REQUEST FOR PROPOSAL

ADDENDA #1

RFP NUMBER
RFP DINING-01

PROPOSAL MUST BE RECEIVED BEFORE:
5:00 PM CST, THURSDAY, MARCH 8, 2001

MAIL PROPOSAL TO:
Stephen F. Austin State University
Purchasing Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:
Stephen F. Austin State University
Purchasing Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at Stephen F. Austin State University Purchasing Services before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:

Diana Boubel
Stephen F. Austin State University
Purchasing Services
936-468-4037
email: dboubel@sfasu.edu
RFP DINING-01

ISSUE DATE: 2-23-01

ADDENDA #1

THIS ADDENDA MUST BE SIGNED AND RETURNED PRIOR TO AWARD.

Proposer/Company: ____________________________

Signature (INK): ______________________________

Name (Typed/Printed): ________________________

The following information is included in Addenda #1:

1. Information Provided at the Pre-Proposal Conference
   In this section, each paragraph identifies the original document and section or paragraph for which clarification was provided.

2. Changes to the original Request For Proposal document, DINING-01
   In this section, each paragraph identifies the original document and section or paragraph that is officially changed. Changed information is shown in red italics.

3. University Food Service Operations Data Sheet Excerpt of Updated Board Plan and Casual Meals Data
   In this section, updated Board Plan and Casual Meals data is provided for Fall, Spring and Summer FY01 rates. Updated information is shown in red italics.
INFORMATION PROVIDED  
AT THE PRE-PROPOSAL CONFERENCE

Request For Proposal  
1.1 ii. Scope of Proposal  
A list of University owned concessions equipment was provided at the pre-proposal conference. If you failed to receive this information and would like to have a copy, please contact Diana Boubel, Director of Purchasing & Inventory/HUB Coordinator.

Request For Proposal  
4.1 Outline For Information To Be Submitted for University Food and Beverage Service Proposal  
4.2 Outline For Information To Be Submitted for Athletic Concessions Food and Beverage Service Proposal  
Section II  
Bullet 2 - Copy of...  
The copy of the 'University Food Service Agreement' and the 'Athletic Food Service Agreement' that is to be submitted with the proposal and have any revisions marked, may be so marked in pen or the document may be downloaded from the Texas Marketplace in Microsoft Word and updates made in Edit Mode.

The web site is www.marketplace.state.tx.us ; click on State Government; search procurement opportunities for dining-01 (name of the RFP).

Request For Proposal  
4.5 Form of Proposal for Athletic Concessions Food and Beverage Services; A(2)  
The non-exclusive concessions proposal is for concessions to be conducted at Lumberjack Alley. The University currently does not currently intend to allow participants, other than the concessionaire, to conduct concessions sales in Lumberjack Alley.

Request For Proposal  
5.2 University Food Service Operations Data Sheet  
Current Board Plan and Casual Meal daily rates for fiscal year 2001 are provided in the attached excerpt regarding Board Plans and Casual Meals from the University Food Service Operations Data Sheet.

Request For Proposal  
5.2 University Food Service Operations Data Sheet  
Chick-fil-A sales from opening October, 2000 through February 23, 2001: $75,086  
Chick-fil-A commission rate: 5%
Information Provided at the Pre-Proposal Conference (cont'd)

Related to Exhibit H: Requirements for Utilization of Historically Underutilized Businesses
Subcontractors that are in the process of being certified as HUBs are acceptable and should be so identified on Attachment C. As long as a subcontractor's certification is completed by 8/31 of a given year, the University may receive credit for all transactions conducted during the immediately preceding fiscal year.

Related to Exhibit H: Requirements for Utilization of Historically Underutilized Businesses
Any specific questions regarding the completion of the HUB Subcontracting forms may be directed, in writing, to the HUB Coordinator, Diana Boubel.

University Food Service Agreement
3.4 Care and Use of University Property
All equipment related to the University Food Service Proposal belongs to SFA, except for the Chick-fil-A equipment. SFA has the option to purchase the equipment for $25,000.

University Food Service Agreement
3.9 Christmas Reception and Presidential Functions
The Christmas Reception and Presidential functions are the only events where the vendor is allowed to charge only expenses. Approximately one dozen Presidential functions have typically been hosted during a year. However, a new president is expected by Fall, 2001 and may choose to host more or less Presidential functions.

University Food Service Agreement
3.9.1 Christmas Reception
The Christmas Reception is the community event of the year and is open to anyone, including the student body. However, the approximate number of people attending the Christmas Reception is 700-800.

University Food Service Agreement
6.2 Jack Bucks
A Jack Bucks program is anticipated for Fall 2001. There is no need to adjust the proposal to allow for Jack Bucks. When used, SFA will pay the vendor and deduct the University's commission. Jack Bucks will initially be limited to use in food service outlets only.
Information Provided at the Pre-Proposal Conference (cont'd)

**University Food Service Agreement**

6.4 Cash Sales
Cash registers will tie in to the University owned Diebold system by Fall, 2001.

6.9 Payments
There has been no profit split over the last two years. SFA has never received a profit split in excess of 3%.

**University Food Service Agreement**

10.2 Labor Relations
Current contractor, Aramark, is in a relationship with the Communication Workers of America Union. Aramark confirmed that the Union contract is approximately 1.5 years into a 3-year contract. Because the University has no dealings with the Union or the associated contract, SFA has no way to make a copy of the contract available. However, the phone number and address of a contact person with the Union was provided at the pre-proposal conference. If you failed to receive this information and would like to have a copy, please contact Diana Boubel, Director of Purchasing & Inventory/HUB Coordinator.

**University Food Service Agreement**

Appendix C: Hours of Operation
Mandatory summer hours of operations as related to the University Food Service Proposal are as follows:

- Grand Central – same as fall and spring semesters
- Union Station – summer operations are determined by camps
- East College Cafeteria – summer operations are for 5 summer orientation sessions serving breakfast, lunch and dinner on Monday; serving breakfast only on Tuesday.

Additional information related to summer operations:
- The University averages 175-200 on campus residents with meal plans throughout the summer semesters.
- The University hosts approximately 40-45 summer camps with an approximate total of 10,000 attendees.
Information Provided at the Pre-Proposal Conference (cont'd)

Additional Information
Information regarding the number of billing days during the semester was provided at the pre-proposal conference. If you failed to receive this information and would like to have a copy, please contact Diana Boubel, Director of Purchasing & Inventory/HUB Coordinator.

Additional Information
Information regarding male/female ratios in residence halls is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Fall 2000</th>
<th>Spring 2001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td>1484</td>
<td>1178</td>
</tr>
<tr>
<td>Female</td>
<td>2237</td>
<td>1861</td>
</tr>
<tr>
<td>Total</td>
<td>3721</td>
<td>3039</td>
</tr>
</tbody>
</table>

Additional Information
The fax number for Diana Boubel, Director of Purchasing & Inventory/HUB Coordinator is 936-468-4282.
CHANGES TO THE ORIGINAL REQUEST FOR PROPOSAL DOCUMENT, DINING-01

Request For Proposal
4.1 Outline For Information To Be Submitted for University Food and Beverage Service Proposal
4.2 Outline For Information To Be Submitted for Athletic Concessions Food and Beverage Service Proposal

Section I
Bullet 2 - Execution of Offer...
DELETE: 'one for both proposals is acceptable' 
ADD: Please submit an Original Execution of Offer with each proposal.

Request For Proposal
4.2 Outline For Information To Be Submitted For Athletic Concessions Food and Beverage Service Proposal

Section I
Bullet 4 - Historically Underutilized Business...
DELETE: the entire bullet
This is not required to be submitted with the Athletic Concessions Proposal.

University Food Service Agreement
5.5 Contractor's Personnel
CHANGE the paragraph to read as follows:
The Contractor will provide management expertise in the field of institutional food services sufficient to perform its obligations, including the services of a registered dietitian. The Contractor is required to have a dietitian on-site a minimum of 30 hours per week and must include student counseling as part of the dietitian's duties.

University Food Service Agreement
6.3 Casual Meals
CHANGE the last sentence to read as follows:
Camps requesting service in the cafeteria will be responsible for paying up to 5% of the number of scheduled attendees if fewer attend.
UNIVERSITY FOOD SERVICE OPERATIONS DATA SHEET
EXCERPT OF UPDATED BOARD PLAN AND CASUAL MEALS DATA

Request For Proposal
5.2 University Food Service Operations Data Sheet

Board Plans

<table>
<thead>
<tr>
<th>Plan</th>
<th>FY00 Fall and Spring Semesters</th>
<th>Average</th>
<th>Average</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY00 Daily Rate Fall/Spring</td>
<td>FY01 Daily Rate Fall/Spring</td>
<td># of Boarders Fall 1999</td>
</tr>
<tr>
<td>7/20</td>
<td>$5.146</td>
<td>$5.30</td>
<td>1405</td>
</tr>
<tr>
<td>7/14</td>
<td>$4.653</td>
<td>$4.793</td>
<td>2370</td>
</tr>
<tr>
<td>5/5</td>
<td>$4.087</td>
<td>$4.210</td>
<td>38</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plan</th>
<th>FY00 Summer Terms</th>
<th>Average</th>
<th>Average</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY00 Daily Rate Summer</td>
<td>FY01 Daily Rate Summer</td>
<td># of Boarders Summer I</td>
</tr>
<tr>
<td>7/20</td>
<td>$10.647</td>
<td>$10.966</td>
<td>61</td>
</tr>
<tr>
<td>7/14</td>
<td>$7.558</td>
<td>$7.785</td>
<td>168</td>
</tr>
<tr>
<td>7/7</td>
<td>$4.087</td>
<td>$4.21</td>
<td>45</td>
</tr>
</tbody>
</table>

Casual Meal Rates for 1999-2000

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$3.97</td>
<td>$4.16</td>
</tr>
<tr>
<td>Lunch</td>
<td>$5.04</td>
<td>$5.22</td>
</tr>
<tr>
<td>Sack Lunch</td>
<td>$3.88</td>
<td>$4.09</td>
</tr>
<tr>
<td>Dinner</td>
<td>$5.44</td>
<td>$5.54</td>
</tr>
</tbody>
</table>
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Diana Boubel
Stephen F. Austin State University
Purchasing Services
936-468-4037
e-mail: dboubel@sfasu.edu
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University Food Service Agreement
Athletic Concessions Service Agreement
Campus Map
Residence Hall Features
INTRODUCTION

1.1 Scope of Proposal

(a) Stephen F. Austin State University, hereafter referred to as SFA, is seeking the following two proposals, each of which will be evaluated and awarded separately for food and beverage services for Stephen F. Austin State University.

i. Food and beverage services for the University, exclusive of all athletic venues including Homer Bryce Stadium, Field House, William R. Johnson Coliseum and Lumberjack Alley.

ii. Food and beverage services for all Athletic Concessions including Homer Bryce Stadium, Field House, William R. Johnson Coliseum, and Lumberjack Alley (Coliseum parking lot). The University desires to have the Athletic Concessions proposal include an alternate for the purchase of all existing equipment. The list of equipment will be provided as soon as available. Some equipment will be available for viewing at the pre-proposal conference and tour.

(b) Potential respondents shall carefully study all documents included herein. It is the respondent's responsibility to be aware of all requirements of the RFP document and all factors affecting the contractor's ability to perform upon award of a contract.

(c) Any data supplied with the RFP providing information regarding the size of the building, the number of residents, number of meal plan participants (except for the specific data polled), type of space, and similar such information is expressly noted to be an estimate for the general guidance of Contractor and is not intended to be specific and accurate as to detail. It is the contractor’s responsibility to ascertain the physical and technical properties of this activity.

1.2 Statement of Work

The primary objective of this Request for Proposal is twofold:

(a) to provide a comprehensive University food and beverage service program for the University's students, faculty, staff, invitees and visitors at the times and in the locations described in the 'University Food Service Agreement, Appendix A'. All services are to be provided in accordance with the University Food Service Agreement negotiated as a result of this Request for Proposal.
to provide Athletic Concessions food and beverage service program for all
athletic and other activities in the Stadium, Coliseum and Lumberjack Alley at the
times and in the locations described in the 'Athletic Concessions Food Service
Agreement, Appendix A'. All services are to be provided in accordance with the
Athletic Concessions Food Service Agreement negotiated as a result of this
Request for Proposal.

1.3 Calendar of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>Wednesday, January 31, 2001</td>
</tr>
<tr>
<td>Pre-Bid Conference &amp; Site Visit</td>
<td>Thursday, February 15, 2001, 10:00am</td>
</tr>
<tr>
<td>RFP Due</td>
<td>Thursday, March 8, 2001, 5:00pm</td>
</tr>
<tr>
<td>RFP Opening</td>
<td>Friday, March 9, 2001, 10:00am</td>
</tr>
<tr>
<td>Proposal Evaluations</td>
<td>March through April, 2001</td>
</tr>
<tr>
<td>University Spring Break</td>
<td>March 12 through 16, 2001</td>
</tr>
<tr>
<td>Respondent Presentations</td>
<td>March 19 through April 6, 2001</td>
</tr>
<tr>
<td>Award</td>
<td>April, 2001 Board of Regents regularly scheduled meeting</td>
</tr>
</tbody>
</table>

Any vendor desiring to meet, lobby, or communicate with Dr. Jack Nelson, Director of
Auxiliary Services, any member of the Food Service Advisory Committee, the Athletic
Department representative, any member of the administration, or any member of the
Board of Regents, MUST COORDINATE these meetings through Dr. Jack Nelson's
Office and the meeting must occur BEFORE THE PRE-PROPOSAL CONFERENCE
AND TOUR. After the pre-proposal conference and tour all additional questions or
requests for information must be submitted in writing to the Director of Purchasing, who
will respond in writing to all potential contractors. Only faxed or mailed requests will be
honored after the pre-proposal conference and tour.

Failure to follow the above requirements for requests for meetings, or communications,
may forfeit consideration of the respondent's proposal.

1.4 Vendor Qualifications

(a) To be considered for this Agreement, the selected Contractor must:

i. have provided food service a minimum of 5 years on a college or university campus;
ii. have provided board service to a minimum of 3000 diners;
iii. have a regional presence in South Central United States (Arkansas, Texas, Louisiana, New Mexico, and Oklahoma)
(b) It is the purpose of this Request for Proposal to obtain as complete data as possible for each respondent to enable SFA to determine which respondent is best able to serve all of the criteria which are to be considered in the award of the operation of food and beverage, and concessions services. To this end, each respondent shall furnish as a part of the proposal a complete general description of experience in dining and food service operations. Included shall be the following:

i. name and address of operating company;
ii. address of regional office located in South Central United States;
iii. the duration and extent of experience in the operation of dining and food service operations; explain in detail;
iv. a list of similar operations and locations where you are or have operated dining and food service and give length of time, name of contact person of each operation and gross annual activity in the area of board, cash operations and catering, including the total number of diners on the board plan;
v. complete certified financial statements or annual report for the campus dining division prepared by a certified public accountant as of your last fiscal year of operation;
vi. a table of company organization and a plan for the administrative management and supervision staffing proposed for the services to be provided under the terms of this agreement;
vii. a list of the names of all the owners of the corporation;
viii. employee policy, training (including safety training) and benefit manuals or data sheets;
ix. recycling and environmentally sensitive product program information;
x. other such information as the vendor deems pertinent for consideration to SFA.

1.5 Contract Term

This contract will begin September 1, 2001, with an ending date of August 31, 2006. Thereafter, the term of this Agreement may be extended as mutually agreed upon. See 'University Food Service Agreement, Section 1' and 'Athletic Concessions Food Service Agreement, Section 1.'
1.6 Evaluation Criteria for Award

(a) After proposal tabulation and such investigation of Respondents as SFA deems appropriate, an award will be made to the Respondent whose proposal is judged to represent the BEST VALUE to SFA. The analysis will include, but not be limited to, (not listed in a particular ranking order):

i. rates charged to SFA;
ii. contractor’s previous and current record of performance and service;
iii. ability to render satisfactory service in this instance;
iv. availability of representatives to SFA for discussion and consultation;
v. conformance to required contract provisions;
vi. proposed renovations/capital improvements offered;

vii. support services provided to the local food service operation from the Contractor’s home and other offices;
viii. quality and staffing of local management and supervisory personnel to be assigned to the SFA account;
ix. the variety, options, flexibility, and quality to be offered in the board plan, cash operation, and catering activities;
x. company size, financial records, and stability;
xi. food service philosophy;
xii. customer relations;
xiii. commission proposed and minimum annual guarantee;
xiv. training programs for employees, supervisors, and managers;
xv. a determination of Good Faith Effort to contract with Historically Underutilized Businesses as submitted in the HUB Subcontracting Plan;
xvi. other considerations offered by Contractor.

(b) As part of the evaluation process, SFA may require presentations from the highest ranked Respondents. The presentations, to be held at SFA, will be conducted during the review process that is scheduled from date of proposal opening through April 2001.

(c) No recommendation for award will be made until SFA is fully satisfied that the Respondent is professionally competent and properly equipped to render dining and food service of the desired quality. SFA may require Respondent to submit confidential data that will include a projected operating statement based on current sales shown in this solicitation. If required, this statement will be requested after proposal opening and used by SFA in its evaluation of this respondent.

(d) SFA reserves the right to further negotiate, after proposals are opened, with any Respondent that submits a proposal. SFA may award a contract based on initial proposals received without any discussion of such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.
(e) Negotiations will in no way group Athletic Concessions with the University food and beverage service other than possible combined oversight and bonding (to reduce duplication of effort and cost in both areas) should the same contractor be awarded both contracts. Respondents must submit separate proposals. Cost negotiations will remain entirely separate. Proposals should not be presented in any way as to tie the two services together. While the same Contractor may be awarded both contracts, each contract will be independent of the other.

(f) Conditions that vary from specifications in the attached agreements that are not specifically and clearly marked will not be considered. SFA reserves the right to apply its definition to terms in instances where there is more than one interpretation. Failure of contractor to obtain clarification will not be the basis to alleviate compliance with agreement specifications.

(g) Stephen F Austin State University reserves the right to reject any and all proposals or any part thereof, or waive minor technicalities.

End of Introduction
PROPOSAL CONDITIONS

2.1 Pre-Proposal Conference and Tour

(a) A MANDATORY pre-proposal conference is scheduled for 10:00am, Thursday, February 15, 2001 in the University Center on the campus of SFA. A tour is scheduled to take place after the pre-proposal meeting. **Please call Deborah Miller at (936) 468-3400 to schedule a reservation for a specific number of attendees, including the names and titles of those attending.** Questions will be answered during the pre-proposal conference and tour. After the pre-proposal conference and tour, additional questions or information must be submitted in writing to the Director of Purchasing, who will respond in writing to all potential contractors. Only faxed or mailed requests will be honored after the pre-proposal conference and tour.

(b) **Failure to attend the pre-proposal conference and tour of facilities will forfeit consideration of the respondent’s proposal.**

2.2 Submittal Deadline and Location

(a) All proposals must be received by SFA no later than 5:00pm, Thursday, March 8, 2001.

(b) Proposals are to be submitted to:

**MAIL PROPOSAL TO:**

Stephen F. Austin State University
Purchasing Services
P. O. Box 13030
Nacogdoches, TX  75962-3030

**HAND DELIVER AND/OR EXPRESS MAIL TO:**

Stephen F. Austin State University
Purchasing Services
2124 Wilson Drive
Nacogdoches, TX  75962

(c) Proposals will be publicly opened and read (Form of Proposal only) Friday, March 9, 2001 at 10:00am in the Austin Building, Third Floor, Room #305 Board Room.

(d) Late offers properly identified will be returned to Respondent unopened. Late offers will not be considered under any circumstances. Faxed or electronically mailed proposals will not be accepted.
2.3 Submittal Instructions

(a) All proposals must be submitted on the “Form of Proposal” enclosed with this package along with all required attachments. The University Form of Proposal provides for quotes for meal plan rates, casual meal rates and proposed renovation amounts. The Athletic Concessions Form of Proposal provides for quotes for commission, annual guarantee and purchase of existing equipment. Variations from the stated specifications will be specifically noted.

(b) Proposals are to be submitted in a point-by-point format with a referenced appendix for all lists, manuals, brochures and additional information requested. The Outline for Information to be Submitted (under Proposal Information) is to be used for reference. Failure to follow point-by-point presentation could be grounds for disqualification.

(c) Each respondent must submit at least one original proposal containing the bid bond or cashier’s check, HUB subcontracting plan, original signatures on the Execution of Offer and Form of Proposal and three complete copies.

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

2.4 Transition Plan

To assure a smooth transition and uninterrupted service of operations, Respondent will submit detailed transition plans as part of their proposal; one for University operations and one for Athletic Concessions operations.

2.5 Bid Bond

Each respondent is required to submit either a bid bond or a certified check made payable to Stephen F. Austin State University in the amount of twenty-five thousand dollars ($25,000). Only one bid bond is required for both proposals.

End of Proposal Conditions
GENERAL INFORMATION

3.1 Terms and Conditions

(a) The Terms and Conditions in the attached 'University Food Service Agreement' and 'Athletic Concessions Food Service Agreement' shall govern any Agreements issued as a result of this RFP solicitation.

(b) Additional or attached terms and conditions that are determined to be unacceptable to SFA may result in the disqualification of the proposal.

3.2 Open Records

SFA anticipates that the review of the proposals will be completed in April 2001 and award recommended to the Stephen F. Austin State University Board of Regents at their regularly scheduled meeting in April 2001. Due to the nature of the proposals, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and contracts, after all negotiations are completed, may be subject to open records.

3.3 Payment and Performance Bond

(a) At the time of contracting with SFA for University food and beverage service, the successful contractor shall execute a bond issued by a surety company authorized to do business in this state in the amount of three hundred, fifty thousand dollars ($350,000) payable to the State of Texas, and conditioned on the faithful performance of the obligations, agreements, and covenants of the contract.

(b) At the time of contracting with SFA for Athletic Concessions food and beverage service, the successful contractor shall execute a bond issued by a surety company authorized to do business in this state in the amount of fifty thousand dollars ($50,000) payable to the State of Texas, and conditioned on the faithful performance of the obligations, agreements, and covenants of the contract.

(c) Should the Contractor be awarded both the University and Athletic Concessions food and beverage service contracts, the bonding for the University contract may, at the University’s discretion, satisfy the bonding requirement for Athletic Concessions.
3.4 **Initial Payment.** If the Contractor requests an initial payment at the beginning of each Contract Year in connection with the University Food Service Agreement, the Contractor shall clearly state the amount required in the submitted proposal. Any such advance shall be repaid to the University in nine (9) monthly installments. The first installment being due no later than October 31 and the last installment due no later than June 30 of each Contract year. Any proposed initial payment will be subject to negotiation.

3.5 **Historically Underutilized Businesses**

(a) In accordance with Texas Gov't Code, Title 10, Subtitle D, Chapter 2161 and General Services Commission (GSC) Rules, 1 TAC 111.11-111.28, state agencies are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards issued by the state. Each agency may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities.

(b) *Procurement opportunities valued at $100,000 or greater.* REQUIRE that the potential contractor comply with the attached *EXHIBIT H: HUB Subcontracting Plan (HSP) Requirements for Utilization of Historically Underutilized Businesses (HUBs).* The potential contractor is responsible to submit a HSP in accordance with the requirements contained therein.

(c) The annual program goal for all Other Service contracts Stephen F. Austin State University expects to award in a fiscal year is 33% for Black Americans, Hispanic Americans, Women, Asian Pacific Americans and Native Americans.

(d) Stephen F. Austin State University has determined that sub-contracting opportunities for this procurement are probable.
(e) As a requirement of Exhibit H: HUB Subcontracting Plan (HSP) Requirements for Utilization of Historically Underutilized Businesses (HUBs), SFA has enclosed a random list of potential HUB subcontractors selected from the GSC Centralized Master Bidders List for the following commodity classes. Please note this list is not all inclusive. Any product or service not provided with vendor's own resources or employees is subject to the requirements of Exhibit H.

<table>
<thead>
<tr>
<th>Class</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 192</td>
<td>Cleaning Compositions, Detergents, Solvents, And Strippers Prepackaged</td>
</tr>
<tr>
<td>Class 200-85</td>
<td>Uniforms, Blended Fabric</td>
</tr>
<tr>
<td>Class 200-86</td>
<td>Uniforms, Cotton</td>
</tr>
<tr>
<td>Class 200-87</td>
<td>Uniforms, Synthetic Fabric</td>
</tr>
<tr>
<td>Class 375</td>
<td>Foods: Bakery Products (Fresh)</td>
</tr>
<tr>
<td>Class 380</td>
<td>Foods: Dairy Products (Fresh)</td>
</tr>
<tr>
<td>Class 385</td>
<td>Foods, Frozen</td>
</tr>
<tr>
<td>Class 390</td>
<td>Foods: Perishable</td>
</tr>
<tr>
<td>Class 393</td>
<td>Foods: Staple Grocery And Grocer's Miscellaneous Items</td>
</tr>
<tr>
<td>Class 906-07</td>
<td>Architectural Services, Professional</td>
</tr>
<tr>
<td>Class 931-16</td>
<td>Bakery Equipment Maintenance and Repair</td>
</tr>
<tr>
<td>Class 931-30</td>
<td>Cafeteria and Kitchen Equipment, Commercial, Maintenance and Repair</td>
</tr>
<tr>
<td>Class 931-40</td>
<td>Food Processing and Canning Equipment Maintenance and Repair</td>
</tr>
<tr>
<td>Class 962-19</td>
<td>Cafeteria and Restaurant Service</td>
</tr>
<tr>
<td>Class 962-69</td>
<td>Personnel Services, Temporary</td>
</tr>
</tbody>
</table>

(f) The potential professional/contractor/vendor is hereby advised of the following other possible sources of potential HUB subcontractors:

i. GSC CMBL (www.gsc.state.tx.us/cmbl/cmblhub.html);

ii. GSC HUB Directory (www.gsc.state.tx.us/cmbl/cmblhub.html);

iii. City of Houston web site;

iv. City of Dallas web site;

v. City of Austin web site;

vi. Travis County web site;

vii. Houston Minority Business Council;

viii. Texas Association of Mexican American Chambers of Commerce;

ix. North Texas Regional Certification Agency;

x. City of Dallas - Women's Business Initiative;

xi. Minority Business Yellow Pages;

xii. World Wide Minority Business network;

xiii. Minority Business Development Agency

(g) After contract award, vendor will be required to submit any changes to the HUB Subcontracting Plan in accordance with Exhibit H.
(h) After contract award, vendor will be required to report monthly all payments made to any subcontractor in accordance with Exhibit H.

End of General Information
PROPOSAL INFORMATION

4.1 Outline For Information To Be Submitted for University Food and Beverage Service Proposal

The following order is to be used for the submission of the University Food Service Proposal. It is intended to allow for a facilitated review and comparison of proposals received. Failure to follow point-by-point presentation may be grounds for disqualification. Subsection breaks should be used where appropriate. A referenced appendix for all lists, manuals, brochures and additional information requested is acceptable.

Section I

- Bid bond, Paragraph 2.5 of Proposal Conditions (one for both proposals is acceptable);
- Execution of Offer, Paragraph 4.3 of Proposal Information (one for both proposals is acceptable);
- Form of Proposal for University Food and Beverage Services, Paragraph 4.4 of Proposal Information;
- Historically Underutilized Business (HUB) Subcontracting Plan, Paragraph 3.5 of General Information and Other Attachments-Exhibit H: Requirements for Utilization of Historically Underutilized Businesses

Section II

- Proposal Table of Contents;
- Copy of 'University Food Service Agreement' (do pen mark-up of sections to be revisited)

Section III

- Items listed in paragraph 1.4(b) of Introduction (one for both proposals is acceptable)

Section IV

- Transition plan as requested in paragraph 2.4 of Proposal Conditions
Section V

- Additional Information to include but not be limited to:
  - Energy conservation plan;
  - Sanitation/cleaning plan and method to assure compliance;
  - Proposed renovations including artist’s renditions and estimated costs. All funds will be deposited to SFA accounts and renovations will be contracted by SFA under State of Texas construction and renovation guidelines. All Architect/Engineers and Construction Management will be performed under the jurisdiction of SFA. Any costs over estimated amounts are to be paid by Contractor. The proposer should increase estimates by 5-10% to allow for required State of Texas terms and conditions related to State liabilities involved in renovation contracts.

