy Hansard, Procurement Services Manager

**Contact Mailing Address**: Kilgore College
108 Choice St.
Kilgore, TX 75662

**Contact Physical Address**: Kilgore College
ATC/Whitten Building
1306 S. Henderson
Suite 110
Kilgore, TX 75662
10. Interpretations of the Specifications
Only the interpretation or correction so given by the Procurement Services Manager, in electronic writing (email), shall be binding and prospective Vendors are advised that no other source is authorized to give information concerning, explain or interpret, the proposal document.

Every request for such interpretation or correction must be in electronic writing (email), addressed to the Procurement Services Manager. Vendors are notified telephone questions will not be answered. All such interpretation and supplemental instructions will be in the form of written addenda to the request for proposal documents. All addenda will be posted online at https://www.kilgore.edu/about/offices/procurement-services under the Request for Proposals section.

Your questions concerning the RFP specifications must be submitted via email to bhansard@kilgore.edu. We will return a written response to your company as well as post as addenda to website.

11. Adjustments and Cancellations
All adjustments and cancellations will be from the Procurement Services Office.

12. General Conditions
You are notified that although the College is required to submit purchases of all contracts over $50,000 to the competitive proposal process, it is not required to accept the lowest proposal. In such purchasing, the lowest proposal may be rejected by the Board of Trustees. The proposals will be evaluated by a committee and a formal recommendation will be made that is in the best interest of the College.

13. Purchase Orders
The College shall not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative.
SECTION 4
SELECTION AND CONTRACT AWARD

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection.

Selected proposer(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposer. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

Proposals will be reviewed by the College Selection Committee and will be evaluated based on the following criteria, which are listed in descending order of importance:

Proposal Evaluation Criteria in Relative Order of Importance

To include but not limited to (point values):

a. Staffing – (40)
   Primary staff and qualifications and proposed time commitments.

b. Scope of Work – (30)
   Demonstration of understanding of scope objectives.

c. Costs – (20)
   Monthly costs to the College/Overall costs to College.

d. References – (10)
   Include in your response a minimum of three (3) references of facilities of like size and demographics. You must include contact names and current phone numbers.
SECTION 5
RFP COMPLETION CHECKLIST

The checklist is a summary of some of the required components of the RFP. It is provided as a convenience to proposers, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the proposer to submit complete and compliant proposals.

☐ Cover Letter
☐ Proposal Form (refer to Section 6)
☐ Cost Proposal Form (refer to Section 6)

☐ Qualifications
☐ Responses to Scope of Work
☐ Exceptions Requested From (refer to Section 6, and Sections 3 and 7)
☐ Completed and Signed Certifications (refer to Section 8)
SECTION 6
PROPOSAL FROM

Date _____________________________

Proposal of ____________________________________________,

☐ a corporation organized and existing under the laws of the State of __________________;

☐ a partnership, registered in the State of ____________________, and consisting of
  ____________________________________________________________, located at
  ____________________________________________________________;

☐ an individual trading as ________________________________, located at
  ____________________________________________________________

This Proposal is submitted in response to RFP No. _____________ ____________________________ [provide title or brief description]

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of one-hundred-twenty (120) calendar days as of the Due Date for responses to the RFP.

The undersigned hereby certifies that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFP.

___________________________________________________
(Proposer’s Full Legal Name)

___________________________________________________
(Signature)

___________________________________________________
(Print Name)

___________________________________________________
(Title)

___________________________________________________
(Complete Business Address)

___________________________________________________
(Email Address)

___________________________________________________
(Phone)

___________________________________________________
(Federal Taxpayer ID Number)
After carefully reviewing the College’s sample agreement (See Section 7), the proposer: (select one only)

___Requests no exceptions

___Requests the following exceptions:

For each exception, the proposer shall provide all of the following information: (i) Name of the Document/Attachment; (ii) Page and Paragraph Number; (iii) Exception; (iv) Justification for Exception. Blank, unjustified, or unsupported requests will be disregarded.
SECTION 7
VENDOR STATEMENT
FOOD SERVICE AGREEMENT

MUST BE SIGNED & RETURNED WITH THE PROPOSAL

Date ________________________________

Kilgore College
Procurement Services
1100 Broadway
Kilgore, TX 75662

Having carefully examined the specifications and conditions prepared by the Procurement Services Office, Kilgore College and agreeing to conform to conditions set out in the contract, we, the undersigned, propose to furnish all food service as awarded.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned or by any employee or agent to any other person engaged in this type of business prior to the official acceptance of this proposal.

