



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND BUSINESS SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP NUMBER

VENDING SERVICES-22

ADDENDUM NO. 2

Dated: 05/06/2022

PROPOSAL MUST BE RECEIVED BEFORE:

THURSDAY, MAY 12, 2022 AT 5:00 P.M.

MAIL PROPOSAL TO:

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

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement and Business Services
2102 Alumni Drive, Austin Bldg., Room 131
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
Procurement Services** before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:

Kay Johnson
Stephen F. Austin State University
Procurement Services
936-468-6550
email: johnsondk6@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #VENDING SERVICES-22**

ADDENDUM NO. 2

**THIS ADDENDUM DOES NOT HAVE TO BE ACKNOWLEDGED FOR THE
RESPONSE TO RECEIVE CONSIDERATION.**

**Please note the following responses to questions received that were not included
in Addendum No. 1:**

1. On the performance bond, is it a new one each year or can it be rolled over from one year to the next? Or is it one bond for the first 5 years and then another for the second 5 if y'all elect to extend the contract?

Answer: Yearly.



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND BUSINESS SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP NUMBER

VENDING SERVICES-22

ADDENDUM NO. 1

Dated: 05/05/2022

PROPOSAL MUST BE RECEIVED BEFORE:

THURSDAY, MAY 12, 2022 AT 5:00 P.M.

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Business Services
P. O. Box 13030
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REFER INQUIRIES TO:

Kay Johnson
Stephen F. Austin State University
Procurement Services
936-468-6550
email: johnsondk6@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #VENDING SERVICES-22**

ADDENDUM NO. 1

**THIS ADDENDUM DOES NOT HAVE TO BE ACKNOWLEDGED FOR THE
RESPONSE TO RECEIVE CONSIDERATION.**

SECTION 3

3.2 RECOMMENDED SITE VISIT: See attached site visit sign in sheets.

Please note the following responses to questions received:

1. What's the College reopening plan for the Fall Semester regarding presential or online classes?

Answer: Normal operations with a mix of face-to-face and online classes.

2. What is the estimated full-time enrolment after the current COVID-19 for the upcoming Fall Semester?

Answer: 12,000.

3. Who is your current Snack, Beverage & Food Service Vending Provider?

Answer: Accent Food Services

4. Are there any Micro Markets at the College? If not, are there any plans to add Micro Markets?

Answer: Yes, but under a different contract. This contract is snack vending only.

5. Does the College have an Exclusive Beverage Vending and Pouring Rights agreement? If so, who is the vendor and when does this contract end?

Answer: Yes, Coca Cola Southwest Beverages, LLC. Contract term expires 5/31/23.

6. Could you please provide annual Sales by machine (Pre-COVID), commission rates, and amount of commissions paid?

Answer: Attached is our fiscal year 2019 (September 2018-August 2019), the last full year of pre-COVID sales/commissions.

7. Could you please provide present commission rate/s received?

Answer: We currently receive a 20% commission rate on net sales.

8. Did you receive MAG from Current Operator? If so, could you please provide us the MAG received over each of the last 5 Years and Current Year?

Answer: Yes.

Minimum Annual Guarantee

2021-2022: \$40,000

2020-2021: \$40,000

2019-2020: \$40,000

2018-2019: \$40,000

2017-2018: \$38,200

2016-2017: \$38,200

9. Can you provide us with any corporate sponsorship or additional incentives that may currently be received?

Answer: We do not receive any incentives or sponsorships related to vending.

10. What is the current vending machine pricing by product category (Chips, Candies, Cookies, Pastries, etc.)?

Answer: Chips - \$1.50

Candies - \$1.75

Cookies - \$1.75

Pastries - \$2.00

11. Is there a surcharge for credit card transactions, if so, what is the amount? Does the University have a student card for cashless purchases? If so, what the the fees and who is the student card processor?

Answer: Our current vending machines do not accept SFA ID cards as payment. Some of our current vending machines do have credit card readers, however, if there is a surcharge for credit card transactions, those are not passed on to SFA.

12. Is the proposed contract term negotiable?

Answer: Please refer to RFP section 1.2.

13. How often has the current vendor(s) requested a price change in the past two years?

Answer: We have had no requests for price changes in the past 2 years.

14. What venues (convenience stores, markets, retail) that directly compete with vending do you have in campus?

Answer: Bookstore, Market at BPSC, Market at STEM

15. Can you please provide a couple of pictures of your present vending machines in place?

Answer: See picture below



We have a mix of 5 across and 4 across vending machine styles. These are the only styles of snack vending machines we have on campus.

16. Can you say how many people use the machines annually?

Answer: We do not have any available data on how many people use the machines annually.

17. Is any preference given to minority or disadvantaged vendors?

Answer: SFA has Historically Underutilized Business (HUB) goals and information on our HUB program posted on the procurement website. Please refer to the evaluation criteria listed in the RFP section 3.6.3.

18. What is your fiscal year?

Answer: September 1 – August 31.

19. On the performance bond, is it a new one each year or can it be rolled over from one year to the next? Or is it one bond for the first 5 years and then another for the second 5 if y'all elect to extend the contract?

Answer:

20. Do you require an annual minimum guarantee with every proposal? We have never done any guarantees like that with any of our current or previous customers. We just make it all strictly based off the sales. During Covid, a lot of vendors lost a lot of money because of those guarantees. As you can see with the annual sales, they were down tremendously due to Covid and if there was a minimum guarantee, there is no way the vendor was making enough money to cover that.

Answer: Yes, we will require a minimum guarantee in order to predict accurate revenue for our annual budget development.

21. What are the financial statements used for? We have bid a lot of college and school districts, state contracts, and other large accounts, and never been asked for our financial statements.

Answer: This required by Texas Government Code, Section 2252.063, Payment Statement.

- (a) A contractor must provide to the contracting state agency payment statements derived from sales tax reports.
- (b) The contractor annually must provide the payment statements in accordance with the requirements of the state agency.
- (c) A payment statement must be certified by a certified public accountant licensed in this state.



SIGN IN SHEET

Company Name: Vend Buffet Email: tvaugus@vend-buffet.com
Representative Name: Tambra Vaugus Phone: (936) 645-4966 Fax: _____
Address: 704 Webber City: Lufkin St/Zip: 75904

Company Name: Vend-Buffet Email: phaney@vend-buffet.com
Representative Name: Patrice Hamey Phone: 936-639-2421 Fax: _____
Address: 704 Webber City: Lufkin St/Zip: 75904

Company Name: Lone Star Vending Email: joshua@lonestervending.net
Representative Name: Joshua Gull Phone: 903-758-8639 Fax: _____
Address: 125 Lone Star Pkwy City: White Oak St/Zip: TX 75693

ACCENT FOOD SERVICES
16209 CENTRAL COMMERCE DR
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	09/01/2018 - 09/30/2018
Gross Sales	\$15,245.90
Net Sales	\$14,429.67
Commission	\$2,885.94

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$275.45	\$14.93	\$260.52	20.00%	\$52.10	\$10,234.15
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8502 (AUSTIN BLDG) - Snack

\$98.25	\$5.35	\$92.90	20.00%	\$18.58	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$283.70	\$15.59	\$268.11	20.00%	\$53.62	\$63,085.45
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8584 (EARLY CHILDHOOD DEV) - Snack