Section VI

- Board Operations Information to include but not be limited to:
  - Menus to be offered with portion sizes, product name if appropriate, and description in each facility;
  - Specialty meal programs to be offered;
  - Proposed plan for offering meal plans to non-resident students, faculty and staff;
  - Marketing plan for board operations;
  - Regional or National Branded concepts and menus to be offered;
  - Fast Food Concepts and Menus to be offered
Section VII

- Cash Operations Information to include but not be limited to:
  - Plans for the following locations addressing requirements for specifications in the agreement with regard to branded concept offerings, as well as menu, price and portion, and product brand names as appropriate. Signage and initial changes required are to also be addressed. Transition plan as required in Paragraph 2.4 of Proposal Conditions is to address implementation dates.
    
    (1) Hungry Jack (University Center Building)
    (2) The Depot (University Center Building)
    (3) The Junction (Library)
  
  - Any condition to service hours under which plans and financial consideration are offered;
  - Marketing plan for cash operations.

Section VIII

- Catering Information to include but not be limited to:
  
  - Catering manual including menu, price and portion;
  - Description of catering services that Contractor is capable of offering including décor services;
  - Organization chart for catering department to include recommended candidate resumes.

Section IX

- Administrative Information to include but not be limited to:
  
  - Samples of invoices, reports and profit and loss statements
4.2 Outline For Information To Be Submitted for Athletic Concessions Food and Beverage Service Proposal

The following order is to be used for the submission of the Athletic Concessions Food and Beverage Service Proposal. It is intended to allow for a facilitated review and comparison of proposals received. Failure to follow point-by-point presentation could be grounds for disqualification. Subsection breaks should be used where appropriate. A referenced appendix for all lists, manuals, brochures and additional information requested is acceptable.

Section I

- Bid bond, Paragraph 2.5 of Proposal Conditions (one for both proposals is acceptable);
- Execution of Offer, Paragraph 4.3 of Proposal Information (one for both proposals is acceptable);
- Form of Proposal for Athletic Concessions Food and Beverage Service, Paragraph 4.5 of Proposal Information;
- Historically Underutilized Business (HUB) Subcontracting Plan, Paragraph 3.5 of General Information and Other Attachments-Exhibit H: Requirements for Utilization of Historically Underutilized Businesses

Section II

- Proposal Table of Contents;
- Copy of 'Athletic Concessions Food Service Agreement' (do pen mark-up of sections to be revisited)

Section III

- Items listed in paragraph 1.4(b) of Introduction (one for both proposals is acceptable)

Section IV

- Transition plan as requested in paragraph 2.4 of Proposal Conditions
Section V

- Concessions Operations Information to include but not be limited to:
  
  - Plans for the following locations addressing requirements for specifications in the agreement with regard to menu, price and portion, and product brand names as appropriate. Transition plan as required in Paragraph 2.4 of Proposal Conditions is to address implementation dates.

    (1) Homer Bryce Stadium
    (2) William R. Johnson Coliseum
    (3) Lumberjack Alley

  - Any condition to service hours under which plans and financial consideration are offered;
  - Marketing plan for Athletic Concessions

Section VI

- Additional Information to include but not be limited to:

  - Sanitation/cleaning plan and method to assure compliance
4.3 EXECUTION OF OFFER

DATE: ______________________

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

By executing this offer, offerer affirms that he/she 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 offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offerer may be removed from all bid lists.

By signature hereon, the offerer hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas.

By the signature hereon affixed, the offerer hereby certifies that neither the offerer nor the firm, corporation, partnership, or institution represented by the offerer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust 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, offerer certifies that if a Texas address is shown as the address of the offerer, offerer qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of offerer. Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer. If this number is not known, complete the following:

1. Enter your Federal Employer's Identification Number ______________________
2. Sole owner should also enter Social Security Number _____-____-______

Payee Identification Number (PIN): ______________________________
Sole Owner should also enter Social Security No.: __________________________
Proposer/Company: ______________________________
Signature (INK): ______________________________
Name (Typed/Printed): ______________________________
Title: ______________________________
Street: ______________________________
City/State/Zip: ______________________________
Telephone No.: ______________________________

Check Below if Preference Claimed under Rule 1 TAC 113.6(b)(3) and 113.8

( ) Texas produced supplies, materials, and equipment
( ) Texas agricultural products
( ) USA produced supplies, materials or equipment
( ) Historically Underutilized Business certified by GSC
( ) Products of persons with mental or physical disabilities
( ) Products made of recycled materials
( ) Energy efficient products
( ) Rubberized asphalt paving material
( ) Recycled motor oil and lubricants

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.
4.4 FORM OF PROPOSAL FOR UNIVERSITY FOOD AND BEVERAGE SERVICES

For performing the service as outlined below and in accordance with the specifications in the University Food Service Agreement, RFP Introduction, Proposal Conditions, General Information, Proposal Information, Information for Vendors and Other Attachments, Contractor agrees to enter into the Agreement (five year term) for the sum of:

A. Meal Plans

(1) $___________ per person per day for persons regularly entitled to 20 meals per week for the Fall or Spring semester.

(2) $___________ per person per day for persons regularly entitled to any 14 meals per week for the Fall or Spring semester.

(3) $___________ per person per day for persons regularly entitled to 5 meals per week for the Fall or Spring semester.

(4) $___________ per person per day for persons regularly entitled to 14 meals per week for the Summer semesters.

(5) $___________ per person per day for persons regularly entitled to 20 meals per week for the Summer semesters.

(6) $___________ per person per day for persons regularly entitled to 7 meals per week for the Summer semesters.

B. Casual Meal Rate

(1) $___________ Breakfast

(2) $___________ Lunch

(3) $___________ Dinner

(4) $___________ Sack Lunch

C. Proposed Renovation

Total Value of Renovation $_________________________

D. Initial Payment

Initial Payment, if requested $______________________ (see Paragraph 3.4)
4.5 FORM OF PROPOSAL FOR
ATHLETIC CONCESSIONS FOOD AND BEVERAGE SERVICES

For performing the service as outlined below and in accordance with the specifications in the Athletic Concessions Food Service Agreement, RFP Introduction, Proposal Conditions, General Information, Proposal Information, Information for Vendors and Other Attachments, Contractor agrees to enter into the Agreement (five year term) for financial consideration to the University of:

A. Commissions

(1) ___________% of Net Receipts on all exclusive Concessions sales

(2) ___________% of Net Receipts on all non-exclusive Concessions sales

B. Minimum Guarantee

$______________ per Contract Year

PLUS first year only Purchase of Existing Concessions Equipment $______________

C. Minimum Guarantee (Alternate)

$______________ per Contract Year

EXCLUDING Purchase of Existing Concessions Equipment
End of Proposal Information
INFORMATION FOR VENDORS

5.1 SFA General Information

Stephen F. Austin State University in Nacogdoches, Texas is located in one of the most beautiful and historic college settings in the state. No one can write of the history of Texas without including Nacogdoches, a historic city that became a gateway from the United States to the vast Texas frontier. Often referred to as the “cradle of Texas liberty,” Nacogdoches was home to three early attempts to establish a Republic of Texas and has flown a total of nine flags as opposed to the six that have flown over Texas.

Surrounded by the Oldest Town in Texas, SFA’s campus is well known for its traditional architecture, beautiful landscaping and a virtual forest of stately trees, mostly East Texas pines. Nestled in the East Texas Piney Woods, Nacogdoches boasts a population of approximately 30,000 citizens, many of whom work at the University and all of whom support the institution and its students. Aside from history, Nacogdoches today is where nature’s beauty can be appreciated. It is where old ways linger and hospitality still comes naturally. The city is a treasure trove of historic, academic and cultural significance in a relaxed, personal atmosphere where family and friends are valuable commodities. Major events, both those related to the University and those promoted by a viable and active Convention and Visitors Bureau, draw thousands of visitors to Nacogdoches each year. Approximately 40 annual summer camps hosted by the University attract more than 7,800 participants during the course of a normal summer term.

Since its founding in 1923, Stephen F. Austin State University has established a reputation of providing a traditional, residential college experience based on excellence in teaching and respect for its more than 11,000 students, more than 3,000 of whom make SFA residence halls their home-away-from-home. With teaching as its primary mission, SFA is truly a student-centered institution where the ideas and opinions of students are factored into each and every program and service provided by the University.
Faculty members at SFA are, first of all, teachers. They are also scholars, researchers, authors, consultants and leaders in their professional fields. Our goal is to provide students with the best undergraduate education possible, using what is learned through research and service to enhance teaching.

With a student-to-faculty ratio of approximately 19-to-1 and an average class size of 28, SFA provides students with excellent opportunities for personal attention from professors. More than 80% of our full-time faculty hold the highest degree in their fields. Full-time faculty teaches approximately 85% of all semester hours earned at SFA.

Our faculty strives to assist students in obtaining internships, finding employment and entering graduate school. Because we are a relatively small community, students may find themselves being greeted by name by faculty members at athletic events, fine arts performances or while out in the town.

At SFA, students are provided excellent learning facilities. The 28 instructional buildings house more than a dozen computer laboratories for student use.

Steen Library is one of the largest in Texas. Its professional staff is ready and able to support students in research using computerized catalog and databases that can be accessed online. Students also are aided in traditional text-based research. The Library Information Network Center has 130 computer work stations available to students.

SFA students have access to a variety of laboratories, studios and other teaching facilities. Students using these facilities get hands-on experience with tools they can use long after graduation.

Students who choose SFA typically prefer a smaller university at which they can be recognized as individuals by the faculty, staff and other students. They realize that education takes place beyond the classroom as well as within and are ready to develop self-confidence and leadership skills through participation in extracurricular activities and organizations.

Whatever the academic goals of the students electing to attend SFA, he or she will find an attractive environment conducive to meeting those goals.
5.2 University Food Service Operations Data Sheet

Board Plans

FY00 Sales (8/25/99-8/11/00)* $ 3,757,904.47
*Per contractor invoices and Auxiliary Services Records

<table>
<thead>
<tr>
<th>FY00 Fall and Spring Semesters</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan</td>
<td>FY00 Daily Rate Fall/Spring</td>
<td>Average # of Boarders Fall 1999</td>
</tr>
<tr>
<td>7/20</td>
<td>$5.146</td>
<td>1405</td>
</tr>
<tr>
<td>7/14</td>
<td>$4.653</td>
<td>2370</td>
</tr>
<tr>
<td>5/5</td>
<td>$4.087</td>
<td>38</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY00 Summer Terms</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan</td>
<td>FY00 Daily Rate Summer</td>
<td>Average # of Boarders Summer I</td>
</tr>
<tr>
<td>7/20</td>
<td>$10.647</td>
<td>61</td>
</tr>
<tr>
<td>7/14</td>
<td>$7.558</td>
<td>168</td>
</tr>
<tr>
<td>7/7</td>
<td>$4.087</td>
<td>45</td>
</tr>
</tbody>
</table>

Casual Meal Rates for 1999-2000

<table>
<thead>
<tr>
<th>Meal</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$3.97</td>
</tr>
<tr>
<td>Lunch</td>
<td>$5.04</td>
</tr>
<tr>
<td>Sack Lunch</td>
<td>$3.88</td>
</tr>
<tr>
<td>Dinner</td>
<td>$5.44</td>
</tr>
</tbody>
</table>

Conference/Camp/Catering Sales

Commission rate 10.5%
University commission on catering sales (8/25/99-8/11/00) $64,771.97
Annual sales net of commission (8/25/99-8/11/00) $552,103.93
### University Food Service Operations Data Sheet (cont'd)

#### Cash Operations

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual Sales*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blimpies</td>
<td>$67,452.65</td>
</tr>
<tr>
<td>Dunkin Donuts</td>
<td>$7,424.72</td>
</tr>
<tr>
<td>Starbucks</td>
<td>$36,278.72</td>
</tr>
<tr>
<td>Pizza</td>
<td>$2,785.00</td>
</tr>
<tr>
<td>Hungry Jack</td>
<td>$108,313.95</td>
</tr>
<tr>
<td>Cafeteria cash sales</td>
<td>$78,916.07</td>
</tr>
</tbody>
</table>

- Annual Sales*: $301,171.11
- *Per contractor year end operating statement
- Commission rate 10.5% except for Blimpie franchise which is 5%
- University commission on cash operations: $27,913.00
- Cash operations net of commission: $273,258.11

#### 5.3 Athletic Concessions Operations Data Sheet

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Concessions</td>
<td>$130,596.00</td>
</tr>
</tbody>
</table>

- *Per contractor year end operating statement
- Annual sales: $130,596.00
- Commission (17% w/$25000 minimum): $25,000.00
- Athletic concession sales net of commission: $105,596.00
5.4 Exclusive Pour Information

The Contractor shall abide by any contract executed by the University for exclusive pouring rights on the Stephen F. Austin State University campus. The University's existing beverage contract is currently under review. In the event of a change in beverage contract, Contractor agrees that it will make the necessary changes to provide approved beverages. The Contractor agrees to abide by all beverage contractual agreements made by the University regarding the use of branded containers and advertising.

The Contractor will use sound business judgement when making purchasing decisions to best meet the objectives of this agreement including, but not limited to, buying from local purveyors where the local purveyor can provide the beverage at equal or better pricing than other sources.

For purposes of this RFP and any resulting contracts, beverage is defined as all carbonated and non-carbonated non-alcoholic beverages for independent consumption, including but not limited to non-alcoholic beverages with nutritive or non-nutritive sweeteners; naturally or artificially flavored non-alcoholic beverages; flavored or unflavored drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made. Notwithstanding the foregoing, "beverages" shall not include branded or unbranded freshly brewed coffees, unbranded freshly brewed teas, branded or unbranded herbal tea sold in a bag and made by consumer, milk, flavored milk, tap water, juice squeezed fresh on the premises, juice drinks made fresh on the premises, hot chocolate, smoothies, yogurt-based drinks, club soda, and tomato or V-8 vegetable juice.

End of Information For Vendors

End of Request For Proposal
EXHIBIT H

REQUIREMENTS FOR UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES

PROFESSIONAL/CONTRACTORS/VENDORS
CONTENTS

1. Summary of Attachments Required from Respondents P. 1

2. The Stephen F. Austin State University, Purchasing, Inventory and HUB Services Policy on Utilization of Historically Underutilized Businesses (HUBs) P. 2-4

3. The Stephen F. Austin State University, HUB Subcontracting Plan (HSP) Procedures P. 5-11

4. HUB Subcontracting Plan Attachments P. 12-22

- Attachment A: HSP-LTR1 - Letter of transmittal attesting that the potential professional/contractor/vendor has read and understands the Exhibit H: Requirements for Utilization of Historically Underutilized Businesses and acknowledging that subcontracting will be utilized for some or all portions of the contract
- Attachment B: HSP-GOALS - Statement of annual procurement utilization goals
- Attachment C: HSP-HUB-LOI - Historically Underutilized Business Letter(s) of Intent identifying the subcontractor(s) that will be used during the course of the contract, the expected percentage of work to be subcontracted, and the appropriate dollar value of that percentage of work.
- Attachment D: HSP-DGFE-Part 1 - Determination of Good Faith Effort explaining in what ways the potential professional/contractor/vendor has made a good faith effort in developing the HUB Subcontracting Plan
- Attachment E: HSP-DGFE-Part 2 - Determination of Good Faith Effort identifying all HUBs solicited for subcontracting opportunities
- Attachment F: HSP-LTR2 - Letter of transmittal attesting that the proposer has read and understand Exhibit H: Requirements for Utilization of Historically Underutilized Businesses and acknowledging that no subcontracting will be utilized throughout the term of the contract
- Attachment G: HSP-SOI - Historically Underutilized Business Statement of Intent affirming that no subcontracting will be utilized throughout the term of the contract
- Attachment H: HSP-SUB-PAR - Historically Underutilized Business Progress Assessment Report, documentation of subcontracted work both to HUB and non-HUB subcontractors
- Attachment I: HSP-NON-SUB-AFF - Non-Subcontractors Affidavit attesting that no payments were made to subcontractors for the period reported
Attachment J: HSP-LTR3 - Letter of transmittal attesting that a construction manager-at-risk proposer has read and understands Exhibit H: Requirements for Utilization of Historically Underutilized Businesses

5. General Services Commission (GSC) - Centralized Master Bidders List (CMBL)/ Historically Underutilized Business (HUB) Certification Application (CMBL/HUB 12/96) P. 23

6. Potential HUB Subcontractors selected at random from the GSC Centralized Master Bidders List, if applicable. P. 24
**DETERMINATION OF SUBCONTRACTING**

Regardless of whether SFA states a probability for subcontracting or not, the respondent will make a decision to either subcontract or to complete the entire order with its own personnel and inventory (self performance).

Please note that if the bid is for commodities only, no services involved, subcontracting is determined based on whether the commodities provided will be from the potential professional's/contractor's/vendor's existing stock of goods or parts; or whether the potential professional/contractor/vendor will make a solicitation to purchase the needs goods or parts to fulfill the order. (i.e., a contractor using existing stock to build air handlers is not subcontracting; however, a contractor who does not stock the fans and must purchase the fans needed to build the air handlers is subcontracting.)

<table>
<thead>
<tr>
<th>REQUIRED ATTACHMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
</tr>
</tbody>
</table>

**Respondent Proposes Subcontractors:**

Attachments required from the Respondent for the HUB Subcontracting Plan.

**Respondent Proposes Self-Performance:**

Attachments required from the Respondent for the HUB Subcontracting Plan if the Respondent intends to perform such opportunities with its employees and resources.

The following response applies only to Construction Management jobs.

**CM @ Risk Response:**

Attachments required for HUB Subcontracting Plans for each bid package issued for the project.

The following CHANGE information applies to all awarded professionals/contractors/vendors whether the Professional/Contractor/Vendor is subcontracting or not.

**Changes in the HUB Subcontracting Plan After Award:**

Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.

The following REPORTING information applies to all awarded professionals/contractors/vendors who submitted or changed a HUB Subcontracting Plan declaring subcontracting.

**Reporting:**

Attachments required from a Respondent to whom a contract has been awarded, for it to report the identity and amount paid to its subcontractors on a monthly basis.
In accordance with Texas Government Code, Title 10, Subtitle D, Chapter 2161, and 1 Texas Administrative Code section 111.11 through 111.27, Stephen F. Austin State University will make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services and commodities contracts. The General Services Commission's (GSC) HUB Rules, 1 TAC 111.11-111.27 encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

The Director of Purchasing and Inventory shall serve as the official HUB Coordinator. The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study.

GOALS

GOAL #1. The University's specific goals have been adjusted to eliminate "overutilized" HUBs identified in the State of Texas Disparity Study and are as follows.

<table>
<thead>
<tr>
<th>Category</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy Construction other than building contract</td>
<td>6.6%</td>
</tr>
<tr>
<td>Building construction, including general contractors and operative builders contracts</td>
<td>25.1%</td>
</tr>
<tr>
<td>Special trade construction contracts</td>
<td>47.0%</td>
</tr>
<tr>
<td>Professional Services contracts</td>
<td>18.1%</td>
</tr>
<tr>
<td>Other Services contracts</td>
<td>33.0%</td>
</tr>
<tr>
<td>Commodities contracts</td>
<td>11.5%</td>
</tr>
</tbody>
</table>

A. Competitive procurement opportunities over $2,000, but less than $10,000 require at least three informal bids, including two from certified HUB vendors.

B. Competitive procurement opportunities involving catalog purchase negotiations over $2,000 require at least three solicitations from approved Qualified Information System Vendors, including two from certified HUB vendors.
C. Competitive procurement opportunities over $10,000 require at least three formal bids, including two from certified HUB vendors.

D. All competitive procurement opportunities exceeding $10,000 will be posted to the Purchasing Department web site.

E. All competitive procurement opportunities exceeding $10,000 will be posted to the Texas Marketplace unless the buyer determines that no benefit will be gained by the posting.

F. All procurement opportunities exceeding $25,000 will be posted to the Texas Marketplace.

G. All procurement opportunities $100,000 and greater will require a HUB Subcontracting Plan (HSP) to be submitted as a required by 1 TAC Section 111.14. See Goal #3.

**GOAL #2.** The University will pursue various forms of outreach to identify certified and non-certified HUB vendors with which to develop a business relationship. Vendors will be advised of and/or assisted with the State's certification process.

A. The University Purchasing Department will host a vendor fair at which vendors across the state will be invited to participate. Vendors will be provided with information regarding how to do business with the University, as well as information about the HUB certification process, and other state rules and guidelines. The University campus, other state agencies, ISD's, and city and county governments will be invited to attend and make procurement opportunities available.

B. The HUB Coordinator and/or Purchasing Department buyers will attend and participate in other economic opportunity forums in the Houston, Dallas and Austin Metroplexes and East Texas.

C. The University Purchasing Department will utilize the HUB directory provided by the GSC on-line when selecting potential suppliers and subcontractors for commodities, services, and construction contracts.

D. The HUB Coordinator will analyze expenditures after each reporting period and produce a mail piece to target various groups, i.e. specific service vendors, vendors by city or county, vendors by dollar amount, etc., and notify them of the State’s HUB certification process if the HUB Coordinator determines that a mail piece would be beneficial.

E. The University Purchasing Department will send a mail piece to all new Texas vendors added to the FRS vendor database advising them of the State's HUB certification process.

**GOAL #3.** Stephen F. Austin State University will seek to contract with HUBs indirectly through subcontracting opportunities in accordance with Texas Government Code, chapter 2161, Subchapter F and Commission HUB Rules, 1 TAC Section 111.14.
A. All procurements $100,000 or greater will require the University to prepare the bid document in accordance with the HUB Subcontracting Plan (HSP) requirements as developed by the HUB Coordinator. Potential bidders will be required to submit a HUB Subcontracting Plan (HSP) as provided by the bid documents in order for the bid to receive consideration.

GOAL #4. The University will establish educational training for personnel making procurement decisions to assure compliance with stated objectives.

A. The University Purchasing Department will publish a newsletter which will, from time to time, include HUB information.

B. The University Purchasing Department will conduct training seminars for all campus departments advising them of all current purchasing policies and procedures.

C. ProCard training will include an emphasis on the need to make small purchases from HUBs and will include a list of HUB vendors for the most common purchases made with the ProCard.

D. Regular training for the use of the on-line requisition system will include an introduction of general purchasing policies and guidelines. This introduction will include information regarding the requirements to make a good faith effort to purchase from HUBs.

GOAL #5. The University will gather HUB data to comply with the reporting requirements of Texas Government Code, Title 10, Subtitle D, Chapter 2161 and 1 Texas Administrative Code sections 111.11 through 111.27

Source of Authority: Vice President for Business Affairs

Cross Reference: Texas Government Code, Title 10, Subtitle D, Chapter 2161; and Texas Administrative Code, sections 111.11 through 111.27

Contact for Revision: Director of Purchasing and Inventory/HUB Coordinator

End of Stephen F. Austin State University Policy
In accordance with the Texas Government Code, Sections 2161.181-182 and section 111.11 of the Texas Administrative Code (TAC), state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services, and commodities contracts. The General Services Commission's (GSC) HUB Rules, 1 TAC 111.11-111.28 encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study:

(1) 11.9% for heavy construction other than building contracts;
(2) 26.1% for all building construction, including general contractors and operative builders contracts;
(3) 57.2% for all special trade construction contracts;
(4) 20% for professional services contracts;
(5) 33% for all other services contracts; and
(6) 12.6% for commodities contracts.

Each state agency shall make a good faith effort to meet or exceed the goals to assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages. It is the policy of Stephen F. Austin State University to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F and Commission HUB Rules, 1 TAC Section 111.14. A copy of Stephen F. Austin State University's policy is enclosed and can be viewed at www.sfasu.edu/upp/pap/financial_affairs/historically_underutilized_businesses.html.

The following procedures are specified pursuant to the General Services Commission's (GSC) HUB Rules, 1, TAC, Section 111.13 and 111.14:

1. Stephen F. Austin State University entering into a contract for professional services, contracting services and/or commodities with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine if it is probable for subcontracting opportunities under the contract.

   A. When Stephen F. Austin State University has determined that subcontracting opportunities are probable, and the potential professional/contractor/vendor intends to subcontract all or any portion of the contract, the potential professional/contractor/vendor, in connection with its bid, proposal, offer, or other applicable expression of interest, will be required to submit a HUB SUBCONTRACTING PLAN (HSP) to include:
      (1) Letter of transmittal (Attachment A) attesting that the professional/contractor/vendor has read and understands the Policy on Historically Underutilized Businesses (HUBs) and the HUB Subcontracting Plan (HSP) Requirements for Utilization of Historically Underutilized Businesses (HUBs);
      (2) Statement of Annual Procurement Utilization Goals (Attachment B);
Historically Underutilized Business Letter of Intent (Attachment C), identifying the HUBs and/or potential professionals/contractors/vendors that will be utilized for subcontracting opportunities, the expected percentage of work to be subcontracted, and the approximate dollar value of that percentage of work;

Determination of Good Faith Effort (Attachment D and E), explaining in what ways the potential professional/contractor/vendor made a good faith effort in the development of the HUB SUBCONTRACTING PLAN.

B. When Stephen F. Austin State University has determined that subcontracting opportunities are probable, but the potential professional/contractor/vendor can perform and intends to complete all the subcontracting opportunities identified by the agency with its employees and resources without any subcontractors, the potential professional/contractor/vendor, in connection with its bid, proposal, offer, or other applicable expression of interest, will be required to submit a HUB SUBCONTRACTING PLAN (HSP) to include:

1. Letter of transmittal (Attachment F) attesting that the professional/contractor/vendor has read and understands the Policy on Historically Underutilized Businesses (HUBs) and the HUB Subcontracting Plan (HSP) Requirements for Utilization of Historically Underutilized Businesses (HUBs);
2. The statement of Annual Procurement Utilization Goals (Attachment B); and
3. Statement of Intent (Attachment G), attesting that the potential professional/contractor/vendor shall perform the subcontracting opportunities identified by the agency, with its own employees and resources.

Note: If the potential professional/contractor/vendor selected, decides after the award to subcontract any part of the contract after the award, the professional/contractor/vendor must notify Stephen F. Austin State University and must comply with the good faith effort requirements defined herein relating to developing and submitting a subcontracting plan before any modifications or performance in the awarded contract involving subcontracting can be authorized by the Stephen F. Austin State University.

C. When Stephen F. Austin State University has determined that subcontracting opportunities are probable, but the potential professional/contractor/vendor is responding to a construction manager-at-risk request for proposal, the respondent, in connection with its proposal, offer, or other applicable expression of interest will be required to submit a HUB SUBCONTRACTING PLAN (HSP) to include:

1. Letter of transmittal (Attachment J) attesting that the respondent vendor has read and understands the Policy on Historically Underutilized Businesses (HUBs) and the HUB Subcontracting Plan (HSP) Requirements for Utilization of Historically Underutilized Businesses (HUBs); and
2. The statement of Annual Procurement Utilization Goals (Attachment B).

Contractors engaged under construction manager-at-risk contracts, as a provision of the contract, shall develop and submit a HUB SUBCONTRACTING PLAN for each bid package issued toward the lump sum price of the Project (Attachments A, B, C, D, and E).