1. In the event the undersigned Bidder intends to deviate from the bid, condition, or specifications contrary to those listed in the “Specifications”, “Standard Terms and Conditions”, “Instructions” and other information attached hereto, all such deviations must be attached along with complete and detailed conditions and information.

2. All bidders must complete this page, sign, and return the sealed bid. If the page is not signed the bid may be considered Non-Responsive.

3. Our bid is submitted with (check appropriately): _______No Deviations _______Yes Deviations

__________________________________________________________________________
Name of Firm                                Agent/Title/Official Position
__________________________________________________________________________
Mailing Address                             City    ST    Zip
__________________________________________________________________________
Phone Number                                Fax Number
__________________________________________________________________________
Signature of Company Official Authorizing the Bid Company Official Printed Name
KILGORE CAMPUS OPERATIONS:

Average number of board students per semester is 425 (four hundred twenty five). Summer average is 135.

Please state below the proposed prices per number of students.

<table>
<thead>
<tr>
<th>Number of Contracts</th>
<th>Rate per day/per student</th>
</tr>
</thead>
<tbody>
<tr>
<td>475 - 499</td>
<td>$______________________</td>
</tr>
<tr>
<td>450 - 474</td>
<td>$______________________</td>
</tr>
<tr>
<td>425 - 449</td>
<td>$______________________</td>
</tr>
<tr>
<td>375 - 424</td>
<td>$______________________</td>
</tr>
<tr>
<td>350 - 374</td>
<td>$______________________</td>
</tr>
<tr>
<td>325 - 349</td>
<td>$______________________</td>
</tr>
<tr>
<td>300 - 324</td>
<td>$______________________</td>
</tr>
<tr>
<td>275 - 299</td>
<td>$______________________</td>
</tr>
<tr>
<td>250 - 274</td>
<td>$______________________</td>
</tr>
<tr>
<td>225 - 249</td>
<td>$______________________</td>
</tr>
<tr>
<td>200 - 224</td>
<td>$______________________</td>
</tr>
<tr>
<td>Less than 200</td>
<td>$______________________</td>
</tr>
</tbody>
</table>

KILGORE COLLEGE RESIDENCE HALL EMPLOYEES AND COACH MEAL PLAN

Currently, Kilgore College residential life coordinators and certain coaches are provided a meal plan. Currently, these employees are on the 19 meals per week plan not including Ranger Bucks.

Will meal plans/multi-meal punch cards be available for employees and non-resident students? ____________

If yes, what is the proposed cost per meal for a multi-meal plan/punch card? $__________

WALK UP CAFETERIA SALES:

All cafeteria patrons not on the board plan will pay for their meals in cash/credit-debit card) at the time of purchase at the following rates plus applicable state and local tax:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Rate per day/per student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$______________________</td>
</tr>
<tr>
<td>Lunch</td>
<td>$______________________</td>
</tr>
<tr>
<td>Dinners</td>
<td>$______________________</td>
</tr>
</tbody>
</table>
What discount would be offered to employees for walk up sales: __________________% 
What percentage would be paid to the College for cash sales: __________________% 

CATERING AND BANQUETS: 
Kilgore College hosts numerous catering activities, both internal groups and external groups. This catering can range from cookies or deli tray to boxed lunches to full banquets for up to five hundred (500). Much of the catering is delivered to various departments. Many banquets are catered in the Devall Student Center (on campus). While some of these could include external organizations.

What percentage would be paid to the College from banquet sales __________________% 

INCLUDE SAMPLE BANQUET MENUS AND PRICING. 

SNACK BAR - KC Sports Grill: 
Anticipated annual snack bar sales: $47,000 
Kilgore College has a snack bar counter operation in the student center building. Kilgore College places a degree of importance in this operation in the overall operation of the building and the game room, TV room, etc.

What percentage would be paid to the College from snack bar sales __________________% 

“Grab and Go” Snacks and drink Services - Longview: 
Anticipated annual snack bar sales: $20,000 
Kilgore College has a grab and go operation located in the Joe B. Hendrix Bldg. at KC Longview. Kilgore College places a degree of importance in this operation in the overall operation of the students utilizing the Longview location.

What percentage would be paid to the College from snack bar sales __________________% 

COFFEE BAR – KC BREW - Kilgore: 
Anticipated annual coffee bar sales: $22,000 
Kilgore College has a coffee bar operation located in the Randolph C. Watson Library on the Kilgore Campus. 