\$90.85	\$5.05	\$85.80	20.00%	\$17.16	\$13,519.85
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13343 (FIELDHOUSE) - Snack

\$259.70	\$13.39	\$246.31	20.00%	\$49.26	\$1,653.70
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8877 (FORESTRY BLDG) - Snack

\$675.25	\$34.10	\$641.15	20.00%	\$128.23	\$66,996.80
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8886 (GRIFFITH ARTS BLDG) - Snack

\$252.70	\$13.60	\$239.10	20.00%	\$47.82	\$11,671.70
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8867 (GROUNDS & TRANS) - Snack

\$122.60	\$6.22	\$116.38	20.00%	\$23.28	\$2,334.45
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8875 (HALL 10) - Snack

\$199.70	\$9.83	\$189.87	20.00%	\$37.97	\$8,414.30
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117 (HALL 11) - Snack

\$118.00	\$5.67	\$112.33	20.00%	\$22.47	\$5,045.45
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8863 (HALL 12) - Snack

\$92.55	\$4.74	\$87.81	20.00%	\$17.56	\$4,518.50
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8110 (HALL 14) - Snack

\$798.80	\$43.21	\$755.59	20.00%	\$151.12	\$143,486.65
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902258 (HALL 15) - Snack

\$1,143.05	\$56.92	\$1,086.13	20.00%	\$217.23	\$100,762.25
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8859 (HALL 16) - Snack

\$720.40	\$39.00	\$681.40	20.00%	\$136.28	\$141,538.40
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8866 (HALL 17) - Snack

\$614.55	\$32.87	\$581.68	20.00%	\$116.34	\$125,108.45
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4093 (HALL 18) - Snack

\$677.65	\$34.86	\$642.79	20.00%	\$128.56	\$83,795.10
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8872 (HALL 20) - Snack

\$397.10	\$20.97	\$376.13	20.00%	\$75.23	\$11,138.10
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8879 (HALL 9) - Snack

\$58.20	\$2.89	\$55.31	20.00%	\$11.06	\$3,867.60
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3236 (HOUSING AND PRINT SHOP) - Snack

\$189.80	\$9.86	\$179.94	20.00%	\$35.99	\$27,011.50
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8625 (HUMAN SCIENCE NORTH) - Snack

\$23.55	\$1.20	\$22.35	20.00%	\$4.47	\$1,911.00
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$28.00	\$1.56	\$26.44	20.00%	\$5.29	\$2,817.65
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15182 (LIBRARY) - Snack

\$1,309.05	\$59.38	\$1,249.67	20.00%	\$249.93	\$128,132.45
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19338 (LIBRARY) - Snack

\$939.70	\$50.51	\$889.19	20.00%	\$177.84	\$95,077.90
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8844 (LIBRARY) - Snack

\$1,100.95	\$83.69	\$1,017.26	20.00%	\$203.45	\$106,761.60
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9833 (LIBRARY) - Snack

\$176.60	\$7.00	\$169.60	20.00%	\$33.92	\$38,829.75
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8861 (LIBRARY STAFF) - Snack

\$88.60	\$5.16	\$83.44	20.00%	\$16.69	\$5,055.00
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14150 (LUMBER JACK LANDING) - Snack

\$604.35	\$33.35	\$571.00	20.00%	\$114.20	\$30,891.55
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

\$323.00	\$17.24	\$305.76	20.00%	\$61.15	\$48,010.90
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9827 (LUMBER JACK VILLAGE #1) - Snack

\$489.80	\$26.97	\$462.83	20.00%	\$92.57	\$83,134.65
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$37.65	\$1.97	\$35.68	20.00%	\$7.14	\$102.60
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8718 (LUMBER JACK VILLAGE #3) - Snack

\$48.65	\$3.00	\$45.65	20.00%	\$9.13	\$14,608.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
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8857 (MCKIBBEN) - Snack

\$548.25	\$29.08	\$519.17	20.00%	\$103.83	\$124,107.10
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8845 (Nursing School) - Snack

\$262.10	\$13.30	\$248.80	20.00%	\$49.76	\$7,980.70
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80207 (POLICE STATION) - Snack

\$127.05	\$6.78	\$120.27	20.00%	\$24.05	\$4,948.45
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9037 (POLICE STATION) - Food

\$0.30	\$0.01	\$0.29	20.00%	\$0.06	\$102,969.45
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8862 (PURCHASING) - Snack

\$76.45	\$3.91	\$72.54	20.00%	\$14.51	\$7,666.60
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9826 (Rec Center) - Snack

\$255.35	\$12.80	\$242.55	20.00%	\$48.51	\$184,650.35
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8864 (RUSK BLDG) - Snack

\$157.05	\$8.69	\$148.36	20.00%	\$29.67	\$9,191.25
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8583 (SFA ART BLDG) - Snack

\$361.65	\$17.93	\$343.72	20.00%	\$68.74	\$13,823.85
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8652 (Shelton Gym) - Snack

\$525.10	\$26.10	\$499.00	20.00%	\$99.80	\$5,334.40
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8570 (SOCIAL WORK) - Snack

\$52.60	\$3.03	\$49.57	20.00%	\$9.91	\$33,851.75
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8673 (UC - 3RD FLOOR) - Snack

10/2/2018

Commissions - Seed

\$0.00	\$0.00	\$0.00		\$0.00	\$12,292.68
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6123 (UC CENTER) - Snack

\$596.35	\$31.82	\$564.53	20.00%	\$112.91	\$71,931.35
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8702 (WISELY HALL) - Snack

\$45.45	\$2.70	\$42.75	20.00%	\$8.55	\$1,150.55
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ACCENT FOOD SERVICES
16209 CENTRAL COMMERCE DR
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	10/01/2018 - 10/31/2018
Gross Sales	\$19,698.90
Net Sales	\$18,659.63
Commission	\$3,731.92

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$204.15	\$10.75	\$193.40	20.00%	\$38.68	\$10,438.00
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8502 (AUSTIN BLDG) - Snack

\$132.15	\$6.55	\$125.60	20.00%	\$25.12	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$423.85	\$23.71	\$400.14	20.00%	\$80.03	\$63,508.90
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8584 (EARLY CHILDHOOD DEV) - Snack

\$168.80	\$9.26	\$159.54	20.00%	\$31.91	\$13,680.35
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13343 (FIELDHOUSE) - Snack

\$468.65	\$24.30	\$444.35	20.00%	\$88.87	\$2,120.90
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8877 (FORESTRY BLDG) - Snack

\$739.80	\$37.39	\$702.41	20.00%	\$140.48	\$67,742.15
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8886 (GRIFFITH ARTS BLDG) - Snack

\$560.10	\$29.33	\$530.77	20.00%	\$106.15	\$12,232.85
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8867 (GROUNDS & TRANS) - Snack

\$225.45	\$11.69	\$213.76	20.00%	\$42.75	\$2,563.20
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8875 (HALL 10) - Snack

\$175.60	\$8.72	\$166.88	20.00%	\$33.38	\$8,590.45
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117 (HALL 11) - Snack

\$63.40	\$3.26	\$60.14	20.00%	\$12.03	\$5,108.70
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8863 (HALL 12) - Snack

\$193.95	\$8.94	\$185.01	20.00%	\$37.00	\$4,702.05
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8110 (HALL 14) - Snack