D. If Stephen F. Austin State University determines that subcontracting opportunities are not probable, bids, proposals, offers, or other solicitations will include a “Declaration of Subcontracting Opportunities” attesting that it has determined that subcontracting opportunities are not available under the contract (See Attachment K).
i. If the potential professional/contractor/vendor determines to subcontract any portion of the contract, then the potential professional/contractor/vendor must submit an HSP according to the requirements herein. See Paragraph 1.A.

ii. If the potential professional/contractor/vendor determines not to subcontract any portion of the contract, then the potential professional/contractor/vendor must submit an HSP according to the requirements herein. See Paragraph 1.B.

3. Accordingly, a HSP (whether subcontracting or not subcontracting and regardless of whether the potential professional/contractor/vendor is itself a HUB) IS REQUIRED as part of potential professional's/contractor's/vendor's bids, proposals, offers, or other applicable expressions of interest. RESPONSES THAT DO NOT INCLUDE THE HSP OR IF THE AGENCY DETERMINES THAT THE HSP WAS NOT DEVELOPED IN GOOD FAITH, SHALL BE REJECTED AS A MATERIAL FAILURE TO COMPLY WITH THE ADVERTISED SPECIFICATIONS.

4. No changes shall be made to an accepted subcontracting plan prior to its incorporation into the contract. State agencies shall review the supporting documentation submitted by the potential professional/contractor/vendor to determine if a good faith effort has been made in accordance with Stephen F. Austin State University's bid specifications and HSP Requirements for Utilization of HUBs.

5. Stephen F. Austin State University shall require a potential professional/contractor/vendor to state whether it is a Texas certified HUB.

6. Potential professionals/contractors/vendors shall follow, but are not limited to, procedures listed below when developing a HUB SUBCONTRACTING PLAN.

A. Divide the contract work into reasonable lots to the extent consistent with prudent industry practice.

B. Notify HUBs of the work that the professional/contractor/vendor intends to subcontract. The preferable method of notification shall be in writing. The notice shall, in all instances, include the scope of the work, information regarding the location to review plans and specifications, information about bonding and insurance requirements, and identify a contact person. The notice shall be provided to potential HUB subcontractors prior to submission of the professional's/contractor's/vendor's bid. The potential professional/contractor/vendor shall provide potential HUB subcontractors reasonable time to respond to the potential contractor's/vendor's notice. "Reasonable time to respond" in this context is no less than five working days from receipt of notice, unless circumstances require a different time period, which is determined by the agency and documented in the contract file. The potential professional/contractor/vendor shall effectively use the GSC’s Centralized Master Bidders List, the HUB Directory, Internet resources, and other directories as identified by the GSC or Stephen F. Austin State University when searching for HUB subcontractors. Professionals/Contractors/Vendors shall effectively use the services of minority, women, and community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide assistance in identifying HUBs able to perform all or select elements of the HUB subcontracting plan. The potential professional/contractor/vendor shall provide the notice described in this subsection to three or more HUBs that perform the type of work required. The potential professional/contractor/vendor shall provide official written documentation (i.e. phone logs, fax
transmittals, etc.) to demonstrate compliance with the notice required in this subsection. (Form HSP-DGFE – Part 2, See Attachment E).

NOTE: A random reference list of Texas certified HUBs and contractors that may be used to perform the subcontracting opportunities has been attached to assist potential professionals/contractors/vendors in achieving the program goal. A complete list of all GSC certified HUBs may be electronically accessed through the Internet. The GSC information server is available through the Internet based World-Wide-Web. Although there are alternatives to connect to this data, the preferred method is through the Internet using a Web Browser (like Netscape, Internet Explorer, etc.). Using a Web Browser, please connect to [http://www.gsc.state.tx.us](http://www.gsc.state.tx.us).

C. Provide written justification of the selection process, if a non HUB subcontractor is selected through means other than competitive bidding, or a HUB bid is the best value responsive bidder to a competitive bid invitation, but is not selected.

D. Advertise HUB subcontracting opportunities in general circulation, trade association, and/or minority/woman focus media concerning subcontracting opportunities.

E. Encourage a selected noncertified minority or woman- owned business subcontractor to apply for certification by the commission in accordance with the procedures set forth in 1 TAC §111.17 (relating to Certification Process).

7. If the contract is a lease contract, the lessor shall comply with the requirements of this section from and after the occupancy date provided in the lease, or such other time as may be specified in the invitation for bid for the lease contract.

8. In making a determination whether a good faith effort has been made in the development of the required HUB subcontracting plan, a state agency shall require the potential professional/contractor/vendor to submit supporting documentation explaining in what ways the potential professional/contractor/vendor has made a good faith effort according to each criterion listed above. The documentation shall include at least the following (Form HSP-DGFE – Part 1, See Attachment D – Pages 1 and 2):

A. Whether the potential professional/contractor/vendor divided the contract work into reasonable portions in accordance with prudent industry practices.

B. Whether the potential professional/contractor/vendor sent notices containing adequate information about bonding, insurance, the plans, the specifications, scope of work, and other requirements of the contract to three or more qualified HUBs allowing reasonable time for HUBs to participate effectively.

C. Whether the potential professional/contractor/vendor negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.

D. Whether the potential professional/contractor/vendor documented reasons for rejection or met with the rejected HUB to discuss the rejection.

E. Whether the potential professional/contractor/vendor advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
F. Whether the potential professional/contractor/vendor assisted non-certified HUBs to become certified.

9. The HUB subcontracting plan and supporting documentation shall be reviewed and evaluated by Stephen F. Austin State University to determine if a good faith effort has been made in accordance with GSC’s rules and bid specifications prior to contract award. If accepted, the HUB SUBCONTRACTING PLAN shall become a provision of the contract. No changes may be made to an accepted HUB SUBCONTRACTING PLAN prior to incorporation in the contract.

10. If the agency determines that a submitted HUB subcontracting plan was not developed in good faith, the agency shall treat the lack of good faith as a material failure to comply with advertised specifications, and the subject bid or other response shall be rejected. The reasons for rejection shall be recorded in the procurement file.

11. If at any time during the term of the contract, a professional/contractor/vendor desires to make changes to the approved HUB SUBCONTRACTING PLAN, such proposed changes must be received for prior review and approval by the Stephen F. Austin State University HUB Coordinator before changes will be effective under the contract. The professional/contractor/vendor must comply with provisions of 111.14 (b), relating to development and evaluation of HUB SUBCONTRACTING PLANS, in order to substitute work or a subcontractor prior to any alternative under the subcontracting plan. Stephen F. Austin State University shall approve changes by contract amendments. The reasons for amendments shall be recorded in the procurement file.

12. If the potential professional/contractor/vendor has submitted a statement of intent to perform the work with its employees and resources (HSP-SOI, See Attachment G) and is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the professional/contractor/vendor must comply with provisions of this section relating to developing and submitting a subcontracting plan prior to any modifications or performance in the awarded contract involving subcontracting being authorized by the Stephen F. Austin State University. If the selected professional/contractor/vendor subcontracts any of the work without prior authorization and without complying with 1 TAC Section 111.14, the professional/contractor/vendor is deemed to have breached the contract and to be subject to any remedial actions provided by Texas Government Code, Chapter 2161, and 1 TAC §111.14. Stephen F. Austin State University may report non-performance relative to its contracts to the commission in accordance with 1 TAC Chapter 113, Subchapter F (relating to the Vendor Performance and Debarment Program).

13. The professional/contractor/vendor shall maintain business records documenting its compliance with the HUB SUBCONTRACTING PLAN and shall submit a compliance report to Stephen F. Austin State University monthly and in the format required by the contract documents.

14. During the term of the contract, Stephen F. Austin State University shall determine whether the value of the subcontracts to HUBs meets or exceeds the HUB subcontracting provisions specified in the contract.

15. Stephen F. Austin State University shall require a professional/contractor/vendor to whom a contract has been awarded to report to Stephen F. Austin State University the identity and the amount paid to its subcontractors on a monthly basis. The Reporting Requirements shall include:

A. The Subcontractor Progress Assessment Report (Attachment H) will include the volume of work performed under the contract, and the portion of the work that was performed with its employees/resources, Non-HUB professionals/contractors/vendors and other HUB professionals/contractors/vendors.
B. The Non-Subcontractors Affidavit (Attachment I) must be submitted if no payments were made to subcontractors during the reporting period.

16. If the professional/contractor/vendor is fulfilling or exceeding the HSP, Stephen F. Austin State University shall maintain documentation of the professional's/contractor's/vendor's efforts in the contract file. If the professional/contractor/vendor fails to fulfill the HUB SUBCONTRACTING PLAN specified in the contract, Stephen F. Austin State University shall notify the contractor of any deficiencies. Stephen F. Austin State University shall give the professional/contractor/vendor an opportunity to submit documentation and explain to the state agency why the failure to fulfill the HUB SUBCONTRACTING PLAN should not be attributed to a lack of good faith effort by the professional/contractor/vendor. In determining whether the professional/contractor/vendor made the required good faith effort, Stephen F. Austin State University may not consider the success or failure of the professional/contractor/vendor to subcontract with HUBs in any specific quantity. Stephen F. Austin State University's determination is restricted to considering factors indicating good faith including, but not limited to, the following:

A. Whether the contractor gave timely notice to the subcontractor regarding the time and place of the subcontracted work.
B. Whether the contractor facilitated access to the work site provided electrical power and other necessary utilities.
C. Whether documentation or information was provided that included potential changes in the scope of contract work.

**Note:** When the prime professional/contractor/vendor is a HUB, it must perform at least 25% of the total value of the contract with its own or leased employees as defined by the Internal Revenue Service in order for the agency to receive 100% HUB credit for the entire contract. The HUB prime professional/contractor/vendor may subcontract up to 75% of the contract with HUBs or non-HUB subcontractors.

If a HUB prime professional's/contractor's/vendor's HSP identifies that it is planning to perform less than 25% of the total value of contract with its employees, the HUB professional/contractor/vendor must report to the agency the value of the contract that was actually performed by the HUB prime professional/contractor/vendor and its HUB subcontractors. If the HUB professional/contractor/vendor does not report the HSP this would cause double reporting of HUB dollars.

17. If a determination is made that the professional/contractor/vendor failed to implement the HUB SUBCONTRACTING PLAN in good faith, Stephen F. Austin State University, in addition to any other remedies, may report nonperformance to the commission in accordance with 1 TAC, Chapter 113, Subchapter F (relating to Vendor Performance and Debarment Program).

18. CONSTRUCTION MANAGER-AT-RISK - ADDITIONAL INFORMATION: The potential professional/contractor/vendor submitting a proposal for a Construction Manager-At-Risk project shall be required to submit a HSP according to the requirements herein. See Paragraph 1.C. Upon award of a CM At Risk Contract, the contractor shall be required, as a provision of the contract, to develop and submit a HSP for each bid package issued toward the lump sum price of the Project according to the requirements outlined herein; see Paragraph 1.A.

**Note:** Attachment C is to be duplicated as needed and submitted for each subcontract awarded (whether HUB or NON-HUB). For example, even though the CM may solicit bids for 20 subcontracts; the CM may only award 18 subcontracts, choosing to perform work for the other 2 phases with its own employees and resources.
NOTE: Attachment E is to be duplicated as needed and submitted listing ALL HUB subcontractors solicited, even if an award did not result from the solicitation.

19. CHANGES TO HUB SUBCONTRACTING PLANS - ADDITIONAL INFORMATION

A. AMOUNT CHANGE ONLY - If changes to a subcontract result in only an increase or decrease to the amount award to a subcontractor, then a revised HUB-LOI, Attachment C, must be submitted to the HUB Coordinator.

B. SUBCONTRACTOR CHANGE - If changes to a subcontract result in a need to change subcontractors, the professional/contractor/vendor should attempt to award to the next low bidder or provide documentation that the professional/contractor/vendor can perform the work with its own employees and resources at a lower cost than the next low bid. Once all bidders have been exhausted and have been disqualified or are unable to perform the work in the needed time and if the professional/contractor/vendor cannot perform the work with its own employees, then three possible options may exist.

i. An emergency bid package may be issued including HUBs, from which an award may be made. An HSP must be submitted for this emergency bid package in accordance with the requirements herein; see Paragraph 1.A.

ii. Emergency phone bids may be necessary to locate a subcontractor who can perform the work at an acceptable rate in the time needed. An HSP must be submitted for this emergency informal bid process in accordance with the requirements herein; see Paragraph 1.A. The HUB Coordinator should be contacted for approval prior to initiating this process.

iii. If the need is immediate and will not allow time for bidding, a single vendor, HUB or NON-HUB, may be contacted to perform the work immediately. An HSP must be submitted in accordance with the requirements herein; see Paragraph 1.A. and documenting the extreme emergency situation. The HUB Coordinator should be contacted for approval prior to initiating this process.
Date

Diana Boubel  
Director of Purchasing/HUB Coordinator  
Stephen F. Austin State University  
P. O. Box 13030  
Nacogdoches, TX  75962

Dear Diana:

I am pleased to forward this HUB Subcontracting Plan as an integral part of our bid, proposal, offer, or other expression of interest in connection with your solicitation (invitation to bid, request for offer, or request for proposal) reference #__________________.

I have read and understand Stephen F. Austin State University's Policy on Utilization of Historically Underutilized Businesses (HUBs) and the HUB Subcontracting Plan (HSP) Requirements for Utilization of Historically Underutilized Businesses (HUBs).

(Number) HUB-LOI(s) is (are) enclosed totaling $__________. That amount is _________ percent of our total bid amount.

If, for any reason, a HUB is unable to fulfill its contract with us, we will notify you immediately in order to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Signature)  
(Printed Name)  
(Printed Title)
HUB SUBCONTRACTING PLAN

STATE OF TEXAS

ANNUAL PROCUREMENT UTILIZATION GOALS
1 Texas Administrative Code §111.13

11.9% for heavy construction other than building contracts;
26.1% for all building construction, including general contractors
and operative builders contracts;
57.2% for all special trade construction contracts;
20.0% for professional services contracts;
33.0% for all other services contracts; and
12.6% for commodities contracts.

________________________________________
Contractor Signature
HUB SUBCONTRACTING PLAN
HISTORICALLY UNDERUTILIZED BUSINESS
LETTER OF INTENT (HSP-HUB-LOI)
(USED BY POTENTIAL PROFESSIONAL/CONTRACTOR/VENDOR TO IDENTIFY
ALL SUBCONTRACTORS SELECTED FOR WORK ON THE CONTRACT)

Respondent: 
Vendor Identification Number: 
Address: 
Phone: - - 
Project Number: 
Contract Amount: 
Description of commodities/specifications: 
Duration of Contract: 
Name of Subcontractor/Supplier: 
Address: 
Phone: - - 
Is the subcontractor a HUB? Yes No
If yes, is the subcontractor certified? Yes No
If this contractor is not a HUB, were HUBs solicited to bid this contract? Yes No
Did you receive a response from a HUB for this contract? Yes No
GSC Vendor Identification Number GSC Certificate Number: 
Dollar amount of contract with subcontractor/supplier: $
Percentage amount of contract with subcontractor/supplier: %
Description of materials/services performed under agreement with the subcontractor for amount
indicated above:

PLEASE SUBMIT A SEPARATE FORM FOR EACH SUBCONTRACTOR/SUPPLIER.

HUB SUBCONTRACTING PLAN
Historically Underutilized Business (HUB)

DETERMINATION OF GOOD FAITH EFFORT (HSP-DGFE), PART 1, PAGE 1
(This form must be completed and submitted as part of the HUB Subcontracting Plan)

Professional/Contractor/Vendor Name: ____________________________________________

Vendor Identification Number: _________________________________________________

Address: _____________________________________________________________________

Phone: __-__-____ Project Number: _________ Contract Amount: ________________

Proposer/Bidder/Offeror must answer the following questions.

1. Are you certified as a Texas Historically Underutilized Business (HUB)? ______ Yes ______ No

2. If an award is issued, do you plan to use a Subcontractor or Supplier for all or any portion of the contract? ______
   Yes ______ No

3. If yes, what percentage of work will be subcontracted with HUBs? _____________ %
HUB SUBCONTRACTING PLAN
Historically Underutilized Business (HUB)

DETERMINATION OF GOOD FAITH EFFORT (HSP-DGFE), PART 1, PAGE 2
(This form must be completed and submitted as part of the HUB Subcontracting Plan)

In determining whether a good faith effort has been made in development of the HUB Subcontracting Plan, a state agency shall require the potential professional/contractor/vendor to submit supporting documentation explaining in what ways the potential professional/contractor/vendor has made a good faith effort. Please answer the questions below. Provide necessary documentation to support your answers. Use continuation sheets as required.

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When required, failure to submit this checklist and supporting documentation with your proposal/bid/offer will cause your proposal/bid/offer to be considered non-responsive.

NOTE: The contracting agency will review the supporting documentation submitted by the potential contractor/vendor to determine if a good faith effort was made in accordance with applicable 1 TAC rules and the contract specifications. If it is determined that a good faith effort was not made, the bid or other response shall be rejected as a material failure to comply with advertised specifications. The reasons for rejection will be recorded in the project file.

Signature ___________________________ Date____________________
**HUB SUBCONTRACTING PLAN**  
**DETERMINATION OF GOOD FAITH EFFORT (HSP-DGFE), PART 2**

This form must be completed and submitted as part of the HUB Subcontracting Plan for documentation of all HUBs solicited for subcontracting opportunities and Determination of Good Faith Effort (Attach additional pages as needed.)

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<th>Professional/Contractor/Vendor Name:</th>
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<td>Project Number: _____________</td>
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<td>Contact Name:</td>
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Specific Subcontract Solicited:                      

Contractor's Estimate of Approximate Dollar Value of Subcontract Advertised: ____________________________

*Identify each HUB to which a notice of solicitation was given. Attach a copy of each solicitation letter.*

1. **Name of HUB Subcontractor/Supplier:** ____________________________
   Address: ____________________________
   Phone: ______ - ______ - ______
   Owner(s): ____________________________

   If GSC certified, enter Vendor Identification Number: _____________

   If not GSC certified, please complete the following information:

   - Black American
   - Male
   - Female
   - Native American
   - Male
   - Female
   - Woman
   - Hispanic American
   - Male
   - Female
   - Asian Pacific American
   - Male
   - Female

   Date certification packet delivered to HUB subcontractor _________________

2. **Name of HUB Subcontractor/Supplier:** ____________________________
   Address: ____________________________
   Phone: ______ - ______ - ______
   Owner(s): ____________________________

   If GSC certified, enter Vendor Identification Number: _____________

   If not GSC certified, please complete the following information:

   - Black American
   - Male
   - Female
   - Native American
   - Male
   - Female
   - Woman
   - Hispanic American
   - Male
   - Female
   - Asian Pacific American
   - Male
   - Female

   Date certification packet delivered to HUB subcontractor _________________

3. **Name of HUB Subcontractor/Supplier:** ____________________________
   Address: ____________________________
   Phone: ______ - ______ - ______
   Owner(s): ____________________________

   If GSC certified, enter Vendor Identification Number: _____________

   If not GSC certified, please complete the following information:

   - Black American
   - Male
   - Female
   - Native American
   - Male
   - Female
   - Woman
   - Hispanic American
   - Male
   - Female
   - Asian Pacific American
   - Male
   - Female

   Date certification packet delivered to HUB subcontractor _________________
[BUSINESS LETTERHEAD]

Date

Diana Boubel
Director of Purchasing/HUB Coordinator
Stephen F. Austin State University
P.O. Box 13030
Nacogdoches, TX 75962

Dear Diana:

I am pleased to forward this HUB Subcontracting Plan as an integral part of our bid, proposal, offer, or other expression of interest in connection with your solicitation (invitation for bid, request for proposals, etc.) reference #______________.

I have read and understand Stephen F. Austin State University's Policy on Utilization of Historically Underutilized Businesses (HUBs) and the HUB Subcontracting Plan (HSP) Requirements for Utilization of Historically Underutilized Businesses (HUBs). The enclosed HUB-SOI expresses our intent to perform and/or supply all contracted goods or services with our employees and resources.

Sincerely,

(Signature)
(Printed Name)
(Printed Title)
HUB SUBCONTRACTING PLAN
Historically Underutilized Business
STATEMENT OF INTENT (HSP-SOI)

(Must be completed and submitted when the potential professional/contractor/vendor plans to complete all work with its employees and resources.)

If the potential professional/contractor/vendor can perform the subcontracting opportunities identified by Stephen F. Austin State University, with its employees and resources, the HUB Subcontracting Plan must express the potential professional's/contractor's/vendor's intent to complete the work with its employees and resources. The potential professional/contractor/vendor must attest to this fact by completion of the Statement of Intent below.

By completing the following Statement of Intent, the potential professional's/contractor's/vendor's HUB Subcontracting Plan may be considered responsive, qualified and/or valid:

STATEMENT OF INTENT:

I ___________________, an authorized representative of (professional/contractor/vendor) have reviewed the purchase solicitation, and have determined that the entire work of the contract will be completed with (professional's/contractor's/vendor's) own employees and internal resources without subcontracting any portion of the contract.

I hereby agree to act in good faith and understand that if my company is awarded the contract, that as a provision of this contract, I agree to complete all subcontracting opportunities, identified by the agency, with my company’s resources and to report information to Stephen F. Austin State University regarding my performance of the contract as specified.

If circumstances necessitate the use of any subcontractors, I agree to seek the timely authorization by the contracting agency and adhere to the provisions of 1 TAC, Section 111.14 (relating to the submission of HUB Subcontracting Plan documents). I also agree and understand that if I fail to comply with this Statement of Intent, I will be in breach of the performance of the contract.

Printed Name of Professional/Contractor/Vendor

Signature of Professional's/Contractor's/Vendor's Authorized Representative

Date: ________________________________

If the selected professional/contractor/vendor decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor/vendor must seek authorization and comply with provisions of 1 TAC, Section 111.14, prior to any modifications or performance in the awarded contract involving subcontracting.

If the professional/contractor/vendor subcontracts any of the work without prior authorization and without complying with contract specifications or HUB Subcontracting Plan, the contractor/vendor is deemed to have breached the contract. The contractor/vendor also is subjected to any other remedial actions provided by Chapter 2161 of the Texas Government Code and 1 TAC, Section 111.14. Stephen F. Austin State University also may report non-performance to the GSC in accordance with the GSC’s vendor Performance and Debarment Program.
Date of Award __________ Project Number ______________ Object Code (agency use): __________

Non-HUB/Prime Contractor Name ____________________________

HUB/Prime Contractor Name ____________________________

Professional/Contractor/Vendor Identification Number (VID Number) ____________________________

Total Contract Amount Paid this Period to Contractor ____________________________

Document HUB/and NON-HUB Subcontractor Information, as applicable below:

<table>
<thead>
<tr>
<th>Subcontractor/Supplier Name(s)</th>
<th>VID or GSC Certificate Number for Subcontractor</th>
<th>HUB Certified YES/N0</th>
<th>Total Contract $ Amount from Letter of Intent with Subcontractor</th>
<th>Total $ Amount Paid This Period to Subcontractor</th>
<th>Total Contract $ Amount Paid to Date to Subcontractor</th>
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TOTAL REPORTED

$  $  $  

Form to be reported monthly to the SFASU HUB Coordinator. Please identify the month or quarter being reported:

Signature: ____________________________ Title: ____________________________

Date: ____________________________ Month or Quarter Included Deadline Identify Month/Quarter

First (Sep., Oct., Nov.) 9/30 10/31 11/30
Second (Dec., Jan., Feb.) 12/31 1/31 2/28
Third (Mar., Apr., May) 3/31 4/30 5/31
Fourth (Jun., Jul., Aug.) 6/30 7/31 8/31
HUB SUBCONTRACTING PLAN  
Historically Underutilized Business

Non-Subcontractors Affidavit (HSP-NON-SUB-AFF)

(Document completed as a provision of the contract after the contract has been awarded to be compliant with the HUB Subcontracting Plan)

If subcontractors have not been used on this contract during this reporting period, the professional/contractor/vendor shall complete the form below.

In accordance with the HUB Subcontracting Plan, I ________________________________, an authorized representative of ___________________________________, certify that during this reporting period, NO subcontractors have been used on this contract.

Printed Name of Professional/Contractor/Vendor

Signature of Professional/Contractor/Vendor

------------------------------------------

Subscribed and sworn before me, the undersigned notary public, on this ____ day of ____, (yr.) ______.

(Notary Public Seal)

Notary Public: __________________________________________________________________

My commission expires: __________________________________________________________________
Diana Boubel  
Director of Purchasing/HUB Coordinator  
Stephen F. Austin State University  
P.O. Box 13030  
Nacogdoches, TX  75962

Dear Diana:

In accordance with the requirements outlined in the specification section “HUB Participation Program,” I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for proposals, referencing Project Number ________________.

I have read and understand Stephen F. Austin State University's Policy on Utilization of Historically Underutilized Businesses (HUBs) and the HUB Subcontracting Plan (HSP) Requirements for Utilization of Historically Underutilized Businesses (HUBs).

HSP Requirements will be documented with each bid package solicited and will contain Attachments A, B, C, D, and E. A HUB Subcontracting Plan will be submitted to the SFASU HUB Coordinator at the completion of each bid process. Documentation of subcontracted work will be provided monthly.

Sincerely,

(Signature)  
(Printed Name)  
(Printed Title)
The potential professional/contractor/vendor may desire to apply to apply for the General Services Commission's Centralized Master Bidder List or, if qualified, may desire to apply for HUB certification.

Part of the potential professional's/contractor's/vendor's HSP good faith effort will be to attempt to assist qualified minority and women owned businesses, with whom the potential professional/contractor/vendor intends to subcontract, to become certified.

The General Services Commission CMBL/HUB Certification Application form may be downloaded from the internet at www.gsc.state.tx.us/hubbid/forms/index.html, or a copy may be requested from the HUB Coordinator, Diana Boubel, 936-468-4037.
<table>
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<td>1706 Viking Lane</td>
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<td>312 W. Alabama Ste. 109</td>
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<td>Mt. Pleasant, TX 75455-4444</td>
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<td>Winders Sales &amp; Services</td>
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<td>PO Box 867</td>
<td>PO Box 632014</td>
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<td>PO Box 3652</td>
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<td>Dessert Gallery</td>
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<td>PO Box 981034</td>
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AGREEMENT is made this ______ day of __________, 2001, by and between Stephen F. Austin State University (hereinafter referred to as “University”) and ____________________ (hereinafter referred to as “Contractor”). Unless otherwise provided, “University” and “Contractor” refer also to the management, employees, and agents of the parties.

In consideration of the mutual promises and covenants contained in this document, the University and Contractor agree as follows:

1. **TERM.**

   This Agreement begins on September 1, 2001 and ends on August 31, 2006 unless it is terminated earlier under a provision of the Agreement. Thereafter, the Term of this Agreement may be extended as mutually agreed upon. A “Contract Year” will be each period during the Term of this Agreement from September 1 to the following August 31. Notwithstanding the foregoing, on years that the academic year begins prior to September 1, the Contractor will be permitted to charge the new rates starting on the first class day.

2. **PURPOSE.**

   2.1 Under this Agreement, the Contractor will provide food and beverage services for the University as described herein and in all attachments.

   2.2 Provided it does not interfere with Contractor’s responsibilities, the University may use the food service areas for events, conferences, or other special or unusual purposes other than food service.

3. **CONTRACTOR RESPONSIBILITIES.**

   3.1 The Contractor will provide comprehensive University food and beverage service for the University’s students, faculty, staff, invitees, and visitors at the times and
in the locations (sometimes referred to in this Agreement as “food service areas”) described in Appendix A.

3.1.1 All regular board plan meals will be served cafeteria style, except in locations where controlled portions are permitted and except such special occasion meals and specified locations as may be mutually agreed upon by the University and the Contractor. The food concepts to be provided at each location are presented in Appendix B.

3.1.2 The Contractor will provide regular board plan service during those periods in which the University’s residence halls are open for occupancy and in accordance to the schedules presented in Appendix C. There will be no payment for the regular board plan service during University holiday and recess periods. The Contractor will make available catering and cash services for special events and activities during University holiday and recess periods and other periods as mutually agreed to by the parties.