What percentage would be paid to the College from coffee bar sales __________________%
1. **Contractors Performance of Services.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.

2. **Supervision.** Contractor is using its own knowledge, skill, and technical expertise in the performance of the Services and is not being supervised by College.

3. **Government Fees; Licenses.** Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.

4. **Work to Be Performed by Others.** College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.

5. **Warranties.**
   a. Contractor warrants that the Services will be performed in a professional and competent manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
   b. Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
   c. To the extent, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.

6. **Scope of Relationship.** Contractor is an independent contractor. Neither Contractor nor any of Contractor’s employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, “Contractor Parties”), shall be deemed employees, agents, partners, or joint ventures of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.

7. **Intellectual Property.**
   a. Colleges Intellectual Property. All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions (“Contract IP”), will be owned by College, and where applicable, all copyrightable Contract IP will be considered “Work Made for Hire” under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, “Intellectual Property” or “IP” means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
   b. Contractors Intellectual Property. Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable,
royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.

c. **College Data.** As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College’s or Contractor’s use of the Services (collectively, “**College Data**”). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College’s Intellectual Property and Contractor shall treat it as College’s confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor’s obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College’s prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.

8. **Confidentiality**

a. If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party’s business practices, strategies, and technologies, as well as the other party’s confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, “**Confidential Information**”), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party’s prior written consent.

b. Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party’s Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.

c. Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party’s possession or under the party’s control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.

9. **Retention of Records/Audit**

a. For a period of not less than two (2) years after the termination of this Agreement, Contractor shall maintain, in a single, reasonably accessible location approved by the College, all material data, files and records pertaining to its performance under this Agreement and to charges and costs paid or payable by the College under this Agreement, including, without limitation, all related contracts and insurance files.

b. During the term of this Agreement and for a two (2) year period following the termination of this Agreement, all of Contractor's data, files and records referenced in the above Section of this Agreement may be inspected, audited and copied by the College, its duly authorized agents, representatives or employees or by federal or state agencies having jurisdiction over the College, at such reasonable times as the College may determine.

c. Certified payrolls may be requested by the College to validate that Contractor’s employees assigned to a College facility have received allowed wage increases and that the Contractor is making appropriate withholdings. Certified payrolls are prepared and/or approved by an independent Certified Public Accountant and must be furnished within thirty (30) calendar days of request.
10. **Educational Records; FERPA.** College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.

11. **Public Records.** The parties acknowledge that College is a public entity subject to the provisions of the Texas Public Records Laws. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor party prior to disclosure.

12. **Privacy and Security.**
   a. If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College’s Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for “safe harbor” rules under applicable data breach laws.
   b. At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College’s information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.
   c. Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.
   d. In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College Facilities Director. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Facilities Director updated promptly as additional details about the nature of the Confidential Information become available.
   e. In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College’s Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic risk analysis.

13. **Damages.**
   a. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO COLLEGE OR COLLEGE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OR LOST PROFITS OR, ANY EVENT BEYOND THE CONTROL OF CONTRACTOR OR COLLEGE RESPECTIVELY. However, the limitations on indirect, incidental or consequential damages set forth in this Section shall not apply to, or in any way limit, Contractor's indemnity obligations under this Agreement.
   b. Contractor shall be liable for the loss of or damages to the College’s property when such loss or damage arises from the negligent or unlawful acts or omissions of Contractor or its employees.
   c. The Contractor is responsible for reporting, in writing within seventy-two (72) hours of the occurrence, damage to College property or personal property on College premises. Failure to make report to the College of the occurrence, within the specified time, may be cause for termination of this contract.
   d. If either party employs an attorney or commences legal or arbitral proceedings to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other, reasonable costs incurred in connection with such enforcement, including, but not limited to, attorneys' fees and costs of investigation, litigation, mediation, or arbitration.
14. **Indemnification.** Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees ("Indemnitees") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third-party infringement under the Agreement; and (ii) claims related to the disclosure of College’s Confidential Information.

15. **Use of Names; Trademarks.** Neither party shall use the other party’s trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("Marks"), or the names of the party’s employees in any publicity or advertising material without prior written approval by the other party. Contractor’s use of any College’s Marks, if and when authorized, shall comply with the College’s design and drawing specifications.

16. **Use of College Property.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment). Contractor’s personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.

17. **Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.

18. **Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

19. **Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.

20. **Federally-Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.