\$765.50	\$39.38	\$726.12	20.00%	\$145.22	\$144,235.60
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902258 (HALL 15) - Snack

\$1,595.40	\$80.73	\$1,514.67	20.00%	\$302.93	\$102,357.50
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8859 (HALL 16) - Snack

\$941.85	\$48.98	\$892.87	20.00%	\$178.57	\$142,484.30
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8866 (HALL 17) - Snack

\$965.30	\$51.14	\$914.16	20.00%	\$182.83	\$126,071.45
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4093 (HALL 18) - Snack

\$933.80	\$48.15	\$885.65	20.00%	\$177.13	\$84,736.25
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8872 (HALL 20) - Snack

\$682.05	\$35.01	\$647.04	20.00%	\$129.41	\$11,821.45
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8879 (HALL 9) - Snack

\$134.65	\$6.53	\$128.12	20.00%	\$25.62	\$4,000.85
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3236 (HOUSING AND PRINT SHOP) - Snack

\$82.95	\$4.30	\$78.65	20.00%	\$15.73	\$27,095.35
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8625 (HUMAN SCIENCE NORTH) - Snack

\$52.05	\$2.81	\$49.24	20.00%	\$9.85	\$1,963.70
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$85.10	\$4.87	\$80.23	20.00%	\$16.05	\$2,899.10
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15182 (LIBRARY) - Snack

\$1,909.85	\$84.94	\$1,824.91	20.00%	\$364.98	\$130,051.35
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19338 (LIBRARY) - Snack

\$895.80	\$48.04	\$847.76	20.00%	\$169.55	\$95,948.70
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8844 (LIBRARY) - Snack

\$1,263.70	\$96.25	\$1,167.45	20.00%	\$233.49	\$107,995.10
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9833 (LIBRARY) - Snack

\$194.55	\$7.71	\$186.84	20.00%	\$37.37	\$39,024.10
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8861 (LIBRARY STAFF) - Snack

\$115.95	\$6.76	\$109.19	20.00%	\$21.84	\$5,174.75
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14150 (LUMBER JACK LANDING) - Snack

\$1,140.20	\$61.01	\$1,079.19	20.00%	\$215.84	\$32,038.00
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

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\$715.80	\$37.11	\$678.69	20.00%	\$135.74	\$48,726.65
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9827 (LUMBER JACK VILLAGE #1) - Snack

\$522.10	\$28.28	\$493.82	20.00%	\$98.76	\$83,655.00
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$60.20	\$2.97	\$57.23	20.00%	\$11.45	\$161.45
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8718 (LUMBER JACK VILLAGE #3) - Snack

\$72.40	\$4.07	\$68.33	20.00%	\$13.67	\$14,657.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$49.50	\$2.49	\$47.01	20.00%	\$9.40	\$0.00
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8857 (MCKIBBEN) - Snack

\$520.55	\$27.40	\$493.15	20.00%	\$98.63	\$124,625.00
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8845 (Nursing School) - Snack

\$303.65	\$15.58	\$288.07	20.00%	\$57.61	\$8,284.30
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80207 (POLICE STATION) - Snack

\$43.90	\$2.19	\$41.71	20.00%	\$8.34	\$4,990.20
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9037 (POLICE STATION) - Food

\$31.95	\$1.27	\$30.68	20.00%	\$6.14	\$102,969.45
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8862 (PURCHASING) - Snack

\$206.70	\$10.86	\$195.84	20.00%	\$39.17	\$7,872.95
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9826 (Rec Center) - Snack

\$314.65	\$15.98	\$298.67	20.00%	\$59.73	\$184,963.35
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8864 (RUSK BLDG) - Snack

\$76.95	\$3.91	\$73.04	20.00%	\$14.61	\$9,266.10
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8583 (SFA ART BLDG) - Snack

\$589.45	\$29.25	\$560.20	20.00%	\$112.04	\$14,415.00
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8652 (Shelton Gym) - Snack

\$320.90	\$16.56	\$304.34	20.00%	\$60.87	\$5,655.80
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8570 (SOCIAL WORK) - Snack

\$109.75	\$6.38	\$103.37	20.00%	\$20.67	\$17,193.00
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8673 (UC - 3RD FLOOR) - Snack

\$36.25	\$1.99	\$34.26	20.00%	\$6.85	\$12,330.13
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6123 (UC CENTER) - Snack

\$565.90	\$30.37	\$535.53	20.00%	\$107.11	\$72,496.25
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8702 (WISELY HALL) - Snack

\$43.70	\$2.10	\$41.60	20.00%	\$8.32	\$1,193.70
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ACCENT FOOD SERVICES
16209 CENTRAL COMMERCE DR
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	11/01/2018 - 11/30/2018
Gross Sales	\$13,751.10
Net Sales	\$13,131.64
Commission	\$2,626.33

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$288.05	\$13.63	\$274.42	20.00%	\$54.88	\$10,727.05
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8502 (AUSTIN BLDG) - Snack

\$122.60	\$5.89	\$116.71	20.00%	\$23.34	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$287.30	\$12.98	\$274.32	20.00%	\$54.86	\$63,797.35
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8584 (EARLY CHILDHOOD DEV) - Snack

\$78.50	\$3.35	\$75.15	20.00%	\$15.03	\$13,763.85
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13343 (FIELDHOUSE) - Snack

\$407.10	\$16.84	\$390.26	20.00%	\$78.05	\$2,529.00
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8877 (FORESTRY BLDG) - Snack

\$546.40	\$22.03	\$524.37	20.00%	\$104.87	\$68,290.70
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8886 (GRIFFITH ARTS BLDG) - Snack

\$307.10	\$12.86	\$294.24	20.00%	\$58.85	\$12,540.40
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8867 (GROUNDS & TRANS) - Snack

\$206.00	\$8.88	\$197.12	20.00%	\$39.42	\$2,770.60
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8875 (HALL 10) - Snack

\$143.55	\$6.39	\$137.16	20.00%	\$27.43	\$8,733.55
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117 (HALL 11) - Snack

\$151.75	\$6.12	\$145.63	20.00%	\$29.13	\$5,260.65
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8863 (HALL 12) - Snack

\$96.10	\$3.72	\$92.38	20.00%	\$18.48	\$4,799.80
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8110 (HALL 14) - Snack

\$533.45	\$23.67	\$509.78	20.00%	\$101.96	\$144,769.20
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902258 (HALL 15) - Snack

\$1,033.85	\$46.54	\$987.31	20.00%	\$197.46	\$103,549.50
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8859 (HALL 16) - Snack

\$852.05	\$36.79	\$815.26	20.00%	\$163.05	\$143,337.25
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8866 (HALL 17) - Snack

\$937.05	\$40.65	\$896.40	20.00%	\$179.28	\$127,004.85
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4093 (HALL 18) - Snack

\$618.75	\$28.70	\$590.05	20.00%	\$118.01	\$85,353.60
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8872 (HALL 20) - Snack

\$327.20	\$13.51	\$313.69	20.00%	\$62.74	\$12,150.25
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8879 (HALL 9) - Snack

\$100.70	\$4.06	\$96.64	20.00%	\$19.33	\$4,101.90
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3236 (HOUSING AND PRINT SHOP) - Snack