3.1.3 Unlimited seconds will be available on all items, except prime entrees served during steak dinners or special theme meals and at locations where controlled portions are permitted. Serving practices may be modified by the University’s Director of Auxiliary Services on an “as needed” basis. Steak dinners, prime entrees or special theme nights will be offered every Thursday night.

3.2 The Contractor will provide food service for special functions, parties, teas, coffees, receptions and dinners at the request of the University, University groups, or off-campus organizations approved by the University. The University will be responsible for scheduling, furniture set-ups, and decorations for special functions. When a special function takes the place of a regular meal, the Contractor will only charge for food and labor in excess of that which would ordinarily be supplied for the regular meal.

3.3 Cleanliness and Sanitation. The Contractor will conduct its operations in a sanitary manner, and will do the following:

3.3.1 Keep all premises in which it performs any of its obligations, including all furnishings, fixtures, and equipment, in a clean and sanitary condition;

3.3.2 Prevent the creation of objectionable noise and the emission of offensive odors from Contractor’s operations;

3.3.3 Maintain and clean the inside surfaces of front doors, glass wall partitions, restrooms, walls and ceilings, loading docks, and floors in food service areas, including stripping and waxing floors in the dining areas of all locations at least five times each year (prior to the start of the fall
semester, during the Thanksgiving break, during the Christmas break, during the spring break and prior to the summer semester.);

3.3.4 Separate wet garbage and dry trash; remove wet garbage.

3.4 Care and Use of University Property

3.4.1 The Contractor will not do or knowingly permit anything or any activity that would create a nuisance on the University’s property. Contractor agrees to comply with any reasonable request of the University to cease any Contractor activity, or not commence any contemplated Contractor activity, which, in the University’s opinion, will invalidate the University’s insurance policy or policies. The Contractor will perform its obligations in such a manner that does not interfere with the activities of the University’s students, faculty, staff, or visitors.

3.4.2 Except as provided in this Agreement, the Contractor will not make any alterations to any University facilities or property without the written approval of the University.

3.4.3 Contractor will pay for all alterations or modifications approved by the University (see Sections 3.4.2 and 7) unless the parties agree in writing otherwise.

3.4.4 Contractor shall promptly replace all loss and breakage to University’s Property caused by Contractor, its agents and employees through negligence or willful act.

3.4.5 Contractor shall repair or replace University-owned equipment, furniture, plumbing, and electrical fixtures damaged by Contractor’s, its employees' or agent's negligence or willful acts. This will include clearing stopped drains caused by grease or other foreign matter lodged in the area between the grease traps and the food service area.

3.5 The Contractor will accept delivery of all shipments and merchandise for its operations at its sole risk. The Contractor will promptly unload and store all shipments delivered to the Contractor on University property. The Contractor will not permit deliveries except during normal business hours and to those areas designated by the University.

3.6 The Contractor will not sublease or assign this Agreement without the written consent of the University.

3.7 The Contractor will cooperate with the University in developing and implementing measures to conserve energy.
3.8 The Contractor will comply with all reasonable requests and suggestions from the University’s Food Service Advisory Board, provided in Section 4.3.

3.9 In addition to the above the Contractor will provide the University with the following:

3.9.1 Christmas Reception. The Contractor will provide food, beverages, and labor for a reception as directed by the president of the University during each Christmas season at Contractor’s cost for food, labor and supplies. No commissions will be due the University for this activity.

3.9.2 Presidential Functions. The Contractor will provide food, beverages, and labor for University-related functions at the home of the President or at special locations designated by the president at Contractor’s cost for food, labor and supplies. No commissions will be due the University for these activities.

3.10 Contractor will purchase and pay for, as a direct cost of operation, all food and related supplies utilized in the University food service operation. Contractor will take advantage of all trade discounts and will credit such discounts to University’s account. Cash discounts or discounts not exclusively related to Contractor’s operation at the University will not be credited to the University’s account. Contractor agrees that its Director of Food Service at the University (see Section 5.4) will use sound business judgement when making purchasing decisions to best meet the objectives of this agreement including, but not limited to, buying from local purveyors where practical. All food is to be in accordance with the quality standards described in Appendix D.

3.11 Contractor shall provide all management and personnel necessary to perform its obligations under this Agreement.

3.12 Contractor shall provide all laundry, paper products, kitchen supplies, and uniforms for its personnel.

3.13 Notwithstanding Section 3.4.4 or anything implying the contrary, Contractor will replace lost or damaged china, silverware, glassware, trays, and all other kitchen and serving equipment necessary to maintain an inventory comparable to the initial inventory taken at the start of the original contract. This inventory belongs to, and will continue to belong to, the University.

3.14 Contractor shall provide all licenses and permits that may be required by federal, state, county, or city governments.

3.15 Contractor shall be responsible for all costs associated with insurance, vehicle costs, long distance telephone costs, postage, and vent cleaning.
3.16 Contractor shall be responsible for sales and other taxes on monies collected by Contractor.

3.17 Contractor shall coordinate with the University’s pest control contractor and utilize the University’s pest control contractor. Contractor will reimburse University for those pest control services conducted in the food service areas.

3.18 Contractor shall be responsible for all other costs that are not the responsibility of the University, but which are necessary for the Contractor to fulfill its obligations under this Agreement.

3.19 Exclusive Pour Information.

3.19.1 The Contractor shall abide by any contract executed by the University for exclusive pouring rights on the Stephen F. Austin State University campus. The University’s existing beverage contract is currently under review. In the event of a change in beverage contract, Contractor agrees that it will make the necessary changes to provide approved beverages. The Contractor agrees to abide by all beverage contractual agreements made by the University regarding the use of branded containers and advertising.

3.19.2 The Contractor will use sound business judgement when making purchasing decisions to best meet the objectives of this agreement including, but not limited to, buying from local purveyors where the local purveyor can provide the beverage at equal or better pricing than other sources.

3.19.3 For purposes of this Agreement, beverage is defined as all carbonated and non-carbonated non-alcoholic beverages for independent consumption, including but not limited to non-alcoholic beverages with nutritive or non-nutritive sweeteners; naturally or artificially flavored non-alcoholic beverages; flavored or unflavored drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made. Notwithstanding the foregoing, "beverages" shall not include branded or unbranded freshly brewed coffees, unbranded freshly brewed teas, branded or unbranded herbal tea sold in a bag and made by consumer, milk, flavored milk, tap water, juice squeezed fresh on the premises, juice drinks made fresh on the premises, hot chocolate, smoothies, yogurt-based drinks, club soda, and tomato or V-8 vegetable juice.

4. UNIVERSITY RESPONSIBILITIES.

4.1 The University will provide the Contractor with the exclusive use of the
University’s dining and kitchen facilities in the food service areas; with all equipment, telephone service, and office space currently in those areas; and with reasonable access to those areas. Except as otherwise provided in this Agreement, the University is not obligated to furnish additional office, kitchen, or dining facilities or equipment not in place at the beginning of this Agreement. The University may, however, make physical alterations and improvements.

4.2 The Director of Auxiliary Services will evaluate and must approve all prices for food sold on a cash basis, all food portions, and the type of service in each food service area.

4.3 The University will appoint a Food Service Advisory Board to evaluate the food service provided under this Agreement. The official University representative and liaison on all matters relating to University food service is the Director of Auxiliary Services. The University will require that any complaint or request for a change in service, facilities, or equipment by a food service customer, or by the Contractor, be first submitted to the Food Service Advisory Board.

4.4 The University will be responsible for all repairs to the facilities used by Contractor, including all plumbing, wiring, or equipment. Unless caused by the negligence or willful misconduct of the Contractor, its employees or agents, the University will pay for the maintenance and repair of all University-owned equipment, furniture, plumbing, and electrical fixtures, including the testing and charging of fire suppressions equipment, the cleaning of grease traps, and the cleaning of drains beyond the grease traps.

4.5 The University will provide routine general security patrols and will make reasonable efforts to protect against intrusion, theft, fire, and disruption, but will not be liable for intrusion, theft, fire or disruption.

4.6 The University will adopt rules, regulations, and procedures governing student participation in food service at the University, including but not limited to the following:

4.6.1 All students living in University-owned residence facilities, except apartments, shall participate in the board plan program.

4.6.2 The University shall issue identification cards to all students participating in the board plan program. The identification card will contain a color photograph of the student. The student’s I.D. card and meal entitlements will be non-transferable.

4.6.3 The University will require students participating in a board plan program to present the identification card prior to obtaining meals provided under the board plan program.
4.6.4 The University will require that students remove to locations designated by the Contractor their own trays, dishes, and utensils at the completion of their meals.

4.7 The University will be responsible for the removal and disposal of dry trash.

4.8 The University will be responsible for the cleaning of exterior walls and windows.

4.9 The University will be responsible for a customer identification card system, including cards, card readers, and necessary support.

4.10 The University will be responsible for sales and other taxes on all monies collected by the University.

5. CONTRACTOR’S PERSONNEL.

5.1 The Contractor agrees at all times to employ sufficient personnel to perform its obligations here under. All such personnel will be employees solely of the Contractor and not employees of the University. The Contractor will be solely responsible for the conduct and performance of its personnel. The Contractor will offer employment on a fair trial basis to those employees of the present food service contractor, but the Contractor will not be required to retain those who do not meet its standards. The Contractor will remove from duty at the University any employee that the University finds unacceptable.

5.2 The Contractor will submit to the University’s an Organizational Chart and a plan for administrative services of the University’s food service. The University must approve this chart and this plan. Contractor may deviate from this plan only with the agreement of the University.

5.3 Supervisory personnel shall be present in the Dinning Room area at all times during service hours.

5.4 The Contractor will engage and assign overall responsibility for the performance of its obligations to a Director of Food Service (“Director”). The University will have the right to approve the appointment of the Director who must have a minimum of five years’ experience in food service, and such other reasonable qualifications, as the University deems necessary.

5.5 The Contractor will provide management expertise in the field of institutional food services sufficient to perform its obligations, including the services of a registered dietician.

5.6 The Contractor will list job vacancies with the University’s Human Resources
office, and will post notice of such vacancies in the University food service areas and such other areas as directed by the University. The Contractor will notify the University at least fourteen days in advance of any Contractor-initiated management or supervisory personnel changes.

5.7 Contractor shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements; accordingly, Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person, employee, or applicant for employment on the basis of race, religion, color, sex, age, national origin, or disability in violation of any federal or state law prohibiting such discrimination.

5.8 All employees of the Contractor will adhere to University policies. The Contractor’s employees will be subject to the same parking rules and regulations of the University including the payment of parking fees, as apply to University employees.

5.9 The Contractor will insure that all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

5.10 For the purposes of this paragraph, “supervisory employee” means a person who has directly or indirectly performed management responsibilities in the employ of one of the parties for a least six months, any portion of which was during the six months immediately preceding the termination of this Agreement. Neither the Contractor nor the University may employ a supervisory employee of the other during the term of this Agreement and six months thereafter.

5.11 All of the Contractor’s employees below the rank of manager (as agreed to by the University) will wear uniforms approved by the University.

5.12 The Contractor will have all of its employees assigned to duty at the University submit to periodic health examinations at least as frequently as required by law. The Contractor will, upon request by the University, submit satisfactory evidence of compliance with health regulations.

5.13 All direct local personnel costs including compensation, payroll costs, supervisory employees, and relocation expenses of Contractor employees assigned to duty on the University’s premises shall be charged as direct costs of operation. No cost may be made for employees not permanently assigned to the University premises for salaries or fringe benefits without specific written approval of the University. With respect to fringe benefits made available to Contractor’s salaried employees, Contractor shall charge only direct expenses for such benefits as health and welfare, insurance, and retirement benefits; and training and educational assistance reasonable and necessary for Contractor personnel carrying out responsibilities under this agreement.
5.14 The Contractor warrants, represents, covenants, and agrees that all persons and permitted subcontractors connected with the Contractor directly in charge of the Work are duly registered and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

6. UNIVERSITY’S PAYMENTS TO CONTRACTOR.

6.1 Board Plan Rates. The Contractor will prepare and serve meals to students or other persons participating in the Board Plan, and the University will pay the Contractor for Board Plans sold by the University to food service customers based upon the following rates. Students are permitted up to four meals per day.

6.1.1 $_________ per person per day for persons regularly entitled to 20 meals per week for the fall or spring semester.

6.1.2 $_________ per person per day for persons regularly entitled to any 14 meals per week for the fall or spring semester.

6.1.3 $_________ per person per day for persons regularly entitled to 5 meals per week for the fall or spring semester.

6.1.4 $_________ per person per day for persons regularly entitled to 14 meals per week for the summer semesters.

6.1.5 $_________ per person per day for persons regularly entitled to 20 meals per week for the summer semesters.

6.1.6 $_________ per person per day for persons regularly entitled to seven meals per week for the summer semesters.

6.2 Jack Bucks. The University may initiate a Jack Bucks program that will permit the addition of cash to the traditional meal program. The commission paid to the University will be consistent with commissions paid in Section 6.8.3.

6.3 Casual Meals. The Contractor will provide casual meals at the following rates:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Breakfast</td>
<td>$_________</td>
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<tr>
<td>Lunch</td>
<td>$_________</td>
</tr>
<tr>
<td>Sack Lunch</td>
<td>$_________</td>
</tr>
<tr>
<td>Dinner</td>
<td>$_________</td>
</tr>
</tbody>
</table>

In addition to the provision of meals to the University’s students, faculty, staff and guests during normal operations, the above rates will also apply for summer camps and their participants and for the University’s athletes during pre-season.
training. Request for food service at times and locations other than those times and locations for the established meal program and request for foods not scheduled for service at the designated meal may constitute an additional charge. Camps requesting service in the cafeteria will be responsible for paying up to one-half the number of scheduled attendees if fewer attend.

6.4 **Cash Sales.** The Contractor will run all cash sales through cash registers provided by the University and will furnish the University with duplicate register readings. By the tenth of each Accounting Period, the Contractor will provide the University with a summary of all cash sales during the preceding Accounting Period.

6.5 **Basis for Determining Amounts Due Contractor.**

6.5.1 **Contractor’s Entitlement.** At the beginning of each semester, the University will furnish the Contractor with a list of all persons entitled to meals under the Board Plan, and the University will advise the Contractor weekly in advance of any changes in the list. The amount due the Contractor under the Board Plan is the “Contractor’s Entitlement.” The Contractor will invoice the University for the Contractor’s Entitlement based on the number of persons listed on the Board Plan list each Monday morning before the breakfast meal.

6.5.2 **Receipts Retained by Contractor: Commission Payments Due University.**

The Contractor will be entitled to retain all receipts from casual meals, cash sales and Snack Bar operations. Within twenty days after the Contractor submits its invoice for amounts due under Section 6.1, the Contractor will issue a check to the University for ______% of Net Receipts from all such operations regardless of franchise contracts or branded concepts. The term “Net Receipts” means gross receipts less applicable state and local sales taxes.

6.6 **Accounting Periods.** At least 12 accounting periods of approximately one-month duration will be established as mutually agreed upon by the University and Contractor.

6.7 **Accounting Period Invoicing.** Within seven days after the end of each standard Accounting Period, Contractor will submit to the University an invoice for amounts due as provided in this Agreement.

6.8 **Payments.**

6.8.1 **Initial Payment.** Subject to negotiation; see RFP Paragraph 3.4

6.8.2 **Accounting Period Payments.** Within thirty days after the Contractor submits its invoices for amounts due under Section 6.1 and for catered
events, special events, and Jack Bucks, the University will make payment to the Contractor at the Contractor’s office in Nacogdoches, Texas.

6.8.3 Commission Payment. At the time the Contractor submits its invoice for amounts due under Section 6.1 and for catered events, special events, and Jack Bucks, the Contractor will credit the University for the amount of _____% commissions for the Accounting Period of Net Receipts. Notwithstanding anything in this paragraph, no commission will be paid to the University for special functions and catered events where the Contractor only charges for the cost of food, labor and supplies, such as Christmas Reception and functions at the home of the president or at special locations designated by the President.

6.8.4 Payment Terms. The University will make payment of all amounts due the Contractor within thirty days after receiving the Contractor’s invoices. In the event an invoice is not paid within thirty days after the University receives it, the amount due will earn interest at the maximum rate allowed by state law. The obligation of the University to pay interest for late payment is not a waiver of the Contractor’s right to receive payment within thirty days after the University’s receipt of an invoice. Contractor shall also pay interest on late payments beyond thirty days, with no waiver with University’s right implied either.

6.9 In addition to the other financial agreements between parties provided in this Agreement, the Contractor will pay the University fifty percent (50%) of all Excess Net Sales received by the Contractor during any Contract Year. “Excess Net Sales” means Net Receipts less all direct or indirect costs related to the food service operations under this Agreement, and less three percent (3%) of Net Receipts. Indirect costs include an allowance for Contractor’s general administration in an amount equivalent to five percent (5%) of Net Receipts as well as allocated charges described in Sections 10.9 and 5.13 herein. No later than the day on which the Contractor submits its invoice under Section 6.6 for the last Accounting Period of a Contract Year, the Contractor will submit to the University such financial statements as are necessary to determine Excess Net Sales for the preceding Contract Year, and with such statements will submit the Additional Commission required by this Section, if any is due.

6.10 In order to maintain the provision of food service to the University on a sound financial basis, the University and the Contractor will negotiate in good faith, for any Contract Year to begin on or after September 1, 2001, increases in the rates set forth in Sections 6.1 and 6.3. The Contractor must give the University notice of a request to negotiate any such increases no later than February 1 for eligible proposed increases to be effective with the next succeeding Contract Year (i.e., on the following September 1). Notwithstanding the University’s obligation to negotiate in good faith, the University shall not be obligated to negotiate an increase which would exceed during the Contract Year under consideration the
percentage increase in the Food and Beverage element of the Consumer Price Index published by the Bureau of Labor Statistics, U. S. Department of Labor, for urban consumers ("CPI-U") in the South.

7. IMPROVEMENTS.

7.1 Contractor will provide at signature of this agreement the sum of $______________ (the “Expenditure”) for equipment and renovation to University food service facilities in accordance with the “Minimum Renovation Request” as submitted in Appendix E. Said funds will be placed in a University account that shall be expended for the stated purposes. Should the cost for proposed improvements exceed the “Expenditure” the Contractor will provide additional necessary funds to complete the proposed renovations at no additional cost to the University. Contractor shall continue to amortize the Expenditure hereunder, over the five (5) year amortization period of the contract by including the Accounting Period amortization charge as a direct cost of operation.

7.2 The University will own the improvements.

7.3 If either (a) University exercises its right to terminate this Agreement under Section 8.1 prior to the end of the Term, or (b) Contractor terminates this Agreement due to University’s default in accordance with Sections 8.4.1 and 8.4.2, the University will reimburse Contractor based upon the following formula: 
\[ R = \left(\frac{N}{60}\right) \times $______________ \text{ (Expenditure)} \]

where “R” is the amount of reimbursement due, “N” is the number of full calendar months remaining in the Term as of the date University or Contractor exercises their respective rights of termination.

8. TERMINATION

8.1 The University may terminate this Agreement effective 120 days after written notice thereof to the Contractor.

8.2 The Contractor may terminate this Agreement effective on August 31 of any Contract Year, provided that the Contractor gives the University written notice of its intent no later than the preceding May 1.

8.3 Upon the termination of this Agreement, the Contractor will vacate the University’s property and will restore the property, together with all equipment furnished by the University, to the same condition as at the commencement of this Agreement, except for ordinary and reasonable wear and tear and loss or damage caused by events beyond the Contractor’s control. The Contractor and the University will jointly conduct a closing inventory, and the Contractor will replace or repair all lost, damaged or destroyed University-supplied equipment as
a result of Contractor's, its employees' or agent's negligence or willful misconduct.

8.4 Default and Remedies.

8.4.1 Any act or omission to act by either party which is a material breach of any term of this Agreement will be an Event of Default. The failure of the Contractor to maintain and keep in force the insurance required by Section 10.9 or the payment and performance bond required by Section 10.15.1 is deemed a material breach. Failure of Contractor to maintain service shall constitute a material breach. Other material breaches include but not are not limited to failure to cure any default for which notice is given or stated in Section 8.4.2.

8.4.2 Upon receipt of written notice from the non-defaulting party as to the nature of an Event of Default, the defaulting party will immediately take action to cure the Event of Default. If the defaulting party fails to commence such action within ten days of receipt of notice, or if action is commenced fails to complete such action within thirty days of receipt of notice, the non-defaulting party may, at its option, declare this Agreement terminated immediately, or it may continue with the Agreement in force without prejudice to its rights to declare this Agreement terminated so long as the Event to Default remains uncured. Failure to give notice of default or failure to terminate based on a material breach shall not waive any right of the non-defaulting or non-breaching party. The University may cure (but not be obligated to) any such default and shall have the right to offset against all amounts due to the Contractor hereunder, any and all reasonable expenses in connection with such curative actions.

8.4.3 Notwithstanding, any provision to the contrary, if the Contractor fails to maintain the insurance required by Section 10.9, the payment and performance bond required by Section 10.15.1, or fails to provide food service, the University may immediately terminate this Agreement by giving written notice thereof to the Contractor.

8.4.4 It is acknowledged and agreed that the Contractor's services to the University are unique, which gives the Contractor a peculiar value to the University and for the loss of which the University cannot be reasonably or adequately compensated in damages; accordingly; contractor acknowledges and agrees that a breach by the contractor of the provisions hereof will cause the University irreparable injury and damage. The contractor, therefore, expressly agrees that the University shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this contract, but only if the University is not in breach of this Agreement.
9. **HISTORICALLY UNDERUTILIZED BUSINESSES.**

9.1 In accordance with Texas Governmental Code, Title 10, Subtitle D, Chapter 2161 and General Services Commission (GSC) Rules, 1 TAC 111.11-111.28, the Contractor submitted a HUB Subcontracting Plan in accordance with the RFP EXHIBIT H: HUB Subcontracting Plan (HSP) requirements for Utilization of Historically Underutilized Businesses (HUBs).

9.2 Vendor shall be responsible to submit any changes to the HUB Subcontracting Plan in accordance with the RFP Exhibit H.

9.3 Vendor shall be responsible to report monthly all payments made to any subcontractor in accordance with the RFP Exhibit H.

10. **GENERAL PROVISIONS.**

10.1 **Independent Contractor.** Contractor recognizes that it is engaged as an independent contractor and acknowledges that University shall have no responsibility to provide vacation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of University by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of University, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

10.2 **Labor Relations:** Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this Agreement in the event of any labor action involving its employees.

10.3 **Force Majeure.** The parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of this Agreement.

10.4 **Use of University Facilities.** The Contractor’s management, employees, and agents will have the right to use only those University facilities that are necessary to perform the Contractor’s obligations and will not have access to any other facilities of the University without the University’s permission.
10.5 **Utilities.** The University will use its best efforts to provide the following utility service to Contractor: water, gas, steam, and electricity. In the event of any interruption in utility service, the University will use its best efforts to promptly return such service. However, the University does not guarantee uninterrupted service and will not be liable to the Contractor for any loss or expense resulting from the interruption of utilities or the failure of any University-owned equipment.

10.6 **Safety and Security.** The Contractor will utilize University personnel to maintain safety and security, and may not engage additional security personnel unless approved in writing by and coordinated with the University. The Contractor will follow the University’s policies and procedures in dealing with improper conduct, or other abnormal conditions. The Contractor will report all such incidents to the University’s police department, and the Contractor will not summon public emergency service agencies, except in the case of fire, in any manner other than through the university’s police department, unless otherwise directed by the University. Notwithstanding anything stated in this contract, the University shall not be liable for theft or loss of equipment, products, supplies, materials, or other property belonging to the Contractor, its employees or agents.

10.7 **Surrender of Premises.** At the end of this Agreement, Contractor shall return to the University all University owned property in as good condition as at the beginning of this Agreement with the exception of reasonable wear and tear and loss or damage due to causes beyond the control of the Contractor.

10.8 **INDEMNIFICATION AND LIMITATION OF LIABILITY.** THAT TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY THE UNIVERSITY, AND HOLD HARMLESS THE UNIVERSITY AND ITS RESPECTIVE REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES (INCLUDING REASONABLE ATTORNEY’S FEES), AND OTHER CLAIMS OF ANY NATURES, KIND, OR DESCRIPTIONS (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT AND WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE
TERMINATION OF THIS CONTRACT FOR ANY REASON WHATSOEVER.

THE CONTRACTOR AGREES TO JOINTLY AND SEVERALLY INDEMNIFY AND HOLD SFASU, ITS OFFICERS, EMPLOYEES, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEY’S FEES WHICH THE STATE MAY INCUR OR SUSTAIN BY REASON OF THE FAILURE OF THE BIDDER TO FULLY PERFORM AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

LIMITATION OF LIABILITY: EXCEPT IN CONNECTION WITH PERSONAL INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY ACTIONABLE AGAINST THE UNIVERSITY UNDER THE TEXAS TORT CLAIMS ACT, THE UNIVERSITY SHALL NOT BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES OR OTHERWISE. THE UNIVERSITY'S LIABILITY SHALL NOT EXCEED THE CASH VALUE TO THE UNIVERSITY OF THIS CONTRACT.

10.9 Insurance. The Contractor will maintain the following insurance written by an insurance carrier approved in writing by the University. The coverage described below are minimum requirements and do not limit the liability of the Contractor. All policies will list the University as an additional insured, with the exception of the Contractor’s workers’ compensation insurance, and will provide for notification to the University thirty days prior to termination or restrictive amendment. The Contractor shall charge an insurance allocated charge for providing insurance coverage and related services. An “insurance allocated charge” shall mean a charge established by Contractor, reasonably allocated to the University, for insurance services provided by Contractor to client locations. The Contractor will furnish certificates of insurance to the University showing that the Contractor has purchased the required insurance. The Contractor will maintain the following insurance coverage:

10.9.1 Workers compensation insurance in minimum amounts required by the laws of the state of Texas.

10.9.2 Public liability and property damage insurance with the University, named as a beneficiary and additional insured, in the minimum amounts of $500,000 for bodily injuries or death to any one person, and $1,000,000 for any one covered occurrence of bodily injury or death, and $1,000,000 for property damage.

10.9.3 Products liability insurance in the amount of $1,000,000.

10.10 Access to Records. The Contractor will keep detailed financial records of its
operations under this Agreement, and the Contractor will maintain those records for at least five years from the close of the Contract year to which the records relate. The Contractor will permit the University or the State Auditor of the State of Texas to inspect those records during Contractor’s normal business hours.

10.11 **Laws.**

10.11.1 This Agreement will be interpreted by the laws of the State of Texas, and all of the obligations to be performed under this Agreement are performable in Nacogdoches County, Texas. Venue shall lie in Nacogdoches County or the Federal Court with jurisdiction over the Nacogdoches area.

10.11.2 The Contractor will adhere to and follow all applicable laws, rules, regulations, and ordinances, including all University policies and procedures.

10.12 **Survival.** Termination under Section 8.4, 8.1 or 8.2, shall not relieve either party or any of its employees from liability for violations of this Agreement or any other act or omission of the parties. The provisions of Sections 10.8, 10.9, 10.15.1, 10.10, 10.6, 4.4, 10.2, 5.10, 5.12, 10.1, all clauses pertaining to proper accounting and final payments, 7, 8, and 10 shall survive the termination of this Agreement.

10.13 **Assignment.** Neither party may assign any interest in this Agreement without the prior written consent of the other party.