21. **Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor’s rights or delegate any of the Contractor’s obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.

22. **Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP used in procuring the Contractor’s services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College’s right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
23. **Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.

24. **Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor’s non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.

25. **Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement (“Stop Work Order”) for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.

26. **Gratuits.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

27. **Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.

28. **Cancellation for Conflict of Interest.** College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.

29. **Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of the fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.

30. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.

31. **No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College’s right to insist on strict performance of the provisions of this Agreement.

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32. **Dispute Resolution.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used.

33. **Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.

34. **Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Gregg County, Texas.
ATTACHMENT B to
SECTION 7 FOOD SERVICE AGREEMENT
SCOPE OF WORK; DELIVERABLES

(This Attachment will be developed from the Scope of Work defined in Section 2 of this RFP and successful Proposer’s proposal)
ATTACHMENT C to
SECTION 7 FOOD SERVICE AGREEMENT

COMPENSATION

(This Attachment will be developed based on the Cost Proposal Form of the successful Proposer’s proposal)
1. GENERAL INSURANCE REQUIREMENTS:

A. **Certificates of Insurance:** Contractor shall, upon request, submit to the College Procurement Services Manager certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.

B. **Self-Insurance:** Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to College, and are subject to approval by College. Contractor shall be solely responsible for any such deductible and/or self-insured retention.

C. **Scope of Insurance Coverage:** All policies, except for Workers’ Compensation, shall contain a waiver of subrogation in favor of Kilgore College, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Contractor’s insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.

D. **Additional Insureds:** For policies shown in Sections 2(B), 2(C), and 2(E) below, the insurance certificates shall name Kilgore College, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.

E. **Notice of Cancellations, Changes to Coverage:** Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty- (30) days’ prior written notice has been provided by Contractor to the College’s Procurement Services Manager.

F. **Contractor’s Personnel, Agents, and Subcontractors:** Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Contractor shall not permit all persons or entities retained by, through, or under Contractor, from entering upon College’s premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.

G. **Failure to Maintain Insurance:** In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

2. INSURANCE COVERAGE REQUIRED:

A. **Workers’ Compensation Insurance** - Contractor shall procure and maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor, its employees, or both, engaged in the performance of the Agreement, as follows:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability</td>
<td>Statutory</td>
</tr>
<tr>
<td>Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

B. **Commercial (Business) Automobile Liability Insurance** – Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractor’s owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for “any auto.”

   Combined Single Limit $1,000,000 (CA 0001)
C. **Commercial General Liability Insurance** – Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000 (CG 0001)</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Blanket Contractual Liability – Written and Oral</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Fire Legal Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

D. **Other Requirements**– The Contractor is required to include Kilgore College as an additional Insured on the Commercial General Liability and Business Automobile Policy. Attach a waiver of Subrogation to all policies. The CGL Policy should be Primary and Noncontributory to any other insurance. All polices should include a 30-day Notice of Cancellation provision in favor of Kilgore College.
In accordance with the Texas Government Code, Contractor represents and verifies that it does not, and will not during the term of the contract, if awarded, boycott Israel and that Contractor is not identified by the Texas Comptroller as boycotting Israel. "Boycott" as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

A breach of the foregoing warranty shall be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College shall have the right to terminate the resulting agreement with the Proposer.

(Signature)  (Phone)

(Print name)  (Email)

(Print title)  (Federal Taxpayer ID Number)
SECTION 8 (continues)

FELONY CONVICTION NOTICE FORM

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, 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.

VENDOR’S NAME: ________________________________________________________________

AUTHORIZED COMPANY OFFICIAL’S NAME: _________________________________________

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _______________________________________________________

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _______________________________________________________

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

Name of Felon(s): __________________________ (attach additional sheet if necessary)

Details of Conviction(s): __________________________ (attach additional sheet if necessary)

Signature of Company Official: _______________________________________________________

Printed Name: ________________________________________________________________
SECTION 8 (continues)

PROPOSER AFFIRMATION

Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed;

1. The proposer has 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 proposal.

2. The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html.

3. Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

4. The proposer has not received compensation for participation in the preparation of the specifications for this RFP.

5. If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to contract award.

6. Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

7. The Contractor shall defend, indemnify, and hold harmless the State of Texas, KC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

8. Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

9. Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: ___________________________________________________
Name of State Agency: ______________________________________________________
Date of separation from State Agency: ____________________________
Position with proposer: ______________________________________________________
Date of Employment with proposer: __________________________________________

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SECTION 8 (continues)
EXECUTION OF OFFER

1. In compliance with this 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.

2. By signature hereon, the proposer hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.

3. By executing this offer, proposer affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the proposer shall be removed from all proposals lists.