\$158.70	\$8.25	\$150.45	20.00%	\$30.09	\$27,251.80
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8625 (HUMAN SCIENCE NORTH) - Snack

\$59.75	\$2.97	\$56.78	20.00%	\$11.36	\$2,023.45
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$51.95	\$2.64	\$49.31	20.00%	\$9.86	\$2,930.05
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15182 (LIBRARY) - Snack

\$624.05	\$26.33	\$597.72	20.00%	\$119.54	\$130,660.10
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19338 (LIBRARY) - Snack

\$911.80	\$40.61	\$871.19	20.00%	\$174.24	\$96,855.30
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8844 (LIBRARY) - Snack

\$441.45	\$33.64	\$407.81	20.00%	\$81.56	\$108,462.10
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9833 (LIBRARY) - Snack

\$123.80	\$4.90	\$118.90	20.00%	\$23.78	\$39,148.85
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8861 (LIBRARY STAFF) - Snack

\$51.00	\$2.71	\$48.29	20.00%	\$9.66	\$5,243.60
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14150 (LUMBER JACK LANDING) - Snack

\$879.20	\$39.59	\$839.61	20.00%	\$167.92	\$32,920.50
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

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\$377.40	\$18.94	\$358.46	20.00%	\$71.69	\$49,103.75
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9827 (LUMBER JACK VILLAGE #1) - Snack

\$239.20	\$10.71	\$228.49	20.00%	\$45.70	\$83,965.45
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$192.35	\$9.81	\$182.54	20.00%	\$36.51	\$282.30
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8718 (LUMBER JACK VILLAGE #3) - Snack

\$83.15	\$2.55	\$80.60	20.00%	\$16.12	\$0.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$46.65	\$2.05	\$44.60	20.00%	\$8.92	\$0.00
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8857 (MCKIBBEN) - Snack

\$362.30	\$14.75	\$347.55	20.00%	\$69.51	\$124,986.40
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8845 (Nursing School) - Snack

\$251.90	\$10.72	\$241.18	20.00%	\$48.24	\$8,537.15
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80207 (POLICE STATION) - Snack

\$118.20	\$5.29	\$112.91	20.00%	\$22.58	\$5,108.10
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8862 (PURCHASING) - Snack

\$89.00	\$3.82	\$85.18	20.00%	\$17.04	\$7,966.10
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9826 (Rec Center) - Snack

\$311.70	\$13.54	\$298.16	20.00%	\$59.63	\$185,271.85
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8864 (RUSK BLDG) - Snack

\$48.80	\$2.26	\$46.54	20.00%	\$9.31	\$9,316.75
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8583 (SFA ART BLDG) - Snack

\$406.55	\$16.65	\$389.90	20.00%	\$77.98	\$14,837.65
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8652 (Shelton Gym) - Snack

\$437.35	\$19.22	\$418.13	20.00%	\$83.63	\$6,095.70
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8570 (SOCIAL WORK) - Snack

\$138.10	\$6.31	\$131.79	20.00%	\$26.36	\$17,284.00
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8673 (UC - 3RD FLOOR) - Snack

\$26.80	\$1.19	\$25.61	20.00%	\$5.12	\$12,356.43
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6123 (UC CENTER) - Snack

\$251.45	\$11.56	\$239.89	20.00%	\$47.98	\$72,748.70
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8702 (WISELY HALL) - Snack

\$31.00	\$1.84	\$29.16	20.00%	\$5.83	\$1,214.05
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ACCENT FOOD SERVICES, LLC
2913 A W GRIMES BLVD.
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	12/1/2018 - 12/31/2018
Gross Sales	\$10,566.20
Net Sales	\$9,994.34
Commission	\$1,998.85

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$10,727.05
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8502 (AUSTIN BLDG) - Snack

\$50.25	\$2.66	\$47.59	20.00%	\$9.52	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$201.20	\$10.63	\$190.57	20.00%	\$38.11	\$63,999.10
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8584 (EARLY CHILDHOOD DEV) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$13,763.85
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13343 (FIELDHOUSE) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$2,529.00
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8877 (FORESTRY BLDG) - Snack

\$461.25	\$22.39	\$438.86	20.00%	\$87.77	\$68,752.55
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8886 (GRIFFITH ARTS BLDG) - Snack

\$165.60	\$9.19	\$156.41	20.00%	\$31.28	\$12,714.30
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8867 (GROUNDS & TRANS) - Snack

\$66.00	\$3.02	\$62.98	20.00%	\$12.60	\$2,838.35
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8875 (HALL 10) - Snack

\$79.45	\$3.76	\$75.69	20.00%	\$15.14	\$8,812.80
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117 (HALL 11) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$5,260.65
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8863 (HALL 12) - Snack

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\$0.00	\$0.00	\$0.00		\$0.00	\$4,799.80
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8110 (HALL 14) - Snack

\$768.00	\$41.21	\$726.79	20.00%	\$145.36	\$145,530.85
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902258 (HALL 15) - Snack

\$847.60	\$44.36	\$803.24	20.00%	\$160.65	\$104,421.60
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8859 (HALL 16) - Snack

\$674.95	\$35.16	\$639.79	20.00%	\$127.96	\$144,010.65
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8866 (HALL 17) - Snack

\$807.10	\$43.11	\$763.99	20.00%	\$152.80	\$127,811.05
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4093 (HALL 18) - Snack

\$638.45	\$32.90	\$605.55	20.00%	\$121.11	\$85,978.25
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8872 (HALL 20) - Snack

\$435.80	\$23.78	\$412.02	20.00%	\$82.40	\$12,584.10
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8879 (HALL 9) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$4,101.90
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3236 (HOUSING AND PRINT SHOP) - Snack

\$44.40	\$2.17	\$42.23	20.00%	\$8.45	\$27,297.00
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8625 (HUMAN SCIENCE NORTH) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$2,023.45
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$2,930.05
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15182 (LIBRARY) - Snack

\$1,099.60	\$53.83	\$1,045.77	20.00%	\$209.15	\$131,686.85
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19338 (LIBRARY) - Snack

\$758.15	\$39.91	\$718.24	20.00%	\$143.65	\$97,601.80
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8844 (LIBRARY) - Snack

\$941.25	\$71.73	\$869.52	20.00%	\$173.90	\$109,375.35
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9833 (LIBRARY) - Snack

\$138.40	\$5.48	\$132.92	20.00%	\$26.58	\$39,248.10
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8861 (LIBRARY STAFF) - Snack

\$44.05	\$2.58	\$41.47	20.00%	\$8.29	\$5,266.95
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14150 (LUMBER JACK LANDING) - Snack

\$741.30	\$40.25	\$701.05	20.00%	\$140.21	\$33,670.25
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

\$182.60	\$9.83	\$172.77	20.00%	\$34.55	\$49,284.95
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9827 (LUMBER JACK VILLAGE #1) - Snack

\$261.55	\$14.04	\$247.51	20.00%	\$49.50	\$84,221.20
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$282.30
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8718 (LUMBER JACK VILLAGE #3) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
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8857 (MCKIBBEN) - Snack

\$137.95	\$6.83	\$131.12	20.00%	\$26.22	\$125,249.10
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8845 (Nursing School) - Snack