10.14 **Notices.** Any notice required to be given by this Agreement may be given by personal delivery, electronic facsimile or telecopy, or certified or registered mail directed to the addresses provided below:

To the University:

Director of Auxiliary Services  
University Center  
P.O. Box 13056, SFA Station  
Nacogdoches, Texas 75962-3056  
FAX: (936)-468-5818

With a copy to:

Vice President for Business Affairs  
316 Stephen F. Austin Building  
P.O. Box 6108, SFA Station  
Nacogdoches, Texas 75962-6108  
FAX: (936)-468-4078
To the Contractor:

Regional and National Corporate Headquarters

10.15 **Miscellaneous Provisions.**

10.15.1 **Payment and Performance Bond.** Before it begins performing its obligations, the Contractor will provide to the University a payment and performance bond in the amount of $350,000 to insure the performance of the Contractor’s obligations. The bond must be issued by a surety approved by the University and made payable to the University.

10.15.2 **Alternative Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by SFASU and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Vice President for Business Affairs of SFASU shall examine Contractor’s claim and any counter claim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by SFASU nor any other conduct, action or inaction of any representative of SFASU relating to this contract constitutes or is intended to constitute a waiver of SFASU’s or the state’s sovereign immunity to suit; and (iii) SFASU has not waived its right to seek redress in the courts.

10.15.3 **Severability.** All of the sections and clauses of this Agreement are distinct and severable. If any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause of this Agreement.

10.15.4 **Successors and Assigns.** This Agreement is binding on the parties and their respective successors and assigns in interest.

10.15.5 **Limitation of Liability.** Nothing in this Agreement will be construed as creating any personal liability on the part of any officer or employee of the University, nor will any provision in this agreement be construed as a waiver of any immunities or defenses on the part of the University which may only be waived by action of the Legislature of the State of Texas.
10.15.6 **Waiver of Modification.** A waiver or modification of any of the provisions of this Agreement will not be affected unless in writing and signed by authorized representatives of both parties. A waiver or modification of any provision of this Agreement will not be construed as a waiver or modification of any other provision.

10.15.7 **Sole Agreement.** This document, its appendices and exhibits, all specifications, terms and conditions of RFP #DINING-01, except as may be amended, and any documents which it incorporates by reference constitute the sole agreement of the parties on the subject matter hereof and supersede any prior understandings or communications, written or oral.

10.15.8 **Exclusivity.** The Contractor will be the sole University food and beverage service vendor for the University, both for board plans and catered events, so long as this agreement is in effect. This provision does not apply to food and beverages provided by persons or groups for their own consumption on the University campus, to food and beverages dispensed in vending machines, to Athletic Concessions, or to locations away from the main University campus in Nacogdoches, Texas.

10.15.9 **Warranties.** Notwithstanding anything to the contrary contained in this Agreement, University and Contractor agree and acknowledge that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing the Work. Contractor accepts the relationship of trust and confidence established between it and University by this Agreement. Contractor covenants with University to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of the University in accordance with University's requirements and procedures, in accordance with the highest standards of Contractor's profession or business and in compliance with all applicable national, federal, state and municipal, laws, regulations, ordinances and orders and with those of any other body or authority having jurisdiction. Contractor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Work.

10.15.10 **Corporate Authority.** Contractor warrants, represents, and agrees that it is a corporation duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
10.15.11 **Headings.** The captions of sections and subsections in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

10.15.12 **Acts of God.** Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but limited to, acts of God, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.

10.15.13 **No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the University or Contractor.
IN WITNESS WHEREOF, the parties have executed this Agreement in the year and on the
day first above written.

STEPHEN F. AUSTIN STATE UNIVERSITY

By:_____________________________________
    President

__________________________
    Date signed:

APPROVED AS TO FORM:

By:___________________________________
    General Counsel

CORPORATION

By:____________________________________
    Corporation Representative

__________________________
    Date Signed
FOOD SERVICE AREAS

The primary locations for food service to students on the board plan include the Grand Central Station, the Union Station, and all areas in the East College Cafeteria. Service to the board students may be extended to other areas of the campus upon the recommendation of the Food Service Advisory Board and as approved by the Director of Auxiliary Services.

The locations for cash operations include the Hungry Jack Inn and Depot located in the University Center, the Junction located in the vending room of Steen Library. Excluded from this contract are all athletic venues including the Stadium, Field House, Coliseum and Lumberjack Alley. The Director of Auxiliary Services may designate additional cash sales locations.

The primary location for catered activities will be the University Center. Catered services to other locations on and off campus are to be negotiated by Contractor and approved by the Director of Auxiliary Services.
(APPENDIX B)

TYPES OF FOOD CONCEPTS

Grand Central Station. All you can eat dine-in concept. Current program may be expanded to include a limited carry-out concept. In addition to the traditional cafeteria program, one concept that must be offered is a well-developed vegetarian or heart healthy food program.

Union Station. Controlled portion, dine-in or carry-out concept. The Contractor is to install at least one portion control, nationally or regionally recognized branded food concept for use by board students. The food court is to include at least four of the following concepts:

- Grill Area - Burgers, hot sandwiches, grilled chicken, etc.
- Deli Area – Assorted deli sandwiches.
- Pasta/Pizza Area– Pizzas, assorted pastas and sauces, etc.
- Chicken Area – Assorted fried and broiled chicken, patties, strips, nuggets, etc.
- Mexican Food Area – Assortment of tacos, super nachos, burritos, etc.
- Oriental Food Area – Assorted wok cooking, egg rolls, fried rice, etc.
- To-Go Area – Quick grab-and-go packaged items such as salads, cold sandwiches, etc.

East College Station. All you can eat dine-in concept. Current program may be expanded to include a limited carry-out concept. In addition to the traditional cafeteria program, one concept that must be offered is a well-developed vegetarian or heart healthy food program. This cafeteria must also include four of the following fast food concepts:

- Grill Area - Burgers, hot sandwiches, grilled chicken, etc.
- Deli Area – Assorted deli sandwiches.
- Pasta/Pizza Area– Pizzas, assorted pastas and sauces, etc.
- Chicken Area – Assorted fried and broiled chicken, patties, strips, nuggets, etc.
- Mexican Food Area – Assortment of tacos, super nachos, burritos, etc.
- Oriental Food Area – Assorted wok cooking, egg rolls, fried rice, etc.

East College Pizza Station. The contractor will operate a portion control, pizza station with a To-Go program. The Contractor is to install at least one portion control, nationally or regionally recognized branded food concept for use by board students in either the East College Station or East College Pizza Station.
(APPENDIX C)

UNIVERSITY CENTER SERVICE HOURS

MONDAY THROUGH FRIDAY

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<tr>
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<tr>
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SATURDAY

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<td>DINNER</td>
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SUNDAY

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<td>11:00 - 2:00</td>
<td>11:00 - 2:00</td>
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**HUNGRY JACK SNACK BAR**

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<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONDAY THROUGH THURSDAY</td>
<td>7:00am to 7:00pm</td>
</tr>
<tr>
<td>FRIDAY</td>
<td>7:00am to 3:00pm</td>
</tr>
<tr>
<td>SATURDAY</td>
<td>OPTIONAL</td>
</tr>
</tbody>
</table>

**EAST COLLEGE**

**MONDAY THROUGH THURSDAY**

<table>
<thead>
<tr>
<th></th>
<th>EAST COLLEGE STATION</th>
<th>EAST COLLEGE PIZZA STATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>BREAKFAST</td>
<td>7:00 - 10:30</td>
<td>Closed</td>
</tr>
<tr>
<td>LUNCH</td>
<td>11:00 - 2:00</td>
<td>11:00 - 2:00</td>
</tr>
<tr>
<td>DINNER</td>
<td>4:00 - 7:00</td>
<td>4:00 - 12:00</td>
</tr>
</tbody>
</table>

**FRIDAY**

<table>
<thead>
<tr>
<th></th>
<th>EAST COLLEGE STATION</th>
<th>EAST COLLEGE PIZZA STATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>BREAKFAST</td>
<td>7:00 - 10:30</td>
<td>Closed</td>
</tr>
<tr>
<td>LUNCH</td>
<td>11:00 - 2:00</td>
<td>11:00 - 2:00</td>
</tr>
<tr>
<td>DINNER</td>
<td>4:00 - 7:00</td>
<td>4:00 - 7:00</td>
</tr>
</tbody>
</table>

These basic service hours may be changed with approval from the Director of Auxiliary Services.
FISCAL YEAR 2000-2001
HOUSING - FOOD SERVICE SCHEDULE

SUMMER II 2000

AUGUST 11  FRIDAY     FOOD SERVICE CLOSES AFTER DINNER MEAL
AUGUST 12  SATURDAY   SUMMER GRADUATION
             RESIDENCE HALLS CLOSE AT 2:00 PM
             UNION STATION OPEN FOR LUNCH AND
             DINNER, CASH SALES THROUGH AUGUST 25

FALL SEMESTER 2000

AUGUST 17  THURSDAY   NEW FACULTY ORIENTATION 8:00 AM
AUGUST 18  FRIDAY     NEW FACULTY TECHNOLOGY ORIENTATION 8:30 AM
AUGUST 19  SATURDAY   RESIDENCE HALLS OPEN 10:00 AM
AUGUST 21  MONDAY     FACULTY MEETING KENNEDY AUD.  8:30 AM
                    DELAYED REGISTRATION
                    ASSEMBLY NEW FRESHMEN AND
                    TRANSFER 1:00-6:30 PM
                    SNACK BAR OPEN 7:00 AM
AUGUST 22  TUESDAY    DELAYED REGISTRATION CONTINUES
                    ORIENTATION NEW FRESHMEN AND TRANSFER
                    KENNEDY  8:00 AM
AUGUST 23  WEDNESDAY  CLASSES BEGIN 8:00AM
                    BOARD PLAN BEGINS FULL OPERATION
AUGUST 28  MONDAY     LAST DAY TO CHANGE SCHEDULES OTHER
                    THAN TO DROP COURSES
                    LAST DAY TO REGISTER
                    (FULL TIME AND PART-TIME)
SEPTEMBER 4 MONDAY  LABOR DAY HOLIDAY-BOARD PLAN CLOSED
                    UNION STATION OPEN FOR CASH SALES
<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPTEMBER 5</td>
<td>TUESDAY</td>
<td>CLASSES RESUME</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BOARD PLAN RESUMES FULL OPERATION</td>
</tr>
<tr>
<td>NOVEMBER 22</td>
<td>WEDNESDAY</td>
<td>FOOD SERVICE CLOSES AFTER NOON MEAL</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RESIDENCE HALLS CLOSE AT 2:00 PM FOR THANKSGIVING</td>
</tr>
<tr>
<td>NOVEMBER 26</td>
<td>SUNDAY</td>
<td>RESIDENCE HALLS REOPEN 12:00 NOON</td>
</tr>
<tr>
<td>NOVEMBER 27</td>
<td>MONDAY</td>
<td>CLASSES RESUME</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOOD SERVICE RESUMES FULL OPERATION</td>
</tr>
<tr>
<td>DECEMBER 15</td>
<td>FRIDAY</td>
<td>BOARD PLAN ENDS WITH DINNER MEAL</td>
</tr>
<tr>
<td>DECEMBER 16</td>
<td>SATURDAY</td>
<td>GRADUATION, RESIDENCE HALLS CLOSE 2:00 PM</td>
</tr>
</tbody>
</table>

**SPRING SEMESTER 2001**

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>JANUARY 14</td>
<td>SUNDAY</td>
<td>RESIDENCE HALLS OPEN 10:00 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CAFETERIAS CLOSED</td>
</tr>
<tr>
<td>JANUARY 15</td>
<td>MONDAY</td>
<td>ACT RESIDUAL GIVEN, KENNEDY AUDITORIUM 8:00 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FACULTY MEETINGS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ASSEMBLY FOR ALL NEW FRESHMEN &amp; TRANSFER STUDENTS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E.L. MILLER SCIENCE, ROOM 233, 9:00 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AND KENNEDY AUDITORIUM 2:00 PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DELAYED REGISTRATION</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SNACK BAR OPEN 7:00 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MARTIN LUTHER KING, JR. HOLIDAY</td>
</tr>
<tr>
<td>JANUARY 16</td>
<td>TUESDAY</td>
<td>DELAYED REGISTRATION CONTINUES</td>
</tr>
<tr>
<td>JANUARY 17</td>
<td>WEDNESDAY</td>
<td>CLASSES BEGIN</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOOD SERVICE BEGINS FULL OPERATION</td>
</tr>
<tr>
<td>MARCH 9</td>
<td>FRIDAY</td>
<td>FOOD SERVICE CLOSES AFTER NOON MEAL</td>
</tr>
<tr>
<td>MARCH 10</td>
<td>SATURDAY</td>
<td>SPRING HOLIDAYS BEGIN 5:00 PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>RES HALLS CLOSE AT 2:00 PM FOR SPRING BREAK</td>
</tr>
<tr>
<td>Date</td>
<td>Day</td>
<td>Event</td>
</tr>
<tr>
<td>------------</td>
<td>----------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>March 18</td>
<td>Sunday</td>
<td>Res Halls reopen 12 Noon after Spring Holiday</td>
</tr>
<tr>
<td>March 19</td>
<td>Monday</td>
<td>Classes resume</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Food Service resumes full operation</td>
</tr>
<tr>
<td>April 12</td>
<td>Thursday</td>
<td>Food Service closes after lunch meal</td>
</tr>
<tr>
<td>April 13</td>
<td>Friday</td>
<td>Res Halls close 10:00 AM for Easter Holiday</td>
</tr>
<tr>
<td>April 15</td>
<td>Sunday</td>
<td>Residence Halls open 12 Noon</td>
</tr>
<tr>
<td>April 16</td>
<td>Monday</td>
<td>Classes resume</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Food Service resumes full operation</td>
</tr>
<tr>
<td>May 18</td>
<td>Friday</td>
<td>Food Service closes after dinner meal</td>
</tr>
<tr>
<td>May 19</td>
<td>Saturday</td>
<td>Residence Halls close at 2:00 PM</td>
</tr>
</tbody>
</table>

**Summer I 2001**

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 27</td>
<td>Sunday</td>
<td>Residence Halls open 10:00 AM</td>
</tr>
<tr>
<td>May 28</td>
<td>Monday</td>
<td>8:00 AM delayed registration for Summer I &amp; II</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Orientation for new freshmen and transfer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E.L. Miller, RM 233 9:00 AM &amp; Kennedy, 2:00 PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ACT residual given Kennedy Auditorium 8:00 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Union Station -- open cash sales</td>
</tr>
<tr>
<td>May 29</td>
<td>Tuesday</td>
<td>Food Service resumes operation at UCC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Classes begin</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Last day to register without late fee</td>
</tr>
<tr>
<td>July 3</td>
<td>Monday</td>
<td>End of term, final examinations for Summer I</td>
</tr>
<tr>
<td>July 4</td>
<td>Wednesday</td>
<td>Holiday—Union Station open cash sales only</td>
</tr>
<tr>
<td>July 5</td>
<td>Thursday</td>
<td>Food Service resumes operation at UCC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Classes resume</td>
</tr>
</tbody>
</table>
END OF SEMESTER - FOOD SERVICE
CLOSES AFTER DINNER MEAL
DELAYED REGISTRATION ADD/DROP
ORIENTATION NEW FRESHMEN AND
TRANSFER ACT
RESIDUAL GIVEN E.L. MILLER ROOM 233

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>JULY 6</td>
<td>FRIDAY</td>
<td>CLASSES BEGIN SUMMER II</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOOD SERVICE RESUMES REGULAR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CONTRACT MEAL SERVICE</td>
</tr>
<tr>
<td>AUGUST 10</td>
<td>FRIDAY</td>
<td>FOOD SERVICE CLOSES AFTER DINNER MEAL</td>
</tr>
<tr>
<td>AUGUST 11</td>
<td>SATURDAY</td>
<td>RESIDENCE HALLS CLOSE 2:00 PM</td>
</tr>
</tbody>
</table>
(APPENDIX D)

MENUS AND FOOD STANDARDS

All board plan menus shall be reviewed by a registered dietician and submitted to the Director of Auxiliary Services and the Food Service Advisory Board for their review.

Pricing and portion control of all cash and catering operation must be approved in advance by the Director of Auxiliary Services.

FOOD STANDARDS

<table>
<thead>
<tr>
<th>Item</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beef</td>
<td>USDA Choice</td>
</tr>
<tr>
<td>Beef</td>
<td>USDA Choice</td>
</tr>
<tr>
<td>Ground Beef</td>
<td>USDA Good or Better, not to exceed 20% fat content, no soy additive or extended. All ground beef to be 100% ALL BEEF.</td>
</tr>
<tr>
<td>Pork</td>
<td>USDA Number 1</td>
</tr>
<tr>
<td>Lamb</td>
<td>USDA Number 2; no mutton used</td>
</tr>
<tr>
<td>Fish</td>
<td>Grade “A” where grade exists</td>
</tr>
<tr>
<td>Poultry</td>
<td>USDA Grade “A”</td>
</tr>
<tr>
<td>Eggs</td>
<td>USDA Grade “A”, Large</td>
</tr>
<tr>
<td>Fresh Fruits/Vegetables</td>
<td>USDA Fancy or highest grade obtainable in each commodity</td>
</tr>
<tr>
<td>Frozen Fruits/Vegetables/Juices</td>
<td>USDA Fancy as available</td>
</tr>
<tr>
<td>Canned Fruits/Vegetables/Juices</td>
<td>USDA Choice</td>
</tr>
<tr>
<td>Cheese</td>
<td>USDA Grade “A”. No cheese substitutes nor</td>
</tr>
</tbody>
</table>
cheese food permitted.

Milk  USDA Grade “A”
Table Cream  USDA Grade “A”, 20% butter fat
Ice cream  USDA Grade “A”, not less than 10% butterfat and not exceeding 85% over-run with maximum of 3% stabilizer.
Butter/Margarine  USDA Grade “A”
Miscellaneous  Highest grade obtainable

MENU REQUIREMENTS

BREAKFAST

Grand Central Station and East College Station

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum Daily Choices</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juices</td>
<td>4</td>
<td>Pure fruit juice with orange, grape and apple served daily plus one other citrus drink. Products to be served through dispensers.</td>
</tr>
<tr>
<td>Fruit</td>
<td>5</td>
<td>Fresh oranges, grapefruit, apples and bananas to be served daily with melons, strawberries and grapes or other seasonal fruit to be alternated.</td>
</tr>
<tr>
<td>Meat</td>
<td>3</td>
<td>Alternate between sausage, bacon and ham. One non-pork item to be served daily.</td>
</tr>
<tr>
<td>Item</td>
<td>Quantity</td>
<td>Description</td>
</tr>
<tr>
<td>-----------------------</td>
<td>----------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Eggs</td>
<td>2</td>
<td>Eggs-fresh: fried, scrambled and boiled (scrambled eggs with no additives.) Eggs and omelets cooked to order when requested. Low cholesterol eggs available upon request.</td>
</tr>
<tr>
<td>Pancakes &amp; Waffles</td>
<td>1</td>
<td>Pancakes, waffles or French toast to be rotated. Waffle machines and mix are to be available for self-cooking.</td>
</tr>
<tr>
<td>Donuts</td>
<td>6</td>
<td>Fresh daily: Glazed and cake donuts, cinnamon rolls and muffins are to be served daily. Rotate fruit and cream filled donuts and coffeecakes.</td>
</tr>
<tr>
<td>Hot Cereal</td>
<td>1</td>
<td>To be served daily throughout the year. Rotate the variety daily.</td>
</tr>
<tr>
<td>Cold Cereal</td>
<td>8</td>
<td>Three to be non-sugared and one fiber cereal. Cereals to be rotated as determined by the Advisory Board.</td>
</tr>
<tr>
<td>Bread and Toast</td>
<td>3</td>
<td>Biscuits and white toast to be served daily, whole grain, sourdough and raisin bread to be rotated. Assorted breads and toasters to be available for self-cooking.</td>
</tr>
<tr>
<td>Bagels &amp; Cream Cheese</td>
<td>2</td>
<td>Rotate daily.</td>
</tr>
<tr>
<td>Potatoes</td>
<td>1</td>
<td>Rotate hash browns, tater tots waffle fries and Potatoes O’Brian</td>
</tr>
<tr>
<td>Gravy</td>
<td>1</td>
<td>Daily.</td>
</tr>
<tr>
<td>Beverages</td>
<td>See Comments</td>
<td>Coffee, hot and cold tea (caffeine free, decaffeinated, herbal and Regular), Milk (whole, skim, 2% and chocolate.) Upon request, a product for lactose intolerance. Minimum of six carbonated beverages with two diet selections, fruit flavored punch sports drink and hot chocolate.</td>
</tr>
</tbody>
</table>
Condiments: See Hot syrup, three flavors of jelly
Comments: honey, brown and powered sugar, butter or margarine, cinnamon sugar, salsa, peanut butter, crackers, catsup and a variety of hot sauces.

Union Station (Controlled Portion)

Drinks: Students may have the choice of one of the following:

- 12 oz. Orange Juice
- 20 oz. Carbonated Beverage
- 6 oz. Coffee or Hot Chocolate
- 8 oz. Carton of milk

Entrees: Students may have the choice of one of the following:

- Two pancakes and one of any (sausage, bacon or hash brown)
- Two eggs, one toast and one of any (sausage, bacon or hash brown)
- Two egg omelet (with cheese and ham or bacon or sausage) and one toast.
- One bowl of hot cereal with milk
- One small box of cold cereal with milk
- One sausage or ham and biscuit
- One sausage or ham, egg and biscuit
- Two donuts or sweet rolls
- One bagel, cream cheese and one fruit
- Two biscuits with gravy
- Two pieces of fruit

Condiments: The following condiments are to be available for student consumption.

- Assorted P.C. jellies
- Catsup
- Hot sauces
- P.C. syrup
- Butter or margarine pats
# LUNCH AND DINNER

Grand Central Station and East College Station

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum Daily Choices</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soup</td>
<td>1</td>
<td>All soups homemade except tomato and cream of mushroom. A non-meat based soup is to be offered on alternating days.</td>
</tr>
<tr>
<td>Chili</td>
<td>1</td>
<td>Chili to be served daily with corn chips available.</td>
</tr>
<tr>
<td>Breads</td>
<td>4</td>
<td>Two fresh, hot breads such as rolls, cornbread, or muffins to be served each meal. Other bread products include white, wheat, rye and sourdough.</td>
</tr>
</tbody>
</table>

## Super Salad Bar

(Attendant on Duty During All Service Hours)

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum Daily Choices</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruits</td>
<td>See Comments</td>
<td>Same fruits as breakfast</td>
</tr>
<tr>
<td>Salad</td>
<td>See Comments</td>
<td>Variety of salads: two fresh prepared vegetable, fruit or pasta salads, one meat salad, choice of tuna, chicken or ham, cottage cheese, yogurt plain or flavored, Two gelatin prefer molded, one sugar free)</td>
</tr>
<tr>
<td>Lettuce Salad</td>
<td>See Comments</td>
<td>Fresh tossed greens: a variety such as iceberg and leaf lettuce, red leaf lettuce, romaine, and bib lettuce.</td>
</tr>
</tbody>
</table>
Salad accompaniments to be comprised of the following choices: rotation of choices allowed based on approval by the Advisory Board:

<table>
<thead>
<tr>
<th>FRESH (16 minimum)</th>
<th>CANNED OR FRESH (14 minimum)</th>
<th>DRESSING (High Quality) (8 minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheese (1 white, yellow, separate)</td>
<td>Garbanzo beans</td>
<td>Ranch or House</td>
</tr>
<tr>
<td>Egg</td>
<td>Kidney beans</td>
<td>1,000 Island</td>
</tr>
<tr>
<td>Broccoli</td>
<td>Red Onions</td>
<td>Blue Cheese</td>
</tr>
<tr>
<td>Cauliflower</td>
<td>Raisins</td>
<td>Italian</td>
</tr>
<tr>
<td>Bean Sprouts</td>
<td>Banana peppers</td>
<td>French</td>
</tr>
<tr>
<td>peppers</td>
<td>Beets</td>
<td>Vinegar &amp; Oil</td>
</tr>
<tr>
<td>Shredded carrots</td>
<td>Sunflowers seeds</td>
<td>Two fat free, with Green</td>
</tr>
<tr>
<td>Stick carrots</td>
<td>Bacon bits</td>
<td>one low calorie</td>
</tr>
<tr>
<td>Celery</td>
<td>Peas</td>
<td></td>
</tr>
<tr>
<td>Meat (variety)</td>
<td>Croutons</td>
<td></td>
</tr>
<tr>
<td>Tomatoes (variety)</td>
<td>Chinese noodles</td>
<td></td>
</tr>
<tr>
<td>Cucumbers</td>
<td>Olives (2 varieties)</td>
<td></td>
</tr>
<tr>
<td>Mushrooms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spinach</td>
<td>Mini-ear corn</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum Daily Choices</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entrees</td>
<td>2</td>
<td>Two new entrees shall be served at each meal. At least one of the entrees shall include meat as a whole or broken quantity, carved meat to be served at least three times a week. Leftovers may be offered one time and may not be offered after twenty-four hours.</td>
</tr>
<tr>
<td>Vegetables</td>
<td>3</td>
<td>Canned or fresh each meal, one commonly acceptable vegetable (i.e., green beans) plus two others to ensure one green, one yellow, and one starch or potato.</td>
</tr>
</tbody>
</table>
**Condiments:** (Brunch Also)

<table>
<thead>
<tr>
<th>SPICE RACK</th>
<th>SAUCES</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crushed red pepper</td>
<td>Worcester Sauce</td>
<td>Catsup</td>
</tr>
<tr>
<td>Garlic Salt</td>
<td>Tabasco Sauce</td>
<td>Mustard</td>
</tr>
<tr>
<td>Seasoned Salt</td>
<td>Soy Sauce</td>
<td>Mayonnaise</td>
</tr>
<tr>
<td>Oregano</td>
<td>A-1 Sauce</td>
<td>(reg. and low fat)</td>
</tr>
<tr>
<td>Chili Powder</td>
<td>Pace Brand Salsa</td>
<td>Non-Dairy Creamer</td>
</tr>
<tr>
<td>Others</td>
<td>BBQ Sauce (As Appropriate)</td>
<td>Sugar and Sugar</td>
</tr>
<tr>
<td></td>
<td>Tartar Sauce (As Appropriate)</td>
<td>Substitute</td>
</tr>
<tr>
<td></td>
<td>Cocktail Sauce (As Appropriate)</td>
<td>Salt and Pepper (Shakers)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jalapeno Peppers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Onions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pickles (Variety)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Honey</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jelly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Peanut Butter</td>
</tr>
</tbody>
</table>

**Super Dessert Area**
(Attendant on Duty During All Service Hours)

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum Daily Choices</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donuts</td>
<td>See Comments</td>
<td>Donuts and baked products from breakfast may be served.</td>
</tr>
<tr>
<td>Hot Cobbler</td>
<td>1</td>
<td>Rotate daily.</td>
</tr>
<tr>
<td>Cakes</td>
<td>2</td>
<td>One round cake and one sheet cake. One dark and one light. White chocolate and cheesecake to be rotated.</td>
</tr>
<tr>
<td>Pies</td>
<td>2</td>
<td>Rotate daily.</td>
</tr>
<tr>
<td>Cookies</td>
<td>1</td>
<td>Fresh, rotate daily.</td>
</tr>
</tbody>
</table>
Low-fat  2  Variety of desserts to include chocolate.

Frozen Yogurt  2  Rotate daily. To be served by attendant.

Ice Cream  3  One premium and two flavored to be rotated weekly. To be served by attendant.

Sherbet  1  Rotated weekly. To be served by attendant.

Novelty Ice Cream Bars & Popsicles  3  Novelty ice cream and popsicles to be rotated. To be served by attendant.

Juices & Beverages  See Comments  Same as Juices and Beverages for breakfast.

Heart Healthy Concepts  See Comments  Heart healthy recipes (i.e. low sodium, cholesterol, fat and calorie content) which follow American Heart Association guidelines are required. One fresh entrée and two fresh vegetables or side items to be served each meal.