4. By the signature hereon affixed, the proposer hereby certifies that neither the proposer or the firm, corporation, partnership, or institution represented by the proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

Federal Employer Identification Number (FEIN): ____________________________

Proposer/Company: _______________________________________________________

Signature: ____________________________ Date: ________________

Name printed: ___________________________________________________________________

Title: _______________________________________________________________________

Address: _______________________________________________________________________

Telephone Number: ____________________________

PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.
Proposal of: _________________________________________________________________

(Proposer Company Name)

To: KILGORE COLLEGE

Ref.: Food Services Provider

RFP No.: 2020-FC006

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the Addenda to the captioned RFP (initial if applicable). It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on KC’s website at https://www.kilgore.edu/about/offices/procurement-services.

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

No.________________________________________________________

Respectfully submitted,

Proposer: _______________________________________________

By: ______________________________ _________________________

(Authorized Signature for Proposer)

Name Printed: _________________________________

Title: ________________________________________

Date: _________________________________________
NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate “Not Applicable”, if appropriate. Please sign and date.
SECTION 8 (continues)
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your proposal, proposal, or offer. **This form must be received included in the vendor’s proposal/proposal packet, to be considered for evaluation.** Completed forms must be **NOTARIZED**.

This requirement applies to contracts with a value exceeding $50,000.

1 - Disclosure of Financial Interest in the Vendor
a. If any officers or employees of KC (“individuals”) have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

   Name: ____________________________
   Address: ____________________________

b. For each individual named above, show the type of ownership/distributable income share:

   Ownership interest of at least 10%  (______)
   Ownership interest of at least $15,000 or more of the fair market value of vendor  (______)
   Distributive Income Share from Vendor exceeding 10% of individual’s gross income  (______)
   Real property interest with fair market value of at least $2,500  (______)
   Person related within first degree of affinity to individual has the following ownership or real property interest in Vendor:
      1. Ownership interest of at least 10%
      2. Ownership interest of at least $15,000 or more of the fair market value of vendor
      3. Distributive Income Share from Vendor exceeding 10% of the individual’s gross income
      4. Real property interest with fair market value of at least $2,500
   No individuals have any of the above financial interests (If none go to Section 4)  (______)

c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

   If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is $15,000 or less of the fair market value of vendor, check here (______).

   If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds $15,000 of the fair market value of vendor, show either:
      the percent of ownership ______ %, or
      the value of ownership interest $ ________. 
2 - Disclosure of Potential Conflicts of Interest
For each of the individuals having the level of financial interest identified in Section 1 above, and for any other KC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

   Yes_______No _____

b. Employment of individual’s spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

   Yes_______No _____

3- Disclosure of Gifts
For each of the individuals having the level of financial interest identified in Section 1 above, and for any other KC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of $250 or more within the preceding 12 months.

   Yes_______No _____

b. Individual’s spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of $250 or more within the preceding 12 months.

   Yes_______No _____

4- Other Contract and Procurement Related Information
Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding $50,000. You must submit this information along with your proposal, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

   Yes_______No _____
b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), proposals, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

   Yes _______ No _______

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as proposal or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of:

(Name of Vendor)

Certification. I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my proposal, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of Texas Local Government Code Chapter 176. I understand that it is my responsibility to comply with the requirements set forth by KC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) __________________________ Title __________________________

Signature __________________________ Date __________________________

"NOTE: PROPOSER MUST COMPLETE THE ABOVE “FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."

Signed By: __________________________ Name: __________________________

Title: __________________________ State of: __________________________

Sworn to and subscribed before me at __________________________ __________________________

(City) (State)

this __________________________ day of __________________________, 2020.