\$41.50	\$2.04	\$39.46	20.00%	\$7.89	\$8,606.40
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80207 (POLICE STATION) - Snack

\$60.60	\$3.13	\$57.47	20.00%	\$11.49	\$5,170.95
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8862 (PURCHASING) - Snack

\$134.65	\$6.57	\$128.08	20.00%	\$25.62	\$8,101.20
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9826 (Rec Center) - Snack

\$146.35	\$7.54	\$138.81	20.00%	\$27.76	\$185,422.70
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8864 (RUSK BLDG) - Snack

\$6.05	\$0.28	\$5.77	20.00%	\$1.15	\$9,323.25
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8583 (SFA ART BLDG) - Snack

\$188.20	\$9.99	\$178.21	20.00%	\$35.64	\$15,031.30
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8652 (Shelton Gym) - Snack

\$127.20	\$6.37	\$120.83	20.00%	\$24.17	\$6,222.00
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8570 (SOCIAL WORK) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$17,284.00
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8673 (UC - 3RD FLOOR) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$12,356.43
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6123 (UC CENTER) - Snack

\$316.75	\$17.12	\$299.63	20.00%	\$59.93	\$73,063.75
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8702 (WISELY HALL) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$1,214.05
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ACCENT FOOD SERVICES, LLC
2913 A W GRIMES BLVD.
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	1/1/2019 - 1/31/2019
Gross Sales	\$7,737.85
Net Sales	\$7,323.76
Commission	\$1,464.78

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$88.80	\$4.69	\$84.11	20.00%	\$16.82	\$10,816.70
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8502 (AUSTIN BLDG) - Snack

\$124.25	\$5.90	\$118.35	20.00%	\$23.67	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$192.85	\$10.51	\$182.34	20.00%	\$36.47	\$64,189.85
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8584 (EARLY CHILDHOOD DEV) - Snack

\$94.45	\$4.92	\$89.53	20.00%	\$17.91	\$13,855.00
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13343 (FIELDHOUSE) - Snack

\$77.55	\$4.61	\$72.94	20.00%	\$14.59	\$2,599.35
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8877 (FORESTRY BLDG) - Snack

\$206.80	\$9.54	\$197.26	20.00%	\$39.45	\$68,954.40
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8886 (GRIFFITH ARTS BLDG) - Snack

\$82.90	\$4.04	\$78.86	20.00%	\$15.77	\$12,791.30
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8867 (GROUNDS & TRANS) - Snack

\$235.10	\$11.76	\$223.34	20.00%	\$44.67	\$3,073.55
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8875 (HALL 10) - Snack

\$282.40	\$15.04	\$267.36	20.00%	\$53.47	\$9,095.35
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117 (HALL 11) - Snack

\$55.00	\$2.91	\$52.09	20.00%	\$10.42	\$5,306.00
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8863 (HALL 12) - Snack

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\$80.90	\$3.95	\$76.95	20.00%	\$15.39	\$4,874.90
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8110 (HALL 14) - Snack

\$280.55	\$15.32	\$265.23	20.00%	\$53.05	\$145,808.65
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902258 (HALL 15) - Snack

\$480.65	\$24.98	\$455.67	20.00%	\$91.13	\$104,904.85
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8859 (HALL 16) - Snack

\$443.95	\$23.80	\$420.15	20.00%	\$84.03	\$144,455.95
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8866 (HALL 17) - Snack

\$317.25	\$17.80	\$299.45	20.00%	\$59.89	\$128,125.75
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4093 (HALL 18) - Snack

\$368.00	\$20.79	\$347.21	20.00%	\$69.44	\$86,346.85
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8872 (HALL 20) - Snack

\$172.50	\$8.89	\$163.61	20.00%	\$32.72	\$12,756.40
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8879 (HALL 9) - Snack

\$75.80	\$3.57	\$72.23	20.00%	\$14.45	\$4,177.00
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3236 (HOUSING AND PRINT SHOP) - Snack

\$146.35	\$7.44	\$138.91	20.00%	\$27.78	\$27,442.40
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8625 (HUMAN SCIENCE NORTH) - Snack

\$50.90	\$2.67	\$48.23	20.00%	\$9.65	\$2,074.30
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$63.10	\$3.40	\$59.70	20.00%	\$11.94	\$3,003.25
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15182 (LIBRARY) - Snack

\$347.70	\$17.74	\$329.96	20.00%	\$65.99	\$132,034.65
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19338 (LIBRARY) - Snack

\$266.60	\$15.00	\$251.60	20.00%	\$50.32	\$97,857.30
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8844 (LIBRARY) - Snack

\$175.60	\$13.38	\$162.22	20.00%	\$32.44	\$109,560.10
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9833 (LIBRARY) - Snack

\$37.00	\$1.47	\$35.53	20.00%	\$7.11	\$39,248.10
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8861 (LIBRARY STAFF) - Snack

\$143.85	\$7.46	\$136.39	20.00%	\$27.28	\$5,415.65
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14150 (LUMBER JACK LANDING) - Snack

\$412.75	\$23.10	\$389.65	20.00%	\$77.93	\$34,075.60
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

\$211.30	\$11.67	\$199.63	20.00%	\$39.93	\$49,494.50
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9827 (LUMBER JACK VILLAGE #1) - Snack

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\$254.65	\$13.71	\$240.94	20.00%	\$48.19	\$84,475.05
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$59.80	\$3.27	\$56.53	20.00%	\$11.31	\$342.40
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8718 (LUMBER JACK VILLAGE #3) - Snack

\$110.30	\$6.91	\$103.39	20.00%	\$20.68	\$14,801.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$0.25	\$0.02	\$0.23	20.00%	\$0.05	\$0.00
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8857 (MCKIBBEN) - Snack

\$349.60	\$19.54	\$330.06	20.00%	\$66.01	\$125,548.75
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8845 (Nursing School) - Snack

\$192.10	\$10.71	\$181.39	20.00%	\$36.28	\$8,771.10
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80207 (POLICE STATION) - Snack

\$83.80	\$4.15	\$79.65	20.00%	\$15.93	\$5,253.80
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8862 (PURCHASING) - Snack

\$60.85	\$2.88	\$57.97	20.00%	\$11.59	\$8,161.20
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9826 (Rec Center) - Snack

\$102.10	\$5.16	\$96.94	20.00%	\$19.39	\$185,525.60
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8864 (RUSK BLDG) - Snack

\$108.55	\$5.36	\$103.19	20.00%	\$20.64	\$9,430.05
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8583 (SFA ART BLDG) - Snack

\$173.85	\$8.77	\$165.08	20.00%	\$33.02	\$15,204.70
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8652 (Shelton Gym) - Snack

\$220.80	\$10.92	\$209.88	20.00%	\$41.98	\$6,441.90
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8570 (SOCIAL WORK) - Snack

\$78.25	\$3.86	\$74.39	20.00%	\$14.88	\$17,334.00
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8673 (UC - 3RD FLOOR) - Snack

\$7.50	\$0.33	\$7.17	20.00%	\$1.43	\$12,363.18
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6123 (UC CENTER) - Snack

\$384.00	\$20.34	\$363.66	20.00%	\$72.73	\$73,449.25
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8702 (WISELY HALL) - Snack