FAST FOOD CONCEPTS

Union Station and East College Station

Portion size, meal equivalence and price of all products to be offered in the fast food concepts are to be approved by the Director of Auxiliary Services.
ATHLETIC CONCESSIONS FOOD SERVICE AGREEMENT
BETWEEN
STEPHEN F. AUSTIN STATE UNIVERSITY
AND
ARAMARK EDUCATIONAL SERVICES, INC.

2001 -2006

AGREEMENT is made this 1st day of September, 2001, by and between Stephen F. Austin State University (hereinafter referred to as “University”) and ARAMARK Educational Services, Inc. (hereinafter referred to as “Contractor”). Unless otherwise provided, “University” and “Contractor” refer also to the management, employees, and agents of the parties.

In consideration of the mutual promises and covenants contained in this document, the University and Contractor agree as follows:

1. TERM.

This Agreement begins on September 1, 2001 and ends on August 31, 2006 unless it is terminated earlier under termination provisions of the Agreement as set forth in Section 7 herein. Thereafter, the Term of this Agreement may be extended as mutually agreed upon by the parties, in writing. A “Contract Year” will be each period during the Term of this Agreement from September 1 to the following August 31. Notwithstanding the foregoing, on years that the academic year begins prior to September 1, the Contractor will be permitted to charge the new rates starting with the first Athletic Concessions activity after the first class day.

1.1 DEFINITIONS: The following words and phrases when used in this Agreement, or any amendment hereto, shall have the meanings given to them in this Paragraph:

1.1.1 “Agreement”: This Athletic Concessions Management Agreement.

1.1.2 “Athletic Concessions Program”: Those cash, catering and other related food service operations to be managed by ARAMARK under this Agreement.
1.1.3 “Campus Food Service Program” Those board, cash, catering and other related food service operations to be managed by ARAMARK under the Agreement titled ‘University Food Service Agreement Between Stephen F. Austin State University and ARAMARK Educational Services, Inc.’.

1.1.4 “Food Service Facilities” The areas, improvements, personal property and facilities made available by Client to ARAMARK for the provision of the concessions services more fully described in Paragraph 3.1.

1.1.5 “Net Receipts”: Gross sales less sales tax.

2. **PURPOSE.**

2.1 Under this Agreement, the Contractor will provide food and beverage services related to Athletic concessions as described herein and in attachments A, B, C, and D.

2.2 Provided it does not interfere with Contractor’s responsibilities, the University may use the concessions areas for events, conferences, or other special or unusual purposes other than Athletic concessions.

3. **CONTRACTOR RESPONSIBILITIES.**

3.1 The Contractor will provide Athletic concessions services for the University’s students, faculty, staff, invitees, and visitors at the times and in the locations (sometimes referred to in this Agreement as “athletic concessions areas”) described in attachment A.

3.2 All concessions will be served in controlled portions. The minimum menu requirements to be provided at each location are presented in attachment B. Additional menu items may be added with the approval of the Associate Director of Athletics for Internal Affairs.

3.3 The Contractor will provide concessions service during all athletic events in accordance with the schedules presented in attachment C. The Contractor will make available concessions services for other events as mutually agreed to by the parties.
3.4 Cleanliness and Sanitation. The Contractor will conduct its operations in a sanitary manner, and will do the following:

3.4.1 Keep all premises in which it performs any of its obligations, including all furnishings, fixtures, and equipment, in a clean and sanitary condition. All equipment should be thoroughly cleaned following each event;

3.4.2 Prevent the creation of objectionable noise and the emission of offensive odors from Contractor’s operations. Perishable items should not be stored in the stands between events;

3.4.3 Maintain and clean the surfaces of wall partitions, counters, walls, ceilings, and floors in concessions service areas;

3.4.4 Separate wet garbage and dry trash; remove wet garbage.

3.5 Care and Use of University Property.

3.5.1 The Contractor will not do or knowingly permit anything or any activity that would create a nuisance on the University’s property. Contractor agrees to comply with any reasonable request of the University to cease any Contractor activity, or not commence any contemplated Contractor activity, which, in the University’s opinion, will invalidate the University’s insurance policy or policies. The Contractor will perform its obligations in such a manner that does not interfere with the activities of the University’s students, faculty, staff, or visitors.

3.5.2 Except as provided in this Agreement, the Contractor will not make any alterations to any University facilities or property without the written approval of the University. Contractor will be responsible for all alterations or modifications requested by the Contractor and approved by the University unless the parties agree in writing otherwise.

3.5.3 Contractor shall promptly replace all loss and breakage to University’s Property caused by Contractor, its agents and employees through negligence or willful act.

3.5.4 Contractor shall repair or replace University-owned equipment, furniture, plumbing, and electrical fixtures damaged by Contractor’s, its employees’ or agent’s negligence or willful acts. This will include clearing stopped drains caused by grease or other foreign matter lodged in the area between the grease traps and the food service area.

3.6 The Contractor will accept delivery of all shipments and merchandise for its operations at its sole risk. The Contractor will promptly unload and store all shipments delivered to the Contractor on University property. The Contractor
will not permit deliveries except during normal business hours and to those areas designated by the University.

3.7 The Contractor will comply with all reasonable requests and suggestions from the Athletic Department representative.

3.8 Concession Stand Presentation, Organization & Operation.

3.8.1 The Contractor shall reorganize the system of streamlining consumers through the stands in a mutually agreeable manner.

3.8.2 A minimum of eight (8) workers per concession stand shall be provided during football games. A minimum of five (5) workers per concession stand shall be provided during basketball games. The number of workers for other activities to be mutually agreed upon between the Parties. The SFA Athletic Department will provide a liaison to work with Contractor to make decisions on-site to modify the number of concession stands open and the number of workers on a game by game basis.

3.8.3 All four concession stands are to be open for SFA, collegiate or high school football games. One concession stand is to be open for track and field meets. The SFA Athletic Department will provide a liaison to work with Contractor to make decisions on-site to modify the number of concession stands open and the number of workers on a game by game basis.

3.8.4 Special event carts are to be strategically placed around the stadium selling 20 oz. beverages.

3.8.5 Contractor's personnel may walk the stands and sell drinks during games.

3.9 Contractor will purchase and pay for all food and related supplies utilized in the Athletic Concessions Program. Contractor agrees that its Director of Athletic Concessions at the University (see Section 5.4) will use sound business judgement when making purchasing decisions to best meet the objectives of this agreement including, but not limited to, buying from local purveyors where practical. All food is to be in accordance with the quality standards described in attachment D.

3.10 Contractor shall provide all management and personnel necessary to perform its obligations under this Agreement.

3.11 Contractor shall provide all laundry, paper products, kitchen supplies, and uniforms for its personnel.

3.12 Contractor shall provide all licenses and permits that may be required by federal,
state, county, or city governments.

3.13 Contractor shall be responsible for all costs associated with insurance, vehicle costs, long distance telephone costs, postage, and vent cleaning.

3.14 Contractor shall be responsible for sales and other taxes on monies collected by Contractor.

3.15 Contractor shall be responsible for all other costs that are not the responsibility of the University, but which are necessary for the Contractor to fulfill its obligations under this Agreement.

3.16 Exclusive Pour Information.

3.16.1 The Contractor shall abide by any contract executed by the University for exclusive pouring rights on the Stephen F. Austin State University campus. The University’s existing beverage contract is currently under review. In the event of a change in beverage contract, Contractor agrees that it will make the necessary changes to provide approved beverages. The Contractor agrees to abide by all beverage contractual agreements made by the University regarding the use of branded containers and advertising.

3.16.2 For purposes of this Agreement, beverage is defined as all carbonated and non-carbonated non-alcoholic beverages for independent consumption, including but not limited to non-alcoholic beverages with nutritive or non-nutritive sweeteners; naturally or artificially flavored non-alcoholic beverages; flavored or unflavored drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made. Notwithstanding the foregoing, "beverages" shall not include branded or unbranded freshly brewed coffees, unbranded freshly brewed teas, branded or unbranded herbal tea sold in a bag and made by consumer, milk, flavored milk, tap water, juice squeezed fresh on the premises, juice drinks made fresh on the premises, hot chocolate, smoothies, yogurt-based drinks, club soda, and tomato or V-8 vegetable juice.
4. **UNIVERSITY RESPONSIBILITIES.**

4.1 The University will provide the Contractor with use of the University’s Food Service Facilities in the areas specified in attachment A; with all equipment, currently in those areas; and with reasonable access to those areas. Except as otherwise provided in this Agreement, the University is not obligated to furnish additional office, kitchen, dining facilities or equipment not in place at the beginning of this Agreement. The University may, however, make physical alterations and improvements.

4.2 The Associate Director of Athletics for Internal Affairs will evaluate and must approve all prices for food sold in concessions, all food portions, and the type of service in each concessions service area.

4.3 The Athletic Department will evaluate the service provided under this Agreement. The official University representative and liaison on all matters relating to Athletic Concessions is the Associate Director of Athletics for Internal Affairs. The University will require that any complaint or request for a change in service, facilities, or equipment by a food service customer, or by the Contractor, be first submitted to the Associate Director of Athletics for Internal Affairs.

4.4 The University will make all repairs to the facilities used by Contractor, including all plumbing, wiring, or equipment. Unless caused by the negligence or willful misconduct of the Contractor, its employees or agents, the University will pay for the maintenance and repair of all University-owned equipment, furniture, plumbing, and electrical fixtures, including the testing and charging of fire suppressions equipment, the cleaning of grease traps, and the cleaning of drains beyond the grease traps.

4.5 The University will provide routine general security patrols and will make reasonable efforts to protect against intrusion, theft, fire, and disruption, but will not be liable for intrusion, theft, fire or disruption.

4.6 The University will be responsible for the removal and disposal of dry trash.

4.7 The University will be responsible for cleaning exterior walls and windows, except in Lumberjack Alley.
5. **CONTRACTOR’S PERSONNEL.**

5.1 The Contractor agrees at all times to employ sufficient personnel to perform its obligations hereunder. All such personnel will be employees solely of the Contractor and not employees of the University. The Contractor will be solely responsible for the conduct and performance of its personnel. The Contractor will remove from duty at the University any employee that the University finds unacceptable.

5.2 The Contractor will submit to the University an Organizational Chart and a plan for administrative services of the University’s Athletic Concessions Program. The University must approve this chart and plan. Contractor may deviate from this plan only with the agreement of the University.

5.3 Supervisory personnel shall be present and available at each event at all times during service hours. Supervisors should be easily identifiable and dressed appropriately.

5.4 The Contractor will engage and assign overall responsibility for the performance of its obligations to a Director of Athletic Concessions (“Director”). The University will have the right to approve the appointment of the Director who must have a minimum of one year experience in food service, and such other reasonable qualifications, as the University deems necessary. It is understood that the Director of Food Service assigned to the Campus Food Service Program satisfies the requirements of a "Director" for the Athletic Concessions Program.

5.5 The Contractor will list job vacancies with the University’s Human Resources office, and will post notice of such vacancies in the athletic concessions service areas and such other areas as directed by the University. The Contractor will notify the University at least fourteen days in advance of any Contractor-initiated management or supervisory personnel changes.

5.6 ARAMARK shall not discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning personnel of the Athletic Concessions Program. ARAMARK affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations.
5.7 All employees of the Contractor will adhere to University policies. The Contractor’s employees will be subject to the same parking rules and regulations of the University including the payment of parking fees, as apply to University employees.

5.8 The Contractor will insure that all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

5.9 For the purposes of this paragraph, “supervisory employee” means a person who has directly or indirectly performed management responsibilities in the employ of one of the parties for a least six months, any portion of which was during the six months immediately preceding the termination of this Agreement. Neither the Contractor nor the University may employ a supervisory employee of the other during the term of this Agreement and six months thereafter.

5.10 All of the Contractor’s employees below the rank of manager (as agreed to by the Associate Director of Athletics for Internal Affairs) will wear uniforms approved by the University.

5.11 The Contractor will have all of its employees assigned to duty at the University submit to periodic health examinations at least as frequently as required by law. The Contractor will, upon request by the University, submit satisfactory evidence of compliance with health regulations.

5.12 The Contractor warrants, represents, covenants, and agrees that all persons and permitted subcontractors connected with the Contractor directly in charge of the work are duly registered and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

5.13 ARAMARK shall provide and pay a staff of personnel on duty on Client’s premises for the efficient management of the Athletic Concessions Program. ARAMARK personnel will be subject to the rules and regulations of Client while on Client’s premises but shall at all times be considered employees of the Contractor.

6. **CONTRACTOR’S PAYMENTS TO UNIVERSITY.**

6.1 Accounting Periods. At least 12 accounting periods of approximately one-month duration will be established as mutually agreed upon by the University and Contractor.

6.2 Cash Sales. The Contractor will run all concessions sales through cash registers provided by the Contractor and will furnish the University with duplicate register readings. By the tenth of each Accounting Period, the Contractor will provide the
University with a summary of all concessions sales during the preceding Accounting Period.

6.3 Payments.

6.3.1 Commission Payments. By the tenth of each Accounting Period the Contractor will pay the University a commission in the amount of 15% of Net Receipts for the immediately preceding Accounting Period.

6.3.2 Minimum Guarantee. In addition to the other financial agreements between parties provided in this Agreement, the Contractor will guarantee the University a minimum $20,000.00 (Twenty Thousand Dollars) commission per contract year. Before September 30 of each year, if the total amount of Commission Payments is less than the Minimum Guarantee, the Contractor will pay the University any difference in the minimum guarantee and the total commissions paid for the immediately preceding contract year (12-month Accounting Period).

6.3.3 Equipment. The University will retain ownership of all existing equipment. The Contractor pledges $2000.00 per contract year for new equipment or facility enhancement. The use of the $2000.00 in each year will be mutually agreed between the Contractor and the SFA Athletic Department representative. Any unused portion of the $2000.00 yearly pledge will carry forward and be added to the following year(s) pledge. The Contractor will provide an accounting to the SFA Athletic Department of the use of the pledged funds at the end of each contract year.

6.4 In order to maintain the provision of Athletic Concessions to the University on a sound financial basis, the University and the Contractor will negotiate in good faith, for any Contract Year to begin on or after September 1, 2002, changes in the rates set forth in sections 6.3.1 and 6.3.2. The initiating party must give the other party notice of a request to negotiate any such changes no later than February 1 for eligible proposed changes to be effective with the next succeeding Contract Year (i.e., on the following September 1). Notwithstanding the University’s obligation to negotiate in good faith, the University shall not be obligated to negotiate a change which would exceed, during the Contract Year under consideration, the percentage of change in the Food and Beverage element of the Consumer Price Index published by the Bureau of Labor Statistics, U. S. Department of Labor, for urban consumers (“CPI-U”) in the South.
7. TERMINATION.

7.1 The University may terminate this Agreement effective 120 days after written notice thereof to the Contractor.

7.2 The Contractor may terminate this Agreement effective on August 31 of any Contract Year, provided that the Contractor gives the University written notice of its intent no later than the preceding May 1.

7.3 Upon the termination of this Agreement, the Contractor will vacate the University’s property and will restore the property, together with all equipment furnished by the University, to the same condition as at the commencement of this Agreement, except for ordinary and reasonable wear and tear and loss or damage caused by events beyond the Contractor’s control. If applicable, the Contractor and the University will jointly conduct a closing inventory, and the Contractor will replace or repair all lost, damaged or destroyed University supplied equipment as a result of Contractor’s, its employees’ or agent’s negligence or willful misconduct.

7.4 Default and Remedies.

7.4.1 Any act or omission to act by either party which is a material breach of any term of this Agreement will be an Event of Default. The failure of the Contractor to maintain and keep in force the insurance required by Section 8.9 or the payment and performance bond required by Section 8.15.1 is deemed a material breach. Failure of Contractor to maintain service shall constitute a material breach, except as otherwise provided in Section 8.3, Force Majeure. Other material breaches include but are not limited to failure to cure any default for which notice is given or stated in Section 7.4.2.

7.4.2 Upon receipt of written notice from the non-defaulting party as to the nature of an Event of Default, the defaulting party will immediately take action to cure the Event of Default. If the defaulting party fails to commence such action within ten days of receipt of notice, or if action is commenced fails to complete such action within thirty days of receipt of notice, the non-defaulting party may, at its option, declare this Agreement terminated immediately, or it may continue with the Agreement in force without prejudice to its rights to declare this Agreement terminated so long as the Event to Default remains uncured. Failure to give notice of default or failure to terminate based on a material breach shall not waive any right of the non-defaulting or non-breaching party.

7.4.3 Notwithstanding, any provision to the contrary, if the Contractor fails to maintain either the insurance required by Section 8.9, the payment and performance bond required by Section 8.15.1, or fails to provide
concessions service, the University may immediately terminate this Agreement by giving written notice thereof to the Contractor.

7.4.4 It is acknowledged and agreed that the Contractor's services to the University are unique, which gives the Contractor a peculiar value to the University and for the loss of which the University cannot be reasonably or adequately compensated in damages; accordingly, contractor acknowledges and agrees that a breach by the contractor of the provisions hereof will cause the University irreparable injury and damage. The contractor, therefore, expressly agrees that the University shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if the University is not in breach of this Agreement.

8. **GENERAL PROVISIONS.**

8.1 **Independent Contractor.** Contractor recognizes that it is engaged as an independent contractor and acknowledges that University shall have no responsibility to provide vacation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of University by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of University, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

8.2 **Labor Relations:** Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this Agreement in the event of any labor action involving its employees.

8.3 **Force Majeure.** The parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of this Agreement.

8.4 **Use of University Facilities.** The Contractor’s management, employees, and agents will have the right to use only those University facilities that are necessary to perform the Contractor’s obligations and will not have access to any other facilities of the University without the University’s permission.

8.5 **Utilities.** The University will use its best efforts to provide the following utility
service to Contractor: water, gas, and electricity. In the event of any interruption in utility service, the University will use its best efforts to promptly return such service. However, the University does not guarantee uninterrupted service and will not be liable to the Contractor for any loss or expense resulting from the interruption of utilities or the failure of any University-owned equipment.

8.6 **Safety and Security.** The Contractor will utilize University personnel to maintain safety and security, and may not engage additional security personnel unless approved in writing by and coordinated with the University. The Contractor will follow the University’s policies and procedures in dealing with improper conduct, or other abnormal conditions. The Contractor will report all such incidents to the University’s police department, and the Contractor will not summon public emergency service agencies, except in the case of fire, in any manner other than through the university’s police department, unless otherwise directed by the University. Notwithstanding anything stated in this Agreement, the University shall not be liable for theft or loss of equipment, products, supplies, materials, or other property belonging to the Contractors, its employees or agents.

8.7 **Surrender of Premises.** At the end of this Agreement, Contractor shall return to the University all University owned property in as good condition as at the beginning of this Agreement with the exception of reasonable wear and tear and loss or damage due to causes beyond the control of the Contractor.
8.8 INDEMNIFICATION AND LIMITATION OF LIABILITY. THAT TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY THE UNIVERSITY, AND HOLD HARMLESS THE UNIVERSITY AND ITS RESPECTIVE REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND OTHER CLAIMS OF ANY NATURES, KIND, OR DESCRIPTIONS (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS CONTRACT FOR ANY REASON WHATSOEVER.

THE CONTRACTOR AGREES TO JOINTLY AND SEVERALLY INDEMNIFY AND HOLD SFASU, ITS OFFICERS, EMPLOYEES, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEY’S FEES WHICH THE STATE MAY INCUR OR SUSTAIN BY REASON OF THE FAILURE OF THE BIDDER TO FULLY PERFORM AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING INDEMNITY, THE UNIVERSITY SHALL REIMBURSE CONTRACTOR FOR ITS PORTION OF ANY JUDGEMENT DETERMINED BY A COURT OF COMPETENT JURISDICTION AND PROPERLY APPEALED, WHERE JOINT LIABILITY IS FOUND ON THE PART OF THE UNIVERSITY, BUT ONLY WITHIN THE LIMITS AND IMMUNITIES PROVIDED UNDER TEXAS LAW.
LIMITATION OF LIABILITY. EXCEPT IN CONNECTION WITH PERSONAL INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY ACTIONABLE AGAINST THE UNIVERSITY UNDER THE TEXAS TORT CLAIMS ACT, THE UNIVERSITY SHALL NOT BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES OR OTHERWISE. THE UNIVERSITY'S LIABILITY SHALL NOT EXCEED THE CASH VALUE TO THE UNIVERSITY OF THIS AGREEMENT.

CLIENT AGREES TO IMMEDIATELY NOTIFY ARAMARK OF ALL LOSSES OR CLAIMS FOR WHICH IT WILL SEEK INDEMNITY UNDER THIS AGREEMENT. CLIENT AGREES NOT TO INCUR ANY COST OR EXPENSE WITH RESPECT TO ANY SUCH LOSS OR CLAIM WITHOUT THE APPROVAL OF ARAMARK AND FURTHER AGREES TO FULLY COOPERATE WITH ARAMARK AND ARAMARK'S AUTHORIZED REPRESENTATIVE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ALL SUCH CLAIMS.

8.9 Insurance. The Contractor will maintain the following insurance written by an insurance carrier approved in writing by the University. The coverage described below are minimum requirements and do not limit the liability of the Contractor. All policies will list the University as an additional insured, with respect to the liability arising out of the performance of ARAMARK’s work under this Agreement, with the exception of the Contractor’s workers’ compensation insurance, and will provide for notification to the University thirty days prior to termination. Contractor will furnish certificates of insurance to the University showing that the Contractor has purchased the required insurance. The Contractor will maintain the following insurance coverage:

8.9.1 Workers compensation insurance in minimum amounts required by the laws of the state of Texas.

8.9.2 Public liability and property damage insurance with the University as additional insured, in the amount of $1,000,000 bodily injury and property damage combined single limit per occurrence, to include products liability coverage.

8.10 Access to Records. The Contractor will keep detailed financial records of its operations under this Agreement, and the Contractor will maintain those records for at least five years from the close of the Contract year to which the records relate. The Contractor will permit the University or the State Auditor of the State of Texas to inspect those records during Contractor’s normal business hours.
8.11 **Laws.**

8.11.1 This Agreement will be interpreted by the laws of the State of Texas, and all of the obligations to be performed under this Agreement are performable in Nacogdoches County, Texas. Venue shall lie in a court of competent jurisdiction in Texas.

8.11.2 The Contractor will adhere to and follow all applicable laws, rules, regulations, and ordinances, including all University policies and procedures.

8.12 **Survival.** Termination under Section 7.4, 7.1 or 7.2, shall not relieve either party or any of its employees from liability for violations of this Agreement or any other act or omission of the parties. The provisions of Sections 8.8, 8.9, 8.15.1, 8.10, 8.6, 4.4, 8.2, 5.9, 5.10, 8.1, all clauses pertaining to proper accounting and final payments, 7 and 8 shall survive the termination of this Agreement. All other provisions intended to survive this Agreement shall survive the expiration or termination of this Agreement.

8.13 **Assignment.** Neither party may assign any interest in this Agreement without the prior written consent of the other party, and the Contractor will not sub-lease this Agreement without the written consent of the University.

8.14 **Notices.** Any notice required to be given by this Agreement may be given by personal delivery, electronic facsimile or telecopy, or certified or registered mail directed to the addresses provided below:

To the University:

    Associate Director of Athletics for Internal Affairs  
    Field House  
    P.O. Box 13010, SFA Station  
    Nacogdoches, Texas 75962-3010  
    FAX: (936)468-4070

With a copy to:

    Vice President for Business Affairs  
    316 Stephen F. Austin Building  
    P.O. Box 6108, SFA Station  
    Nacogdoches, Texas 75962-6108  
    FAX: (936)468-4078
8.15 Miscellaneous Provisions.

8.15.1 Payment and Performance Bond. Before it begins performing its obligations, the Contractor will provide to the University a payment and performance bond in the amount of $10,000 to insure the performance of the Contractor’s obligations. The bond must be issued by a surety approved by the University and made payable to the University. It is understood that the payment and performance bond provided to satisfy the requirements of the Campus Food Service Program satisfies the bonding for this Agreement.

8.15.2 Alternative Dispute Resolution. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by SFASU and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Vice President for Business Affairs of SFASU shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by SFASU nor any other conduct, action or inaction of any representative of SFASU relating to this contract constitutes or is intended to constitute a waiver of SFASU’s or the state’s sovereign immunity to suit; and (iii) SFASU has not waived its right to seek redress in the courts.
8.15.3 **Severability.** All of the sections and clauses of this Agreement are distinct and severable. If any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause of this Agreement.

8.15.4 **Successors and Assigns.** This Agreement is binding on the parties and their respective successors and assigns in interest.

8.15.5 **Limitation of Liability.** Nothing in this Agreement will be construed as creating any personal liability on the part of any officer or employee of the University, nor will any provision in this agreement be construed as a waiver of any immunities or defenses on the part of the University which may only be waived by action of the Legislature of the State of Texas.

8.15.6 **Waiver of Modification.** A waiver or modification of any of the provisions of this Agreement will not be affected unless in writing and signed by authorized representatives of both parties. A waiver or modification of any provision of this Agreement will not be construed as a waiver or modification of any other provision.

8.15.7 **Sole Agreement.** This document, attachments A, B, C, and D all specifications, terms and conditions of RFP #DINING-01, except as may be amended, and any documents which it incorporates by reference as set forth in this Agreement constitute the sole agreement of the parties on the subject matter hereof and supersede any prior understandings or communications, written or oral.

8.15.8 **Exclusivity.** The Contractor will be the sole Athletic concessions food and beverage service vendor for the University so long as this agreement is in effect. This provision does not apply to food and beverages provided by persons or groups for their own consumption in the concessions areas, to food and beverages dispensed in vending machines, to areas designated in the Campus Food Service Program, or to food and beverages provided at the Fieldhouse, Coliseum offices and meeting rooms, or Lumberjack Alley.
8.15.9 **Warranties.** Notwithstanding anything to the contrary contained in this Agreement, University and Contractor agree and acknowledge that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing the work. Contractor accepts the relationship of trust and confidence established between it and University by this Agreement. Contractor covenants with University to use its best efforts, skill, judgment, and abilities to perform the work and to further the interests of the University in accordance with University's requirements and procedures, in accordance with the highest standards of Contractor's profession or business and in compliance with all applicable national, federal, state and municipal, laws, regulations, ordinances and orders and with those of any other body or authority having jurisdiction. Contractor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the work.

8.15.10 **Corporate Authority.** Contractor warrants, represents, and agrees that it is a corporation duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

8.15.11 **Headings.** The captions of sections and subsections in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

8.15.12 **No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the University or Contractor.
8.15.13 **Confidential Information:** All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, recipes, menus, policy and procedure manuals and computer software programs, including those software programs created by Client based on ARAMARK supplied information, relative to or utilized in ARAMARK’s business or the business of any subsidiary or affiliate of ARAMARK, shall be the property of ARAMARK and shall be confidential. Client shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by Client in any manner shall not affect ARAMARK’s ownership or the confidential nature of such information. Client shall not photocopy or otherwise duplicate any such materials without the prior written consent of ARAMARK. Notwithstanding the foregoing statement on confidentiality the University will comply with applicable state and federal laws (i.e. Texas open records act, lawfully issued subpoenas, etc.) that may affect the ownership and release of records maintained by the University. The University shall not be liable to ARAMARK for appropriate compliance with such laws.

8.15.14 **Proprietary Materials:** Client agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as “Proprietary Materials”), used by ARAMARK on Client’s campus in connection with the concessions services provided by ARAMARK under this Agreement, shall remain the property of ARAMARK. Upon termination of this Agreement, all use of trademarks, service marks, and logos owned by ARAMARK or licensed to ARAMARK by third parties shall be discontinued by Client, and Client shall immediately return to ARAMARK all Proprietary Materials.