__________________________

Notary Public of the State of: __________________________
SECTION 8 (continues)
COMPLIANCE AFFIDAVIT
TEXAS FAMILY CODE SECTION 14.52

The Texas State Legislature has added a provision to the Texas Family Code, Section 14.52, under which a child support obligor who is thirty (30) or more days delinquent in paying child support under a court order or written repayment agreement is not eligible to submit a bid or enter into a contract to provide property, materials, or services to the state. A sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder, or an owner of 10% or more of another business entity is a delinquent obligor is thus ineligible to submit a bid to or enter into a contract with the State of Texas. **ANY CORPORATION, THAT DOES NOT HAVE A MAJORITARY SHAREHOLDER WHO IS A NATURAL PERSON CAPABLE OF BEING A CHILD SUPPORT OBLIGOR, AND GOVERNMENTAL ENTITIES ARE NOT SUBJECT TO SECTION 14.52 OF THE TEXAS FAMILY CODE. IF A BIDDER IS SUCH A CORPORATION, PLEASE CHECK BELOW.**

☐ corporation without natural person-majority shareholder

To comply with Section 14.52, the Texas General Services Commission requires that this affidavit be signed by an authorized representative of the firm named below. **THIS AFFIDAVIT MUST BE NOTARIZED AND RETURNED WITH EACH BID AND FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BID.** Copies will be acceptable. Bidders may submit a copy of this notarized affidavit with each bid submitted for a bid opening date scheduled within thirty (30) calendar days of the notarization date. **BIDDERS MUST ALSO SIGN THE INVITATION TO BID FORM WHICH ACCOMPANIES THE AFFIDAVIT.**

Affidavit

“I _______________________________ am authorized to sign this bid on behalf of _______________________________.

Name of Bidder

which is a: ☐ sole proprietorship  ☐ partnership  ☐ corporation with natural person-majority shareholder  ☐ other type of business entity: _______________________________.

Identity entity type

I certify that NO _______________________________ (Sole proprietor for sole proprietorship, partner for partnership, majority shareholder for a corporation, or 10% or more owner for other entity) is 30 days or more delinquent in child support payments required by court order or written repayment agreement.

Date ________________  Signature _______________________________.

Title _______________________________.

SWORN AND SUBSCRIBED before me the undersigned Notary Public on _______________________________ 20 ___.

Notary Public Signature

**IF AFFIDAVIT IS COPIED, THE NOTARY SEAL MUST BE LEGIBLE TO BE CONSIDERED.** Special note: Failure to complete this affidavit and submit with the bid will result in disqualification of the bid.
SECTION 9
RFP QUESTIONNAIRE

NOTE TO BIDDERS: COMPLETENESS AND DEGREE OF EXPLANATION AND/OR DETAIL IN RESPONSES TO EACH OF THESE QUESTIONS IS ESSENTIAL FOR YOUR PROPOSAL TO RECEIVE A THOROUGH EXAMINATION BY BID EVALUATORS. Failure to provide a thorough response to EACH item listed below may result in the disqualification of your bid. If your response is provided in another section of this RFP Response, please note where the information may be located.

1. PRICING
   a. Provide a detailed explanation as to how you arrived at the proposed fixed monthly amounts.
   b. What is your labor rate for “out-of-scope” work?

2. PERSONNEL
   In order to assist the College in evaluating the quality and stability of your work force, bidders must furnish the following information on attachments submitted with their bids.
   a. Explain your intended staffing levels.
   b. Explain your company’s recruitment program for hourly workers.
   c. Explain your company’s turnover rate for hourly workers for the last two years in the state of Texas.
   d. Explain your company’s
      1) training practices for new employees and
      2) reinforcement training for experienced workers.
   e. Describe your company’s employee safety training program.
   f. Explain your company’s policies regarding employee uniforms and submit with your bid a photograph of an employee wearing the uniform proposed for this bid.
   g. Name the person(s) to serve as your day-to-day account or project manager and submit with your bid a resume for each named individual or a description of their experience and capabilities.
   h. Explain how you would increase your staff to handle the work if awarded a contract.

3. BENEFITS
   a. Explain your company’s vacation time program for your workers.
   b. Explain your company’s sick time program for your workers.
   c. Explain any other benefits or programs that promote stability and retention of your workers.
   d. Does your company offer holiday pay for your workers?

4. RESOURCES
   a. Explain your company’s reserve labor capacity to handle this project.
   b. Is your company Green Seal Certified? Which organization?
   c. Describe your Computerized Quality Assurance Program?

5. OPERATIONAL
   a. Provide a description of the operational procedures, processes and policies you propose to use if awarded a contract. Include a specific description of the customer services to be provided.
   b. Provide a tentative schedule and transition plan for implementation of Services, based on contract commencement on July 1, 2020. Please note any activities that occur before the actual start date that will need the assistance of the College and to what extent will that assistance be needed. In addition, what specific assistance can the College provide in the first thirty- (30) days to support the contractor in the program implementation?
   c. Is your company in transition of management or ownership?