\$36.60	\$1.81	\$34.79	20.00%	\$6.96	\$1,233.40
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ACCENT FOOD SERVICES, LLC
2913 A W GRIMES BLVD.
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	2/1/2019 - 2/28/2019
Gross Sales	\$19,205.35
Net Sales	\$18,160.70
Commission	\$3,632.15

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$321.35	\$16.74	\$304.61	20.00%	\$60.92	\$11,137.10
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8502 (AUSTIN BLDG) - Snack

\$97.75	\$4.70	\$93.05	20.00%	\$18.61	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$403.85	\$21.25	\$382.60	20.00%	\$76.52	\$64,595.50
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8584 (EARLY CHILDHOOD DEV) - Snack

\$439.65	\$23.89	\$415.76	20.00%	\$83.15	\$14,294.20
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13343 (FIELDHOUSE) - Snack

\$143.30	\$7.29	\$136.01	20.00%	\$27.20	\$2,746.10
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8877 (FORESTRY BLDG) - Snack

\$691.65	\$34.71	\$656.94	20.00%	\$131.39	\$69,651.60
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8886 (GRIFFITH ARTS BLDG) - Snack

\$356.25	\$19.73	\$336.52	20.00%	\$67.30	\$13,151.60
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8867 (GROUNDS & TRANS) - Snack

\$179.45	\$8.51	\$170.94	20.00%	\$34.19	\$3,252.60
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8875 (HALL 10) - Snack

\$427.60	\$22.59	\$405.01	20.00%	\$81.00	\$9,522.25
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117 (HALL 11) - Snack

\$126.65	\$6.79	\$119.86	20.00%	\$23.97	\$5,439.45
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8863 (HALL 12) - Snack

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\$94.65	\$4.46	\$90.19	20.00%	\$18.04	\$4,965.65
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8110 (HALL 14) - Snack

\$784.00	\$40.44	\$743.56	20.00%	\$148.71	\$146,585.10
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902258 (HALL 15) - Snack

\$1,516.25	\$81.40	\$1,434.85	20.00%	\$286.97	\$106,421.05
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8859 (HALL 16) - Snack

\$1,010.50	\$53.26	\$957.24	20.00%	\$191.45	\$145,465.60
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8866 (HALL 17) - Snack

\$1,118.55	\$60.73	\$1,057.82	20.00%	\$211.56	\$129,243.95
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4093 (HALL 18) - Snack

\$1,288.50	\$69.37	\$1,219.13	20.00%	\$243.83	\$87,632.85
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8872 (HALL 20) - Snack

\$440.60	\$23.86	\$416.74	20.00%	\$83.35	\$13,197.55
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8879 (HALL 9) - Snack

\$173.80	\$8.41	\$165.39	20.00%	\$33.08	\$4,351.95
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3236 (HOUSING AND PRINT SHOP) - Snack

\$72.50	\$3.71	\$68.79	20.00%	\$13.76	\$27,514.25
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8625 (HUMAN SCIENCE NORTH) - Snack

\$70.35	\$3.37	\$66.98	20.00%	\$13.40	\$2,144.55
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$105.45	\$5.28	\$100.17	20.00%	\$20.03	\$3,110.35
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15182 (LIBRARY) - Snack

\$1,422.30	\$68.17	\$1,354.13	20.00%	\$270.83	\$133,278.25
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19338 (LIBRARY) - Snack

\$1,287.60	\$72.00	\$1,215.60	20.00%	\$243.12	\$99,162.45
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8844 (LIBRARY) - Snack

\$1,440.55	\$109.79	\$1,330.76	20.00%	\$266.15	\$110,973.60
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9833 (LIBRARY) - Snack

\$107.00	\$4.24	\$102.76	20.00%	\$20.55	\$39,248.10
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8861 (LIBRARY STAFF) - Snack

\$117.15	\$6.16	\$110.99	20.00%	\$22.20	\$5,530.75
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14150 (LUMBER JACK LANDING) - Snack

\$1,150.60	\$62.93	\$1,087.67	20.00%	\$217.53	\$35,245.05
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

\$374.05	\$20.18	\$353.87	20.00%	\$70.77	\$49,953.95
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9827 (LUMBER JACK VILLAGE #1) - Snack

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\$328.95	\$18.50	\$310.45	20.00%	\$62.09	\$84,793.65
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$54.65	\$2.54	\$52.11	20.00%	\$10.42	\$396.95
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8718 (LUMBER JACK VILLAGE #3) - Snack

\$79.50	\$4.50	\$75.00	20.00%	\$15.00	\$14,859.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$21.00	\$1.20	\$19.80	20.00%	\$3.96	\$0.00
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8857 (MCKIBBON) - Snack

\$447.10	\$23.92	\$423.18	20.00%	\$84.64	\$125,998.25
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8845 (Nursing School) - Snack

\$248.05	\$12.10	\$235.95	20.00%	\$47.19	\$9,016.40
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80207 (POLICE STATION) - Snack

\$93.30	\$5.12	\$88.18	20.00%	\$17.64	\$5,347.80
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8862 (PURCHASING) - Snack

\$168.85	\$7.81	\$161.04	20.00%	\$32.21	\$8,329.95
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9826 (Rec Center) - Snack

\$321.05	\$16.82	\$304.23	20.00%	\$60.85	\$185,847.70
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8864 (RUSK BLDG) - Snack

\$122.10	\$6.67	\$115.43	20.00%	\$23.09	\$9,552.40
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8583 (SFA ART BLDG) - Snack

\$573.90	\$29.32	\$544.58	20.00%	\$108.92	\$15,770.00
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8652 (Shelton Gym) - Snack

\$374.60	\$18.90	\$355.70	20.00%	\$71.14	\$6,813.80
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8570 (SOCIAL WORK) - Snack

\$107.55	\$5.55	\$102.00	20.00%	\$20.40	\$34,280.30
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8673 (UC - 3RD FLOOR) - Snack

\$11.00	\$0.63	\$10.37	20.00%	\$2.07	\$12,371.33
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6123 (UC CENTER) - Snack

\$468.85	\$25.71	\$443.14	20.00%	\$88.63	\$73,914.70
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8702 (WISELY HALL) - Snack

\$23.00	\$1.40	\$21.60	20.00%	\$4.32	\$1,248.15
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ACCENT FOOD SERVICES, LLC
2913 A W GRIMES BLVD.
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	3/1/2019 - 3/31/2019
Gross Sales	\$15,665.70
Net Sales	\$14,832.41
Commission	\$2,966.48

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$122.65	\$6.27	\$116.38	20.00%	\$23.28	\$11,261.85
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8502 (AUSTIN BLDG) - Snack

\$53.80	\$2.81	\$50.99	20.00%	\$10.20	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$248.05	\$12.72	\$235.33	20.00%	\$47.07	\$64,841.85
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8584 (EARLY CHILDHOOD DEV) - Snack

\$359.55	\$18.83	\$340.72	20.00%	\$68.14	\$14,655.00
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13343 (FIELDHOUSE) - Snack

\$183.15	\$9.36	\$173.79	20.00%	\$34.76	\$2,933.35
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8877 (FORESTRY BLDG) - Snack

\$783.15	\$39.65	\$743.50	20.00%	\$148.70	\$70,436.50
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8886 (GRIFFITH ARTS BLDG) - Snack