8.15.15 **Renegotiation:** The financial terms set forth in this Agreement and other obligations assumed by ARAMARK hereunder are based on conditions in existence on the date ARAMARK commences operations, including by way of example, Client’s student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In addition, ARAMARK has relied on representations regarding existing conditions made by Client in connection with the negotiation and execution of this Agreement. In the event of a material change in the existing conditions, in addition to all other rights and remedies of ARAMARK at law, in equity under this Agreement, the financial terms and other obligations may be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

8.15.16 **Role of the Athletic Department in the Future.**

8.15.16.1 The Athletic Department will consider implementing a
policy to restrict fans from bringing outside food into the stadium and coliseum venues, including coliseum offices and meeting rooms.

8.15.16.2 The Athletic Department desires to explore opportunities to specify the use of branded products.
IN WITNESS WHEREOF, the parties have executed this agreement in the year and on the day first above written.

STEPHEN F. AUSTIN STATE UNIVERSITY

By:_____________________________________
   Dr. Tito Guerrero, President

________________________________________
Date signed:

APPROVED AS TO FORM:

By:_____________________________________
   General Counsel

ARAMARK Educational Services, Inc.

By:_____________________________________
   Mark Nelson, Regional Vice President

________________________________________
Date Signed
ATTACHMENT A

CONCESSIONS FOOD SERVICE AREAS

The locations for exclusive athletic concessions include:

- Homer Bryce Stadium
- Williams R. Johnson Coliseum

The locations for other non-exclusive catering and concessions include:

- Field House (catering only)
- Lumberjack Alley (concessions only)
- Coliseum Offices and Meeting Rooms (catering only)
ATTACHMENT B

MINIMUM MENU REQUIREMENTS

• Choice of a 20 oz. Beverage in a plastic bottle. No fountain service.
  Sell for $2.00
• Hot dogs served with a 6 to 1 all-beef frank, on a fresh bun, placed inside a foil pouch
  and folded shut on one end. Condiments (relish, mayonnaise, mustard, and ketchup
  only) served in individual packages and placed in condiment trays.
  Sell for $1.50
• Nachos served in a 5" x 5" plastic tray with cheese reservoir.
  Sell for $1.50
• Choice of candy (Snickers, M&M's, etc.) served in king size bags.
  Sell for $1.25
• Popcorn popped fresh on-site and served in a 2.5 oz. box.
  Sell for $1
• Salted in the shell peanuts sealed in a 4 oz. package.
  Sell for $1
• Make available a gallon jar of 18-22 count pickles.
  Sell for $0.75
• Perishable items should be prepared fresh on site.

All concessions menus shall be submitted to the Associate Director of Athletics for Internal
Affairs for review.

The prices shown were originally listed in the RFP as recommendations only. Pricing and
portion control of all concessions operations must be approved in advance by the Associate
Director of Athletics for Internal Affairs.
ATHLETIC CONCESSIONS SERVICE HOURS

All concession stands shall be fully operational and ready for service when the gates open for each event, approximately one hour prior to event time. Service hours will be according to the scheduled event. All concession stands must remain open until the end of each event.

These basic service hours may be changed with approval from the Associate Director of Athletics for Internal Affairs.

ATHLETIC CONCESSIONS - FOOD SERVICE SCHEDULE

Schedules for regular SFA events (i.e., football and basketball games) will be available within 60 days of the beginning of the contract year. The first football games are typically scheduled at the end of August or first of September.

The Contractor will be given a minimum 72 hours notice for other events scheduled throughout the year.
ATTACHMENT D

FOOD STANDARDS

Beef          USDA Choice
Beef          USDA Choice
Ground Beef   USDA Good or Better, not to exceed 20% fat content, no soy additive or extended. All ground beef to be 100% ALL BEEF.

Pork          USDA Number 1

(All Meat shall be cut to I.M.P Specifications)

Poultry       USDA Grade “A”

Eggs          USDA Grade “A”, Large

Fresh Fruits/Vegetables USDA Fancy or highest grade obtainable in each commodity

Frozen Fruits/Vegetables/Juices USDA Fancy as available

Canned Fruits/Vegetables/Juices USDA Choice

Cheese        USDA Grade “A”. No cheese substitutes nor cheese food permitted.

Milk          USDA Grade “A”

Ice cream     USDA Grade “A”, not less than 10% butterfat and not exceeding 85% over-run with maximum of 3% stabilizer.

Butter/Margarine USDA Grade “A”

Miscellaneous Highest grade obtainable
The Commuter Connection

Driving Off-Campus For Meals Got You Down???

Spending More $$$ Looking For Parking Than For A Meal???

ARAMARK
The Commuter Connection

Commuter Connection is your ticket to dining on the SFASU campus. It is comprised of a booklet with 55 meal coupons which may be redeemed at any of our locations.

At a price of $290.00, the cash redemption value for a meal at a retail location is $4.87 ($5.27 tax included).

This plan ultimately offers discounts of 7% off Lunch and 14% off Dinner door rates at our all-you-can-eat food courts.

Commuter Connection can be purchased by VISA or MasterCard in Room 109 of the University Center.

Grand Central Station is located in the University Center. This is an "all you can eat" food court featuring: World’s Fare, Center Stage, Fresh Starts, Cafe Features, Itza Pizza and Treat Yourself Right

Union Station is located in the University Center. This is a meal redemption / retail food court as a dining option offering a carryout program featuring: Sunset Strips, Santa Fe Station, Allegro Pasta, Bene Pizzeria, Grille Works and Green Pickle Deli

East College Station is located among the residence halls on East College Street. This is an "all you can eat" food court featuring: PanGeos Italian Kitchen, The Wokery, Cafe Features, Rotisserie and Treat Yourself Right

The Express is located at the street front of East College Cafeteria. This is a meal redemption / retail location as a dining option offering a carryout program featuring: Itza Pizza, Allegro Pasta and Salad Garden

Come by the SFA Dining Service Office in Room 109 of the University Center to pick up your Commuter Connection!!!
Living On Campus
STEPHEN F. AUSTIN STATE UNIVERSITY

Nacogdoches, Texas
WISELY HALL #5 - ACADEMIC EXCELLENCE CENTER
A COED RESIDENCE HALL FOR STUDENTS WHO DESIRE A STIMULATING LIVING ENVIRONMENT DESIGNED TO CHALLENGE ACADEMICALLY-TALENTED INDIVIDUALS.

COVER: STEEN HALL #17       FAR RIGHT: HALL #20

PUBLISHED: SEPTEMBER 2000
Stephen F. Austin State University’s Housing and Residence Life program exists as an integral part of the educational program and academic support services of the university. The mission of Housing and Residence Life is to provide a residential environment that is clean, well maintained, safe and comfortable while cultivating a community that stimulates student development through co-curricular programs grounded in both human resource and student development theories. All residence halls have a full time, live in staff member who oversees the running of the building to insure that all residents are enjoying the most beneficial college experience possible. Every floor of the residence hall also has a resident assistant, a student leader employed by the Housing Department to help build a sense of community within the hall. Decades of research have shown that students who live in residence halls are far more likely to succeed than those who live off campus. The vibrant, exciting lifestyle of residence hall living is an important part of young adulthood and a critical component of the college experience.
VISITATION

Visitors of the opposite gender are able to visit residents during visitation hours and must be accompanied by an escort while in a residence hall. All visitors of the opposite gender (including parents) must be checked in at the front desk by the resident when they arrive in the building.
POLICY
SFA houses approximately 5,000 students on campus. All single students under age 21 who have completed fewer than 60 hours are required to reside on campus and purchase a meal plan, provided space is available. The criteria for an off-campus permit is available in the Housing Department. Specific policies are also discussed in more detail in the General Bulletin. Additional information and policies may be found at www.sfasu.edu/housing.

RESIDENCE HALL APPLICATION
An application for student housing accompanied by an initial $50 deposit should be submitted to Accounts Receivable, SFA Box 13053, Nacogdoches, TX 75962. An application form is included with this publication. Acceptance of the initial $50 deposit does not guarantee assignment or placement. Upon confirmation of assignments, students will sign a contract and submit a $50 confirmation deposit for a total $100 deposit.

ROOM ASSIGNMENTS
First priority of residence hall assignment is given to students who have resided in university housing the preceding long semester. Second priority for residence hall assignment is given to new applicants based on the date the Residence Hall Application is received in the Housing Department. Assignments for new students will be made during the summer for fall applicants, during December for spring applicants and during April for summer applicants. Before assignments are made, students must have been accepted for admission to the university.

ROOMMATE SELECTION
Students who have a roommate preference should utilize the roommate assignment request process on the housing application. Roommate preferences are accommodated when possible. Students with roommate preferences must mutually request each other and list the same residence hall choices. Students wishing to change their roommate and/or residence hall preference should send this request in writing to the housing department.

ROOM FURNISHINGS
Each residence hall room is furnished with essential furnishings (i.e. beds, dressers, desks, chairs, etc.). This furniture must remain in the room at all times. Students may bring additional furniture as space permits. Structures that require assembly within the room, such as lofts, are not permitted. Waterbeds and ceiling fans are prohibited in all rooms.

ROOM DECORATING
Students may bring carpet, tension rods and curtains and other decorating items as long as nothing is permanently adhered to any surface. Items may not be placed in front of windows for safety reasons. Window and floor measurements may be found on the housing website. Students may not put nail holds in the walls or put contact paper on cabinets and countertops without facing damage charges. The Housing Department recommends students adhere posters and pictures to the walls using Plasti-Tak, an adhesive that does not cause damage to the walls when it is removed.
SPECIAL INTEREST HALLS WERE DESIGNED WITH STUDENTS AND THEIR UNIQUE STUDY HABITS IN MIND.

SPECIAL INTEREST HALLS
The Academic Excellence Center is located in Wisely Hall (5). This program is for students who want a stimulating living environment designed to challenge academically talented students. Many students in this building participate in the SFA Honors Program. Students interested in applying for this program should contact the Housing Department for a special application and entrance criteria. The Academic Enrichment Center is located in Mays Hall II (male) and Hall 10 (female). This program is ideal for students who desire a structured living environment designed to enhance educational progress and ease the transition to a university campus. Residents agree to be in regular tutoring and study hall sessions.

SAES reserves two floors in certain halls for students who prefer extended daily quiet hours. These areas are located on the top floor of Wilson Hall and Kerr Hall.

PRIVATE ROOMS
Although most students living on campus have a roommate, private rooms are available as space permits for an additional $300 per semester. Contact the Housing Department for more information.

PETS
Students living on-campus are only permitted to keep birds in small cages and fish (tropical or salt water) in aquariums (no larger than 10 gallons). University personnel may require the removal of pets that are not properly maintained, which present health or safety hazards, or which disrupt other residents.

COMPUTER ACCESS
The Housing Department is currently undergoing major technological advances in the residence halls. About one half of the residence halls have ethernet wiring for direct Internet access from each room. In residence halls without ethernet connections, students may connect to the Internet by using a telephone modem. Students are not charged additional fees for this service.

NON-SMOKING ROOMS
Non-smoking rooms are available in each residence hall. Smoking is not permitted in any common area of the residence hall or the front porch area of the building. Students found violating the smoking policy will be required to move into another room or building. The following halls are designated completely tobacco free: Wisely, Todd, North, Hall 10, South, Wilson, Hall 14, Steen and Kerr.
SPECIAL INTEREST BUILDINGS ARE DESIGNED TO MEET ACADEMIC NEEDS FOR ALL STUDENTS.

LEFT TOP: HALL #14      LEFT BOTTOM: WILSON HALL #13      ABOVE: HALL #10
## RESIDENCE HALLS AT A GLANCE

**MALE HOUSING INFORMATION:** malehalls@sfasu.edu  
**FEMALE HOUSING INFORMATION:** femalehalls@sfasu.edu

<table>
<thead>
<tr>
<th>RESIDENCE HALL</th>
<th>BATHROOM</th>
<th>TYPE</th>
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<td>HALL 14</td>
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<td></td>
</tr>
</tbody>
</table>

* EXCELLENCE CENTER  
** ENRICHMENT CENTER  
*** TOP FLOOR-22 QUIET HOURS

---

**ALL CORRESPONDENCE CONCERNING RESIDENCE HALLS AND APARTMENTS SHOULD BE DIRECTED TO:**

SFA HOUSING DEPARTMENT  
PO BOX 13054  
NACOGDOCHES, TX 75962  
(936) 468-2601

femalehalls@sfasu.edu  
malehalls@sfasu.edu  
apartments@sfasu.edu

On-line application available on www.sfasu.edu/housing

PAGE SIX
10 BENEFITS OF LIVING ON CAMPUS

10) lifetime friendships
9) close proximity to classes
8) two swimming pools, Wellness Center, athletic facilities, sporting events and fine arts events
7) 24-hour security
6) 24-hour emergency maintenance personnel available
5) well-balanced meal programs
4) coinless washers and dryers in residence hall
3) residence hall staff members who care about your safety, security and success at SFA
2) automatic membership in RHA (the largest on-campus student organization) which provides leadership positions and numerous year-round activities
1) students who live on campus have higher grade point averages than students who live off campus
THE UNIVERSITY MAINTAINS A TOTAL OF 351 APARTMENTS FOR UNIVERSITY STUDENTS. THESE APARTMENTS ARE UNIVERSITY WOODS, CLARK, NEW RAGUET, STARR AND GARNER. THEY ARE AVAILABLE TO STUDENTS WHO ARE 21 YEARS OF AGE OR OLDER OR WHO HAVE COMPLETED AT LEAST 60 CREDIT HOURS.
THE ORGANIZATION OF CAMPUS APARTMENTS (OCA) IS A FORUM DESIGNED TO SPEAK FOR UNIVERSITY APARTMENT RESIDENTS THROUGH INVOLVEMENT IN PROGRAMS AND ACTIVITIES.

UNIVERSITY APARTMENTS
Apartment applications may be obtained from the Housing Department. The

STUDENT APARTMENTS
Student apartments include University Woods, Clark and Garner. These apartments are available to students who are 21 years of age or who have completed 60 credit hours.

STUDENT APARTMENTS

Acceptance of the initial $50 deposit does not guarantee assignment or placement. Assignments are made based on the date the application is received in the Housing Department. Upon confirmation of an apartment assignment, the student will sign a contract and submit an additional $50 confirmation deposit, making a total deposit of $100, by the confirmation deadline on the contract.

FAMILY APARTMENTS
Starr and New Raguet complexes are reserved for students who are married, married with custody of a child or single with custody of a child. Family apartment residents must provide required familial status documentation.

PAGE NINE
THE HOUSING DEPARTMENT AT SFA IS PROUD TO ANNOUNCE THAT WE RECEIVED A COMMENDATION FROM THE SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS.

ABOVE: UNIVERSITY CENTER CAFETERIA-GRAND CENTRAL STATION
### ROOM AND BOARD RATES
Rates (including tax) are subject to change prior to the beginning of the academic year. Rates include sales tax for board.

<table>
<thead>
<tr>
<th>Residence Hall</th>
<th>Fall/Spring Semester (W/7 Day)</th>
<th>Summer I or II (W/7 Day)</th>
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<td><strong>WISELY HALL (5)</strong></td>
<td>14 MEALS $2,218</td>
<td>14 MEALS $829</td>
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<td><strong>TODD HALL (7)</strong></td>
<td>20 MEALS $2,112</td>
<td>20 MEALS $794</td>
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<td><strong>NORTH HALL (9)</strong></td>
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<td><strong>HALL 10</strong></td>
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</tr>
<tr>
<td><strong>HALL 20</strong></td>
<td>20 MEALS $2,218</td>
<td>20 MEALS $829</td>
</tr>
</tbody>
</table>

### MEAL PLANS
All students who live in residence halls are required to purchase a meal plan. Campus residents participate in either the 14-meal or 20-meal plan options. The campus dining facilities provide several options for campus residents, including traditional all-you-can-eat food courts as well as redemption/carryout locations. Locations include Grand Central Station, Union Station, East College Station and The Express. Additional features include Treat Yourself Right menu options for the health conscious diner. Campus dining has a registered licensed dietitian on staff to assist in the area of dietary needs. No evening meal is served on Sunday.

### DEPOSIT REFUNDS
Students wanting to cancel their reservation and receive a refund of their deposit must cancel in writing by July 15 for the fall semester, December 15 for the spring semester, May 10 for the first summer session and June 23 for the second summer session. Students canceling after these dates may request to transfer their deposit to a future semester or forfeit the deposit. Any further cancellations will result in forfeiture of the deposit.

### SPECIAL ACCOMMODATIONS
Students requiring special accommodations in residence halls or apartments may complete a Special Accommodation Request form. This form is available in the Housing Department (Austin Building, Room 131), or it may be mailed upon request. Completion of this form is requested for the purpose of providing reasonable housing accommodations for students with documented disabilities who have been accepted for admission to SFA and who plan to reside in university housing. Students must provide documentation of their disability to the Disability Services Office in order to be eligible for special accommodations. The Housing Department will consult with Disability Services and/or the Housing Accommodations Assessment committee regarding documentation and provision of accommodations.
SFA HAS ITS OWN POLICE DEPARTMENT ON CAMPUS THAT EMPLOYS 20 FULL-TIME CERTIFIED POLICE OFFICERS.

Living on campus provides more than just a place to stay. SFA provides a place you can call home. Students have a wonderful support system of the residence life staff team who make your residential living experience an enjoyable time in life.

SECURITY
SFA has its own police department on campus that employs 20 full-time certified police officers. UPD is available for services such as contacting students in an emergency situation, handling emergency and non-emergency calls, jumping dead car batteries, assisting when keys are locked in a car, providing escort service on campus after dark, transporting students to the hospitals and bus station, and various other duties.

There are approximately 75 yellow call boxes located on campus. Students can contact UPD by pressing a button on these phones. UPD employs student walkers who escort students across campus and assist students in entering their residence hall if their ID card doesn’t work after hours.

RESIDENCE HALL ASSOCIATION
The Residence Hall Association (RHA) is a student-led organization for all single men and women living in univerity residence halls. Through elected representatives, RHA speaks for the students on issues pertaining to residence hall living. Through active involvement with other students and the administration, programs and policies are developed in the academic, social and recreational areas. Every student living in a residence hall is automatically a member of RHA. RHA programs include annual events such as Parents Day, Casino Night, Christmas Tree Lighting Ceremony and Record Breaking Weekend.

QUIET/COURTESY HOURS
Reasonable quiet should be observed 24 hours a day to make the residence halls conducive to study. Individual halls may also set specific quiet or courtesy hours.
PARKING

Residential students are eligible for the convenience of on-campus parking. A parking permit may be obtained by making an application with the University Police Department. A fee is assessed and the student is given a window sticker that permits the student to park in designated residence hall parking area. If the student must park away from the hall at night, he or she may contact UPD for an escort to the residence hall.

LEFT TOP: HALL #10 LOBBY
LEFT BOTTOM: MAYES HALL #11 FRONT DESK
SECTION 1
APPLICANT INFORMATION
(PLEASE PRINT)

Name __________________________ SS# ____________________ - _______ - _______
   Last _______  First _______  M.I. _______

Permanent Address: ____________________
   Street (Route or Box) ____________________
   City _______  State _______  Zip _______

Home Phone (______) _______ - _______

Gender:  □ Male  □ Female

SECTION 2
BEGINNING SEMESTER
(CHOSE ONE)

□ Fall  □ Spring  □ Summer I  □ Summer II  Year _______

You will sign a contract upon confirmation of assignment.

SECTION 3
PREFERENCE INFORMATION

(A) Residence Hall Preferences

1st choice: ____________________

2nd choice: ____________________

3rd choice: ____________________

(B) Smoking Preference

Describe your smoking habit:  □ non smoker  □ smoker
I prefer that my roommate:  □ not smoke  □ smoke  □ no preference

(C) Meal Plan Choice

□ 7/14 - any 14 meals in a week  □ 7/20 - full meal plan, 20 meals a week, no Sunday evening meal

For credit card payment, please complete the information below and return by mail, or fax both sides to (936) 468-2207.

□ Mastercard  □ Visa  Exp. Date: ____________  Name on Card: ____________________

Amount: $ ____________  S.S.#: ____________  Card Number: ____________

Name of Student: ____________________  Signature: ____________________

Daytime Phone: ____________________

PLEASE COMPLETE OTHER SIDE
ROOMMATE INFORMATION
If you do not have a roommate request, do not complete this section.

List your roommate preference name and social security number. Requests must be mutual. Both you and your roommate must list the same residence hall choices on your application to increase your chances of being assigned to the same room. The Housing Department is not able to meet all roommate requests although preferences are accommodated when possible.

(A) Roommate Name ______________________________

(B) Roommate Social Security Number _______ - _______ - _______

Please read:
I make this application with the understanding that my Residence Hall Room and Board Contract will be for the period of a full academic year (fall and spring semesters). Exceptions include 1) applying for, meeting the criteria, and being granted permission to live off-campus, or 2) not maintaining student status. I understand that I will be charged for the entire contract period if I move off-campus without obtaining a permit. For more information concerning off-campus criteria, contact the Housing Department.

A $50 housing deposit must accompany this application if not already received for the period requested. If the student decides not to enroll at SFA after this fee has been paid, the application may be canceled and a refund received by notifying the Housing Department in writing no later than July 15 for the fall semester; December 15 for the spring semester; May 10 for the first summer term; or June 23 for the second summer term. Deposits received after the deadline dates are refundable until the official move-in date. Failure to cancel the application as outlined above will automatically forfeit the deposit or the student may request to reinstate their deposit for a future semester, although any further cancellation will result in forfeiture of the deposit. An additional $50 deposit must accompany the confirmation of the residence hall assignment and signed contract at the time the assignment is made. The Housing deposit will be forfeited if the housing facility is occupied for less than the entire semester or summer term. Applications will be accepted up to one year in advance; i.e. September 1 for the next fall, January 1 for the next spring, and June 1 for the next summer term.

Stephen F. Austin offers several special interest residence halls. Mays (11) and Hall 10 are equipped for students who desire a more structured living environment designed to enhance educational progress and ease the transition to a university campus. Required tutoring sessions and study hall hours must be attended. These two buildings are referred to as the Academic Enrichment Center. The Academic Excellence Center is a co-ed residence hall for students who desire a stimulating living environment designed to challenge academically talented individuals. Incoming freshmen students must have a minimum 1220 SAT or 27 ACT and graduate in the top 25% of their high school class. All applicants must meet entrance requirements and must contact the Housing Department for additional criteria at the time of application. We offer one floor in Kerr Hall and one floor in Wilson Hall as a quiet hour floor for students who prefer extended daily quiet hours. If you are interested in one of these programs, please indicate your preference on the front of this application.

Students who require special accommodations in residence halls are requested to submit their individual needs in writing on the Special Accommodations Request Form which is available upon request from the Housing Department. Students must provide documentation of their disability to the Disability Services office in order to be eligible for special accommodations. The Housing Department will consult with Disability Services and/or the university's Housing Accommodations Assessment Committee regarding documentation of a disability and provision of accommodations.

_________________________________  _____________________
Signature of Applicant                      Date
REQUEST FOR PROPOSAL

RFP NUMBER
RFP DINING-01

PROPOSAL MUST BE RECEIVED BEFORE:
5:00PM CST, THURSDAY, MARCH 8, 2001

MAIL PROPOSAL TO:
Stephen F. Austin State University
Purchasing Services
P. O. Box 13030
Nacogdoches, TX  75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:
Stephen F. Austin State University
Purchasing Services
2124 Wilson Drive
Nacogdoches, TX  75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at Stephen F. Austin State University Purchasing Services before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:
Diana Boubel
Stephen F. Austin State University
Purchasing Services
936-468-4037
email: dboubel@sfasu.edu
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Athletic Concessions Service Agreement
Campus Map
Residence Hall Features
INTRODUCTION

1.1 Scope of Proposal

(a) Stephen F. Austin State University, hereafter referred to as SFA, is seeking the following two proposals, each of which will be evaluated and awarded separately for food and beverage services for Stephen F. Austin State University.

i. Food and beverage services for the University, exclusive of all athletic venues including Homer Bryce Stadium, Field House, William R. Johnson Coliseum and Lumberjack Alley.

ii. Food and beverage services for all Athletic Concessions including Homer Bryce Stadium, Field House, William R. Johnson Coliseum, and Lumberjack Alley (Coliseum parking lot). The University desires to have the Athletic Concessions proposal include an alternate for the purchase of all existing equipment. The list of equipment will be provided as soon as available. Some equipment will be available for viewing at the pre-proposal conference and tour.

(b) Potential respondents shall carefully study all documents included herein. It is the respondent's responsibility to be aware of all requirements of the RFP document and all factors affecting the contractor's ability to perform upon award of a contract.

(c) Any data supplied with the RFP providing information regarding the size of the building, the number of residents, number of meal plan participants (except for the specific data polled), type of space, and similar such information is expressly noted to be an estimate for the general guidance of Contractor and is not intended to be specific and accurate as to detail. It is the contractor’s responsibility to ascertain the physical and technical properties of this activity.

1.2 Statement of Work

The primary objective of this Request for Proposal is twofold:

(a) to provide a comprehensive University food and beverage service program for the University's students, faculty, staff, invitees and visitors at the times and in the locations described in the 'University Food Service Agreement, Appendix A'. All services are to be provided in accordance with the University Food Service Agreement negotiated as a result of this Request for Proposal.
(b) to provide Athletic Concessions food and beverage service program for all
athletic and other activities in the Stadium, Coliseum and Lumberjack Alley at the
times and in the locations described in the 'Athletic Concessions Food Service
Agreement, Appendix A'. All services are to be provided in accordance with the
Athletic Concessions Food Service Agreement negotiated as a result of this
Request for Proposal.

1.3 Calendar of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Released</td>
<td>Wednesday, January 31, 2001</td>
</tr>
<tr>
<td>Pre-Bid Conference &amp; Site Visit</td>
<td>Thursday, February 15, 2001, 10:00am</td>
</tr>
<tr>
<td>RFP Due</td>
<td>Thursday, March 8, 2001, 5:00pm</td>
</tr>
<tr>
<td>RFP Opening</td>
<td>Friday, March 9, 2001, 10:00am</td>
</tr>
<tr>
<td>Proposal Evaluations</td>
<td>March through April, 2001</td>
</tr>
<tr>
<td>University Spring Break</td>
<td>March 12 through 16, 2001</td>
</tr>
<tr>
<td>Respondent Presentations</td>
<td>March 19 through April 6, 2001</td>
</tr>
<tr>
<td>Award</td>
<td>April, 2001 Board of Regents regularly scheduled meeting</td>
</tr>
</tbody>
</table>

Any vendor desiring to meet, lobby, or communicate with Dr. Jack Nelson, Director of
Auxiliary Services, any member of the Food Service Advisory Committee, the Athletic
Department representative, any member of the administration, or any member of the
Board of Regents, MUST COORDINATE these meetings through Dr. Jack Nelson's
Office and the meeting must occur BEFORE THE PRE-PROPOSAL CONFERENCE
AND TOUR. After the pre-proposal conference and tour all additional questions or
requests for information must be submitted in writing to the Director of Purchasing, who
will respond in writing to all potential contractors. Only faxed or mailed requests will be
honored after the pre-proposal conference and tour.

Failure to follow the above requirements for requests for meetings, or communications,
may forfeit consideration of the respondent's proposal.