\$146.55	\$8.44	\$138.11	20.00%	\$27.62	\$13,295.95
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8867 (GROUNDS & TRANS) - Snack

\$175.35	\$8.33	\$167.02	20.00%	\$33.40	\$3,428.30
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8875 (HALL 10) - Snack

\$333.25	\$18.44	\$314.81	20.00%	\$62.96	\$9,853.75
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117 (HALL 11) - Snack

\$192.40	\$9.99	\$182.41	20.00%	\$36.48	\$5,633.75
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8863 (HALL 12) - Snack

\$191.60	\$10.04	\$181.56	20.00%	\$36.31	\$5,155.65
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8110 (HALL 14) - Snack

\$709.15	\$36.66	\$672.49	20.00%	\$134.50	\$147,291.90
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902258 (HALL 15) - Snack

\$1,273.80	\$67.61	\$1,206.19	20.00%	\$241.24	\$107,694.25
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8859 (HALL 16) - Snack

\$915.65	\$49.64	\$866.01	20.00%	\$173.20	\$146,389.30
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8866 (HALL 17) - Snack

\$1,059.10	\$57.32	\$1,001.78	20.00%	\$200.36	\$130,300.90
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4093 (HALL 18) - Snack

\$1,243.25	\$65.83	\$1,177.42	20.00%	\$235.48	\$88,876.80
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8872 (HALL 20) - Snack

\$265.20	\$14.76	\$250.44	20.00%	\$50.09	\$13,462.60
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8879 (HALL 9) - Snack

\$54.90	\$2.38	\$52.52	20.00%	\$10.50	\$4,407.40
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3236 (HOUSING AND PRINT SHOP) - Snack

\$111.90	\$5.73	\$106.17	20.00%	\$21.23	\$27,626.50
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8625 (HUMAN SCIENCE NORTH) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$2,144.55
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$60.85	\$3.49	\$57.36	20.00%	\$11.47	\$3,177.05
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15182 (LIBRARY) - Snack

\$1,155.45	\$55.55	\$1,099.90	20.00%	\$219.98	\$134,433.25
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19338 (LIBRARY) - Snack

\$777.25	\$43.01	\$734.24	20.00%	\$146.85	\$99,865.05
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8844 (LIBRARY) - Snack

\$515.25	\$39.27	\$475.98	20.00%	\$95.20	\$111,498.35
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9833 (LIBRARY) - Snack

\$152.70	\$6.05	\$146.65	20.00%	\$29.33	\$39,620.75
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8861 (LIBRARY STAFF) - Snack

\$124.45	\$6.74	\$117.71	20.00%	\$23.54	\$5,654.60
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14150 (LUMBER JACK LANDING) - Snack

\$888.60	\$46.26	\$842.34	20.00%	\$168.47	\$36,131.15
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

\$497.70	\$28.14	\$469.56	20.00%	\$93.91	\$50,451.30
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9827 (LUMBER JACK VILLAGE #1) - Snack

\$345.45	\$19.04	\$326.41	20.00%	\$65.28	\$85,134.20
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$74.35	\$4.33	\$70.02	20.00%	\$14.00	\$470.65
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8718 (LUMBER JACK VILLAGE #3) - Snack

\$26.00	\$1.62	\$24.38	20.00%	\$4.88	\$14,874.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$83.55	\$4.35	\$79.20	20.00%	\$15.84	\$0.00
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8857 (MCKIBBEN) - Snack

\$397.50	\$21.49	\$376.01	20.00%	\$75.20	\$126,392.70
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8845 (Nursing School) - Snack

\$251.70	\$12.76	\$238.94	20.00%	\$47.79	\$9,272.45
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80207 (POLICE STATION) - Snack

\$97.60	\$5.06	\$92.54	20.00%	\$18.51	\$5,443.50
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8862 (PURCHASING) - Snack

\$180.45	\$8.70	\$171.75	20.00%	\$34.35	\$8,511.70
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9826 (Rec Center) - Snack

\$287.70	\$14.22	\$273.48	20.00%	\$54.70	\$186,134.30
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8864 (RUSK BLDG) - Snack

\$85.85	\$4.55	\$81.30	20.00%	\$16.26	\$9,640.25
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8583 (SFA ART BLDG) - Snack

\$344.50	\$17.40	\$327.10	20.00%	\$65.42	\$16,121.85
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8652 (Shelton Gym) - Snack

\$324.25	\$15.74	\$308.51	20.00%	\$61.70	\$7,139.05
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8570 (SOCIAL WORK) - Snack

\$60.60	\$2.97	\$57.63	20.00%	\$11.53	\$17,456.00
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8673 (UC - 3RD FLOOR) - Snack

\$9.80	\$0.49	\$9.31	20.00%	\$1.86	\$12,377.33
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6123 (UC CENTER) - Snack

\$501.45	\$27.23	\$474.22	20.00%	\$94.84	\$74,422.80
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8702 (WISELY HALL) - Snack

\$0.25	\$0.02	\$0.23	20.00%	\$0.05	\$1,248.15
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ACCENT FOOD SERVICES, LLC
2913 A W GRIMES BLVD.
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	4/1/2019 - 4/30/2019
Gross Sales	\$23,285.80
Net Sales	\$22,016.21
Commission	\$4,403.26

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$122.95	\$6.92	\$116.03	20.00%	\$23.21	\$11,384.05
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8502 (AUSTIN BLDG) - Snack

\$62.90	\$3.32	\$59.58	20.00%	\$11.92	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$296.05	\$15.39	\$280.66	20.00%	\$56.13	\$65,137.45
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8584 (EARLY CHILDHOOD DEV) - Snack

\$417.35	\$23.31	\$394.04	20.00%	\$78.81	\$15,074.50
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13343 (FIELDHOUSE) - Snack

\$445.40	\$23.81	\$421.59	20.00%	\$84.32	\$3,378.55
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8877 (FORESTRY BLDG) - Snack

\$730.65	\$38.93	\$691.72	20.00%	\$138.34	\$71,163.80
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8886 (GRIFFITH ARTS BLDG) - Snack

\$447.50	\$24.72	\$422.78	20.00%	\$84.56	\$13,745.30
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8867 (GROUNDS & TRANS) - Snack

\$86.30	\$4.39	\$81.91	20.00%	\$16.38	\$3,507.75
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8875 (HALL 10) - Snack

\$635.80	\$36.55	\$599.25	20.00%	\$119.85	\$10,490.70
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117 (HALL 11) - Snack

\$348.45	\$18.38	\$330.07	20.00%	\$66.01	\$5,981.20
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8863 (HALL 12) - Snack

\$229.55	\$11.43	\$218.12	20.00%	\$43.62	\$5,387.80
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8110 (HALL 14) - Snack

\$1,236.55	\$67.82	\$1,168.73	20.00%	\$233.75	\$148,527.30
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902258 (HALL 15) - Snack

\$1,899.60	\$100.42	\$1,799.18	20.00%	\$359.84	\$109,617.15
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8859 (HALL 16) - Snack

\$1,144.10	\$64.18	\$1,079.92	20.00%	\$215.98	\$147,619.10
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8866 (HALL 17) - Snack

\$1,512.20	\$83.12	\$1,429.08	20.00%	\$285.82	\$131,870.60
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4093 (HALL 18) - Snack