1.4 Vendor Qualifications

(a) To be considered for this Agreement, the selected Contractor must:

i. have provided food service a minimum of 5 years on a college or university
campus;
ii. have provided board service to a minimum of 3000 diners;
iii. have a regional presence in South Central United States (Arkansas, Texas,
Louisiana, New Mexico, and Oklahoma)
(b) It is the purpose of this Request for Proposal to obtain as complete data as possible for each respondent to enable SFA to determine which respondent is best able to serve all of the criteria which are to be considered in the award of the operation of food and beverage, and concessions services. To this end, each respondent shall furnish as a part of the proposal a complete general description of experience in dining and food service operations. Included shall be the following:

i. name and address of operating company;
ii. address of regional office located in South Central United States;
iii. the duration and extent of experience in the operation of dining and food service operations; explain in detail;
iv. a list of similar operations and locations where you are or have operated dining and food service and give length of time, name of contact person of each operation and gross annual activity in the area of board, cash operations and catering, including the total number of diners on the board plan;
v. complete certified financial statements or annual report for the campus dining division prepared by a certified public accountant as of your last fiscal year of operation;
vi. a table of company organization and a plan for the administrative management and supervision staffing proposed for the services to be provided under the terms of this agreement;
vii. a list of the names of all the owners of the corporation;
viii. employee policy, training (including safety training) and benefit manuals or data sheets;
ix. recycling and environmentally sensitive product program information;
x. other such information as the vendor deems pertinent for consideration to SFA.

1.5 Contract Term

This contract will begin September 1, 2001, with an ending date of August 31, 2006. Thereafter, the term of this Agreement may be extended as mutually agreed upon. See 'University Food Service Agreement, Section 1' and 'Athletic Concessions Food Service Agreement, Section 1.'
1.6 Evaluation Criteria for Award

(a) After proposal tabulation and such investigation of Respondents as SFA deems appropriate, an award will be made to the Respondent whose proposal is judged to represent the BEST VALUE to SFA. The analysis will include, but not be limited to, (not listed in a particular ranking order):

i. rates charged to SFA;
ii. contractor’s previous and current record of performance and service;
iii. ability to render satisfactory service in this instance;
iv. availability of representatives to SFA for discussion and consultation;
v. conformance to required contract provisions;
vi. proposed renovations/capital improvements offered;

vii. support services provided to the local food service operation from the Contractor’s home and other offices;
viii. quality and staffing of local management and supervisory personnel to be assigned to the SFA account;
ix. the variety, options, flexibility, and quality to be offered in the board plan, cash operation, and catering activities;
x. company size, financial records, and stability;
xi. food service philosophy;
xii. customer relations;
xiii. commission proposed and minimum annual guarantee;
xiv. training programs for employees, supervisors, and managers;
xv. a determination of Good Faith Effort to contract with Historically Underutilized Businesses as submitted in the HUB Subcontracting Plan;
xvi. other considerations offered by Contractor.

(b) As part of the evaluation process, SFA may require presentations from the highest ranked Respondents. The presentations, to be held at SFA, will be conducted during the review process that is scheduled from date of proposal opening through April 2001.

(c) No recommendation for award will be made until SFA is fully satisfied that the Respondent is professionally competent and properly equipped to render dining and food service of the desired quality. SFA may require Respondent to submit confidential data that will include a projected operating statement based on current sales shown in this solicitation. If required, this statement will be requested after proposal opening and used by SFA in its evaluation of this respondent.

(d) SFA reserves the right to further negotiate, after proposals are opened, with any Respondent that submits a proposal. SFA may award a contract based on initial proposals received without any discussion of such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.
(e) Negotiations will in no way group Athletic Concessions with the University food and beverage service other than possible combined oversight and bonding (to reduce duplication of effort and cost in both areas) should the same contractor be awarded both contracts. Respondents must submit separate proposals. Cost negotiations will remain entirely separate. Proposals should not be presented in any way as to tie the two services together. While the same Contractor may be awarded both contracts, each contract will be independent of the other.

(f) Conditions that vary from specifications in the attached agreements that are not specifically and clearly marked will not be considered. SFA reserves the right to apply its definition to terms in instances where there is more than one interpretation. Failure of contractor to obtain clarification will not be the basis to alleviate compliance with agreement specifications.

(g) Stephen F Austin State University reserves the right to reject any and all proposals or any part thereof, or waive minor technicalities.

End of Introduction
2.1 Pre-Proposal Conference and Tour

(a) A MANDATORY pre-proposal conference is scheduled for 10:00am, Thursday, February 15, 2001 in the University Center on the campus of SFA. A tour is scheduled to take place after the pre-proposal meeting. **Please call Deborah Miller at (936) 468-3400 to schedule a reservation for a specific number of attendees, including the names and titles of those attending.** Questions will be answered during the pre-proposal conference and tour. After the pre-proposal conference and tour, additional questions or information must be submitted in writing to the Director of Purchasing, who will respond in writing to all potential contractors. Only faxed or mailed requests will be honored after the pre-proposal conference and tour.

(b) **Failure to attend the pre-proposal conference and tour of facilities will forfeit consideration of the respondent’s proposal.**

2.2 Submittal Deadline and Location

(a) All proposals must be received by SFA no later than 5:00pm, Thursday, March 8, 2001.

(b) Proposals are to be submitted to:

**MAIL PROPOSAL TO:**

Stephen F. Austin State University  
Purchasing Services  
P. O. Box 13030  
Nacogdoches, TX  75962-3030

**HAND DELIVER AND/OR EXPRESS MAIL TO:**

Stephen F. Austin State University  
Purchasing Services  
2124 Wilson Drive  
Nacogdoches, TX  75962

(c) Proposals will be publicly opened and read (Form of Proposal only) Friday, March 9, 2001 at 10:00am in the Austin Building, Third Floor, Room #305 Board Room.

(d) Late offers properly identified will be returned to Respondent unopened. Late offers will not be considered under any circumstances. Faxed or electronically mailed proposals will not be accepted.
2.3 Submittal Instructions

(a) All proposals must be submitted on the “Form of Proposal” enclosed with this package along with all required attachments. The University Form of Proposal provides for quotes for meal plan rates, casual meal rates and proposed renovation amounts. The Athletic Concessions Form of Proposal provides for quotes for commission, annual guarantee and purchase of existing equipment. Variations from the stated specifications will be specifically noted.

(b) Proposals are to be submitted in a point-by-point format with a referenced appendix for all lists, manuals, brochures and additional information requested. The Outline for Information to be Submitted (under Proposal Information) is to be used for reference. Failure to follow point-by-point presentation could be grounds for disqualification.

(c) Each respondent must submit at least one original proposal containing the bid bond or cashier’s check, HUB subcontracting plan, original signatures on the Execution of Offer and Form of Proposal and three complete copies.

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

2.4 Transition Plan

To assure a smooth transition and uninterrupted service of operations, Respondent will submit detailed transition plans as part of their proposal; one for University operations and one for Athletic Concessions operations.

2.5 Bid Bond

Each respondent is required to submit either a bid bond or a certified check made payable to Stephen F. Austin State University in the amount of twenty-five thousand dollars ($25,000). Only one bid bond is required for both proposals.

End of Proposal Conditions
3.1 Terms and Conditions

(a) The Terms and Conditions in the attached 'University Food Service Agreement' and 'Athletic Concessions Food Service Agreement' shall govern any Agreements issued as a result of this RFP solicitation.

(b) Additional or attached terms and conditions that are determined to be unacceptable to SFA may result in the disqualification of the proposal.

3.2 Open Records

SFA anticipates that the review of the proposals will be completed in April 2001 and award recommended to the Stephen F. Austin State University Board of Regents at their regularly scheduled meeting in April 2001. Due to the nature of the proposals, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and contracts, after all negotiations are completed, may be subject to open records.

3.3 Payment and Performance Bond

(a) At the time of contracting with SFA for University food and beverage service, the successful contractor shall execute a bond issued by a surety company authorized to do business in this state in the amount of three hundred, fifty thousand dollars ($350,000) payable to the State of Texas, and conditioned on the faithful performance of the obligations, agreements, and covenants of the contract.

(b) At the time of contracting with SFA for Athletic Concessions food and beverage service, the successful contractor shall execute a bond issued by a surety company authorized to do business in this state in the amount of fifty thousand dollars ($50,000) payable to the State of Texas, and conditioned on the faithful performance of the obligations, agreements, and covenants of the contract.

(c) Should the Contractor be awarded both the University and Athletic Concessions food and beverage service contracts, the bonding for the University contract may, at the University's discretion, satisfy the bonding requirement for Athletic Concessions.
3.4 **Initial Payment.** If the Contractor requests an initial payment at the beginning of each Contract Year in connection with the University Food Service Agreement, the Contractor shall clearly state the amount required in the submitted proposal. Any such advance shall be repaid to the University in nine (9) monthly installments. The first installment being due no later than October 31 and the last installment due no later than June 30 of each Contract year. Any proposed initial payment will be subject to negotiation.

3.5 **Historically Underutilized Businesses**

(a) In accordance with Texas Gov't Code, Title 10, Subtitle D, Chapter 2161 and General Services Commission (GSC) Rules, 1 TAC 111.11-111.28, state agencies are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards issued by the state. Each agency may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities.

(b) Procurement opportunities valued at $100,000 or greater **REQUIRE** that the potential contractor comply with the attached *EXHIBIT H:HUB Subcontracting Plan (HSP) Requirements for Utilization of Historically Underutilized Businesses (HUBs).* The potential contractor is responsible to submit a HSP in accordance with the requirements contained therein.

(c) The annual program goal for all Other Service contracts Stephen F. Austin State University expects to award in a fiscal year is 33% for Black Americans, Hispanic Americans, Women, Asian Pacific Americans and Native Americans.

(d) Stephen F. Austin State University has determined that sub-contracting opportunities for this procurement are probable.
(e) As a requirement of *Exhibit H: HUB Subcontracting Plan (HSP) Requirements for Utilization of Historically Underutilized Businesses (HUBs)*, SFA has enclosed a random list of potential HUB subcontractors selected from the GSC Centralized Master Bidders List for the following commodity classes. Please note this list is not all inclusive. **Any product or service not provided with vendor's own resources or employees is subject to the requirements of Exhibit H.**

<table>
<thead>
<tr>
<th>Class</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 192</td>
<td>Cleaning Compositions, Detergents, Solvents, And Strippers Prepackaged</td>
</tr>
<tr>
<td>Class 200-85</td>
<td>Uniforms, Blended Fabric</td>
</tr>
<tr>
<td>Class 200-86</td>
<td>Uniforms, Cotton</td>
</tr>
<tr>
<td>Class 200-87</td>
<td>Uniforms, Synthetic Fabric</td>
</tr>
<tr>
<td>Class 375</td>
<td>Foods: Bakery Products (Fresh)</td>
</tr>
<tr>
<td>Class 380</td>
<td>Foods: Dairy Products (Fresh)</td>
</tr>
<tr>
<td>Class 385</td>
<td>Foods, Frozen</td>
</tr>
<tr>
<td>Class 390</td>
<td>Foods: Perishable</td>
</tr>
<tr>
<td>Class 393</td>
<td>Foods: Staple Grocery And Grocer's Miscellaneous Items</td>
</tr>
<tr>
<td>Class 906-07</td>
<td>Architectural Services, Professional</td>
</tr>
<tr>
<td>Class 931-16</td>
<td>Bakery Equipment Maintenance and Repair</td>
</tr>
<tr>
<td>Class 931-30</td>
<td>Cafeteria and Kitchen Equipment, Commercial, Maintenance and Repair</td>
</tr>
<tr>
<td>Class 931-40</td>
<td>Food Processing and Canning Equipment Maintenance and Repair</td>
</tr>
<tr>
<td>Class 962-19</td>
<td>Cafeteria and Restaurant Service</td>
</tr>
<tr>
<td>Class 962-69</td>
<td>Personnel Services, Temporary</td>
</tr>
</tbody>
</table>

(f) The potential professional/contractor/vendor is hereby advised of the following other possible sources of potential HUB subcontractors:

i. GSC CMBL  ([www.gsc.state.tx.us/cmbl/cmblhub.html](http://www.gsc.state.tx.us/cmbl/cmblhub.html));
ii. GSC HUB Directory ([www.gsc.state.tx.us/cmbl/cmblhub.html](http://www.gsc.state.tx.us/cmbl/cmblhub.html));
iii. City of Houston web site;
iv. City of Dallas web site;
v. City of Austin web site;
vi. Travis County web site;
vii. Houston Minority Business Council;
viii. Texas Association of Mexican American Chambers of Commerce;
ix. North Texas Regional Certification Agency;
x. City of Dallas - Women's Business Initiative;
xi. Minority Business Yellow Pages;
xii. World Wide Minority Business network;
xiii. Minority Business Development Agency

(g) After contract award, vendor will be required to submit any changes to the HUB Subcontracting Plan in accordance with Exhibit H.
(h) After contract award, vendor will be required to report monthly all payments made
to any subcontractor in accordance with Exhibit H.

End of General Information
PROPOSAL INFORMATION

4.1 Outline For Information To Be Submitted for University Food and Beverage Service Proposal

The following order is to be used for the submission of the University Food Service Proposal. It is intended to allow for a facilitated review and comparison of proposals received. Failure to follow point-by-point presentation may be grounds for disqualification. Subsection breaks should be used where appropriate. A referenced appendix for all lists, manuals, brochures and additional information requested is acceptable.

Section I

- Bid bond, Paragraph 2.5 of Proposal Conditions (one for both proposals is acceptable);
- Execution of Offer, Paragraph 4.3 of Proposal Information (one for both proposals is acceptable);
- Form of Proposal for University Food and Beverage Services, Paragraph 4.4 of Proposal Information;
- Historically Underutilized Business (HUB) Subcontracting Plan, Paragraph 3.5 of General Information and Other Attachments-Exhibit H: Requirements for Utilization of Historically Underutilized Businesses

Section II

- Proposal Table of Contents;
- Copy of 'University Food Service Agreement' (do pen mark-up of sections to be revisited)

Section III

- Items listed in paragraph 1.4(b) of Introduction (one for both proposals is acceptable)

Section IV

- Transition plan as requested in paragraph 2.4 of Proposal Conditions
Section V

- Additional Information to include but not be limited to:
  - Energy conservation plan;
  - Sanitation/cleaning plan and method to assure compliance;
  - Proposed renovations including artist’s renditions and estimated costs. All funds will be deposited to SFA accounts and renovations will be contracted by SFA under State of Texas construction and renovation guidelines. All Architect/Engineers and Construction Management will be performed under the jurisdiction of SFA. Any costs over estimated amounts are to be paid by Contractor. The proposer should increase estimates by 5-10% to allow for required State of Texas terms and conditions related to State liabilities involved in renovation contracts.

Section VI

- Board Operations Information to include but not be limited to:
  - Menus to be offered with portion sizes, product name if appropriate, and description in each facility;
  - Specialty meal programs to be offered;
  - Proposed plan for offering meal plans to non-resident students, faculty and staff;
  - Marketing plan for board operations;
  - Regional or National Branded concepts and menus to be offered;
  - Fast Food Concepts and Menus to be offered
Section VII

• Cash Operations Information to include but not be limited to:
  
  ▪ Plans for the following locations addressing requirements for specifications in the agreement with regard to branded concept offerings, as well as menu, price and portion, and product brand names as appropriate. Signage and initial changes required are to also be addressed. Transition plan as required in Paragraph 2.4 of Proposal Conditions is to address implementation dates.

  (1) Hungry Jack (University Center Building)
  (2) The Depot (University Center Building)
  (3) The Junction (Library)

  ▪ Any condition to service hours under which plans and financial consideration are offered;
  ▪ Marketing plan for cash operations.

Section VIII

• Catering Information to include but not be limited to:

  ▪ Catering manual including menu, price and portion;
  ▪ Description of catering services that Contractor is capable of offering including décor services;
  ▪ Organization chart for catering department to include recommended candidate resumes.

Section IX

• Administrative Information to include but not be limited to:

  ▪ Samples of invoices, reports and profit and loss statements
4.2 Outline For Information To Be Submitted for Athletic Concessions Food and Beverage Service Proposal

The following order is to be used for the submission of the Athletic Concessions Food and Beverage Service Proposal. It is intended to allow for a facilitated review and comparison of proposals received. Failure to follow point-by-point presentation could be grounds for disqualification. Subsection breaks should be used where appropriate. A referenced appendix for all lists, manuals, brochures and additional information requested is acceptable.

Section I

- Bid bond, Paragraph 2.5 of Proposal Conditions (one for both proposals is acceptable);
- Execution of Offer, Paragraph 4.3 of Proposal Information (one for both proposals is acceptable);
- Form of Proposal for Athletic Concessions Food and Beverage Service, Paragraph 4.5 of Proposal Information;
- Historically Underutilized Business (HUB) Subcontracting Plan, Paragraph 3.5 of General Information and Other Attachments-Exhibit H: Requirements for Utilization of Historically Underutilized Businesses

Section II

- Proposal Table of Contents;
- Copy of 'Athletic Concessions Food Service Agreement' (do pen mark-up of sections to be revisited)

Section III

- Items listed in paragraph 1.4(b) of Introduction (one for both proposals is acceptable)

Section IV

- Transition plan as requested in paragraph 2.4 of Proposal Conditions
Section V

- Concessions Operations Information to include but not be limited to:
  - Plans for the following locations addressing requirements for specifications in the agreement with regard to menu, price and portion, and product brand names as appropriate. Transition plan as required in Paragraph 2.4 of Proposal Conditions is to address implementation dates.
    1. Homer Bryce Stadium
    2. William R. Johnson Coliseum
    3. Lumberjack Alley
  - Any condition to service hours under which plans and financial consideration are offered;
  - Marketing plan for Athletic Concessions

Section VI

- Additional Information to include but not be limited to:
  - Sanitation/cleaning plan and method to assure compliance
4.3 EXECUTION OF OFFER

RFP DINING-01

DATE: __________________________

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

By executing this offer, offerer affirms that he/she 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 offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offerer may be removed from all bid lists.

By signature hereon, the offerer hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas.

By the signature hereon affixed, the offerer hereby certifies that neither the offerer nor the firm, corporation, partnership, or institution represented by the offerer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust 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, offerer certifies that if a Texas address is shown as the address of the offerer, offerer qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of offerer. Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer. If this number is not known, complete the following:

1. Enter your Federal Employer's Identification Number __________________________
2. Sole owner should also enter Social Security Number______-_____-______

Payee Identification Number (PIN): __________________________
Sole Owner should also enter Social Security No.: __________________________
Proposer/Company: __________________________
Signature (INK): __________________________
Name (Typed/Printed): __________________________
Title: __________________________
Street: __________________________
City/State/Zip: __________________________
Telephone No.: __________________________

Check Below if Preference Claimed under Rule 1 TAC 113.6(b)(3) and 113.8

(____) Texas produced supplies, materials, and equipment
(____) Texas agricultural products
(____) USA produced supplies, materials or equipment
(____) Historically Underutilized Business certified by GSC
(____) Products of persons with mental or physical disabilities
(____) Products made of recycled materials
(____) Energy efficient products
(____) Rubberized asphalt paving material
(____) Recycled motor oil and lubricants

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.
4.4 FORM OF PROPOSAL FOR UNIVERSITY FOOD AND BEVERAGE SERVICES

For performing the service as outlined below and in accordance with the specifications in the University Food Service Agreement, RFP Introduction, Proposal Conditions, General Information, Proposal Information, Information for Vendors and Other Attachments, Contractor agrees to enter into the Agreement (five year term) for the sum of:

A. Meal Plans

(1) $___________ per person per day for persons regularly entitled to 20 meals per week for the Fall or Spring semester.

(2) $___________ per person per day for persons regularly entitled to any 14 meals per week for the Fall or Spring semester.

(3) $___________ per person per day for persons regularly entitled to 5 meals per week for the Fall or Spring semester.

(4) $___________ per person per day for persons regularly entitled to 14 meals per week for the Summer semesters.

(5) $___________ per person per day for persons regularly entitled to 20 meals per week for the Summer semesters.

(6) $___________ per person per day for persons regularly entitled to 7 meals per week for the Summer semesters.

B. Casual Meal Rate

(1) $___________ Breakfast

(2) $___________ Lunch

(3) $___________ Dinner

(4) $___________ Sack Lunch

C. Proposed Renovation

Total Value of Renovation $__________________________

D. Initial Payment

Initial Payment, if requested $__________________________ (see Paragraph 3.4)
4.5 FORM OF PROPOSAL FOR
ATHLETIC CONCESSIONS FOOD AND BEVERAGE SERVICES

For performing the service as outlined below and in accordance with the specifications in the
Athletic Concessions Food Service Agreement, RFP Introduction, Proposal Conditions, General
Information, Proposal Information, Information for Vendors and Other Attachments, Contractor
agrees to enter into the Agreement (five year term) for financial consideration to the University
of:

A. Commissions

(1) % of Net Receipts on all exclusive Concessions sales

(2) % of Net Receipts on all non-exclusive Concessions sales

B. Minimum Guarantee

$ per Contract Year

PLUS first year only Purchase of Existing Concessions Equipment $__________________

C. Minimum Guarantee (Alternate)

$ per Contract Year

EXCLUDING Purchase of Existing Concessions Equipment
End of Proposal Information
INFORMATION FOR VENDORS

5.1 SFA General Information

Stephen F. Austin State University in Nacogdoches, Texas is located in one of the most beautiful and historic college settings in the state. No one can write of the history of Texas without including Nacogdoches, a historic city that became a gateway from the United States to the vast Texas frontier. Often referred to as the “cradle of Texas liberty,” Nacogdoches was home to three early attempts to establish a Republic of Texas and has flown a total of nine flags as opposed to the six that have flown over Texas.

Surrounded by the Oldest Town in Texas, SFA’s campus is well known for its traditional architecture, beautiful landscaping and a virtual forest of stately trees, mostly East Texas pines. Nestled in the East Texas Piney Woods, Nacogdoches boasts a population of approximately 30,000 citizens, many of whom work at the University and all of whom support the institution and its students. Aside from history, Nacogdoches today is where nature’s beauty can be appreciated. It is where old ways linger and hospitality still comes naturally. The city is a treasure trove of historic, academic and cultural significance in a relaxed, personal atmosphere where family and friends are valuable commodities. Major events, both those related to the University and those promoted by a viable and active Convention and Visitors Bureau, draw thousands of visitors to Nacogdoches each year. Approximately 40 annual summer camps hosted by the University attract more than 7,800 participants during the course of a normal summer term.

Since its founding in 1923, Stephen F. Austin State University has established a reputation of providing a traditional, residential college experience based on excellence in teaching and respect for its more than 11,000 students, more than 3,000 of whom make SFA residence halls their home-away-from-home. With teaching as its primary mission, SFA is truly a student-centered institution where the ideas and opinions of students are factored into each and every program and service provided by the University.
Faculty members at SFA are, first of all, teachers. They are also scholars, researchers, authors, consultants and leaders in their professional fields. Our goal is to provide students with the best undergraduate education possible, using what is learned through research and service to enhance teaching.

With a student-to-faculty ratio of approximately 19-to-1 and an average class size of 28, SFA provides students with excellent opportunities for personal attention from professors. More than 80% of our full-time faculty hold the highest degree in their fields. Full-time faculty teaches approximately 85% of all semester hours earned at SFA.

Our faculty strives to assist students in obtaining internships, finding employment and entering graduate school. Because we are a relatively small community, students may find themselves being greeted by name by faculty members at athletic events, fine arts performances or while out in the town.

At SFA, students are provided excellent learning facilities. The 28 instructional buildings house more than a dozen computer laboratories for student use.

Steen Library is one of the largest in Texas. Its professional staff is ready and able to support students in research using computerized catalog and databases that can be accessed online. Students also are aided in traditional text-based research. The Library Information Network Center has 130 computer work stations available to students.

SFA students have access to a variety of laboratories, studios and other teaching facilities. Students using these facilities get hands-on experience with tools they can use long after graduation.

Students who choose SFA typically prefer a smaller university at which they can be recognized as individuals by the faculty, staff and other students. They realize that education takes place beyond the classroom as well as within and are ready to develop self-confidence and leadership skills through participation in extracurricular activities and organizations.

Whatever the academic goals of the students electing to attend SFA, he or she will find an attractive environment conducive to meeting those goals.
5.2 University Food Service Operations Data Sheet

Board Plans

FY00 Sales (8/25/99-8/11/00)* $ 3,757,904.47
*Per contractor invoices and Auxiliary Services Records

### FY00 Fall and Spring Semesters

<table>
<thead>
<tr>
<th>Plan</th>
<th>FY00 Daily Rate Fall/Spring</th>
<th>Average # of Boarders Fall 1999</th>
<th>Average # of Boarders Spring 2000</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/20</td>
<td>$5.146</td>
<td>1405</td>
<td>1001</td>
</tr>
<tr>
<td>7/14</td>
<td>$4.653</td>
<td>2370</td>
<td>2029</td>
</tr>
<tr>
<td>5/5</td>
<td>$4.087</td>
<td>38</td>
<td>32</td>
</tr>
</tbody>
</table>

### FY00 Summer Terms

<table>
<thead>
<tr>
<th>Plan</th>
<th>FY00 Daily Rate Summer</th>
<th>Average # of Boarders Summer I</th>
<th>Average # of Boarders Summer II</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/20</td>
<td>$10.647</td>
<td>61</td>
<td>50</td>
</tr>
<tr>
<td>7/14</td>
<td>$7.558</td>
<td>168</td>
<td>134</td>
</tr>
<tr>
<td>7/7</td>
<td>$4.087</td>
<td>45</td>
<td>37</td>
</tr>
</tbody>
</table>

Casual Meal Rates for 1999-2000

- Breakfast: $3.97
- Lunch: $5.04
- Sack Lunch: $3.88
- Dinner: $5.44

Conference/Camp/Catering Sales

Commission rate 10.5%

- University commission on catering sales (8/25/99-8/11/00): $64,771.97
- Annual sales net of commission (8/25/99-8/11/00): $552,103.93
### University Food Service Operations Data Sheet (cont'd)

**Cash Operations**

<table>
<thead>
<tr>
<th>Franchise</th>
<th>Annual Sales*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blimpies</td>
<td>$67,452.65</td>
</tr>
<tr>
<td>Dunkin Donuts</td>
<td>$7,424.72</td>
</tr>
<tr>
<td>Starbucks</td>
<td>$36,278.72</td>
</tr>
<tr>
<td>Pizza</td>
<td>$2,785.00</td>
</tr>
<tr>
<td>Hungry Jack</td>
<td>$108,313.95</td>
</tr>
<tr>
<td>Cafeteria cash sales</td>
<td>$78,916.07</td>
</tr>
</tbody>
</table>

*Per contractor year end operating statement

Annual Sales* $301,171.11

Commission rate 10.5% except for Blimpie franchise which is 5%

University commission on cash operations $27,913.00

Cash operations net of commission $273,258.11

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### 5.3 Athletic Concessions Operations Data Sheet

**Athletic Concessions**

*per contractor year end operating statement

| Annual sales | $130,596.00 |

Commission (17% w/$25000 minimum) $25,000.00

Athletic concession sales net of commission $105,596.00
5.4 Exclusive Pour Information

The Contractor shall abide by any contract executed by the University for exclusive pouring rights on the Stephen F. Austin State University campus. The University's existing beverage contract is currently under review. In the event of a change in beverage contract, Contractor agrees that it will make the necessary changes to provide approved beverages. The Contractor agrees to abide by all beverage contractual agreements made by the University regarding the use of branded containers and advertising.

The Contractor will use sound business judgement when making purchasing decisions to best meet the objectives of this agreement including, but not limited to, buying from local purveyors where the local purveyor can provide the beverage at equal or better pricing than other sources.

For purposes of this RFP and any resulting contracts, beverage is defined as all carbonated and non-carbonated non-alcoholic beverages for independent consumption, including but not limited to non-alcoholic beverages with nutritive or non-nutritive sweeteners; naturally or artificially flavored non-alcoholic beverages; flavored or unflavored drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made. Notwithstanding the foregoing, "beverages" shall not include branded or unbranded freshly brewed coffees, unbranded freshly brewed teas, branded or unbranded herbal tea sold in a bag and made by consumer, milk, flavored milk, tap water, juice squeezed fresh on the premises, juice drinks made fresh on the premises, hot chocolate, smoothies, yogurt-based drinks, club soda, and tomato or V-8 vegetable juice.

End of Information For Vendors

End of Request For Proposal