\$2,059.35	\$112.40	\$1,946.95	20.00%	\$389.39	\$90,939.65
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8872 (HALL 20) - Snack

\$596.65	\$33.61	\$563.04	20.00%	\$112.61	\$14,058.40
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8879 (HALL 9) - Snack

\$281.70	\$13.46	\$268.24	20.00%	\$53.65	\$4,686.90
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3236 (HOUSING AND PRINT SHOP) - Snack

\$87.55	\$4.57	\$82.98	20.00%	\$16.60	\$27,715.95
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8625 (HUMAN SCIENCE NORTH) - Snack

\$45.50	\$2.31	\$43.19	20.00%	\$8.64	\$2,189.75
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$58.60	\$2.77	\$55.83	20.00%	\$11.17	\$3,232.95
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15182 (LIBRARY) - Snack

\$1,798.25	\$89.85	\$1,708.40	20.00%	\$341.68	\$136,234.45
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19338 (LIBRARY) - Snack

\$1,241.00	\$69.12	\$1,171.88	20.00%	\$234.38	\$101,163.55
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8844 (LIBRARY) - Snack

\$743.85	\$56.69	\$687.16	20.00%	\$137.43	\$112,249.35
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9833 (LIBRARY) - Snack

\$333.45	\$13.21	\$320.24	20.00%	\$64.05	\$39,956.05
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8861 (LIBRARY STAFF) - Snack

\$95.55	\$5.14	\$90.41	20.00%	\$18.08	\$5,750.65
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14150 (LUMBER JACK LANDING) - Snack

\$1,559.05	\$83.91	\$1,475.14	20.00%	\$295.03	\$37,694.45
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

\$889.00	\$50.40	\$838.60	20.00%	\$167.72	\$51,343.95
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9827 (LUMBER JACK VILLAGE #1) - Snack

\$628.20	\$36.34	\$591.86	20.00%	\$118.37	\$85,761.50
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$35.95	\$2.09	\$33.86	20.00%	\$6.77	\$0.00
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8718 (LUMBER JACK VILLAGE #3) - Snack

\$103.20	\$6.21	\$96.99	20.00%	\$19.40	\$14,881.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$63.95	\$3.74	\$60.21	20.00%	\$12.04	\$0.00
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8857 (MCKIBBEN) - Snack

\$501.95	\$28.53	\$473.42	20.00%	\$94.68	\$126,894.85
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8845 (Nursing School) - Snack

\$272.95	\$13.28	\$259.67	20.00%	\$51.93	\$9,545.95
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80207 (POLICE STATION) - Snack

\$54.05	\$2.92	\$51.13	20.00%	\$10.23	\$5,499.25
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8862 (PURCHASING) - Snack

\$124.95	\$6.51	\$118.44	20.00%	\$23.69	\$8,636.55
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9826 (Rec Center) - Snack

\$486.90	\$25.80	\$461.10	20.00%	\$92.22	\$186,623.00
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8864 (RUSK BLDG) - Snack

\$156.15	\$7.71	\$148.44	20.00%	\$29.69	\$9,795.75
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8583 (SFA ART BLDG) - Snack

\$383.15	\$19.41	\$363.74	20.00%	\$72.75	\$16,509.50
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8652 (Shelton Gym) - Snack

\$379.30	\$18.99	\$360.31	20.00%	\$72.06	\$7,520.55
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8570 (SOCIAL WORK) - Snack

\$62.90	\$3.53	\$59.37	20.00%	\$11.87	\$17,502.00
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8673 (UC - 3RD FLOOR) - Snack

\$24.25	\$1.45	\$22.80	20.00%	\$4.56	\$12,394.78
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6123 (UC CENTER) - Snack

\$603.10	\$32.95	\$570.15	20.00%	\$114.03	\$75,047.30
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8702 (WISELY HALL) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$1,248.15
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ACCENT FOOD SERVICES, LLC
2913 A W GRIMES BLVD.
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	5/1/2019 - 5/31/2019
Gross Sales	\$17,240.00
Net Sales	\$16,290.79
Commission	\$3,258.15

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$197.75	\$10.49	\$187.26	20.00%	\$37.45	\$11,581.70
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8502 (AUSTIN BLDG) - Snack

\$69.65	\$3.37	\$66.28	20.00%	\$13.26	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$269.65	\$14.08	\$255.57	20.00%	\$51.11	\$65,408.95
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8584 (EARLY CHILDHOOD DEV) - Snack

\$270.05	\$14.10	\$255.95	20.00%	\$51.19	\$15,344.65
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13343 (FIELDHOUSE) - Snack

\$129.65	\$6.97	\$122.68	20.00%	\$24.54	\$3,510.55
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8877 (FORESTRY BLDG) - Snack

\$576.80	\$30.71	\$546.09	20.00%	\$109.22	\$71,748.70
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8886 (GRIFFITH ARTS BLDG) - Snack

\$336.40	\$19.02	\$317.38	20.00%	\$63.48	\$14,080.50
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8867 (GROUNDS & TRANS) - Snack

\$307.65	\$15.44	\$292.21	20.00%	\$58.44	\$3,827.00
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8875 (HALL 10) - Snack

\$143.10	\$8.36	\$134.74	20.00%	\$26.95	\$10,634.05
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117 (HALL 11) - Snack

\$140.70	\$7.89	\$132.81	20.00%	\$26.56	\$6,123.55
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8863 (HALL 12) - Snack

\$122.90	\$5.92	\$116.98	20.00%	\$23.40	\$5,510.25
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8110 (HALL 14) - Snack

\$944.90	\$51.77	\$893.13	20.00%	\$178.63	\$149,458.40
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902258 (HALL 15) - Snack

\$1,213.20	\$65.87	\$1,147.33	20.00%	\$229.47	\$110,828.85
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8859 (HALL 16) - Snack

\$974.20	\$54.54	\$919.66	20.00%	\$183.93	\$148,591.35
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8866 (HALL 17) - Snack

\$1,290.00	\$72.26	\$1,217.74	20.00%	\$243.55	\$133,145.75
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4093 (HALL 18) - Snack

\$1,262.10	\$66.83	\$1,195.27	20.00%	\$239.05	\$92,198.85
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8872 (HALL 20) - Snack

\$394.20	\$21.72	\$372.48	20.00%	\$74.50	\$14,452.75
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8879 (HALL 9) - Snack

\$106.75	\$5.11	\$101.64	20.00%	\$20.33	\$4,808.20
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3236 (HOUSING AND PRINT SHOP) - Snack

\$153.90	\$8.44	\$145.46	20.00%	\$29.09	\$27,871.00
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8625 (HUMAN SCIENCE NORTH) - Snack

\$58.15	\$2.84	\$55.31	20.00%	\$11.06	\$2,247.65
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$39.35	\$1.91	\$37.44	20.00%	\$7.49	\$3,272.10
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15182 (LIBRARY) - Snack

\$1,231.15	\$62.01	\$1,169.14	20.00%	\$233.83	\$137,465.20
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19338 (LIBRARY) - Snack

\$1,143.15	\$64.79	\$1,078.36	20.00%	\$215.67	\$102,179.40
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8844 (LIBRARY) - Snack

\$905.30	\$69.00	\$836.30	20.00%	\$167.26	\$113,312.85
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9833 (LIBRARY) - Snack

\$123.75	\$4.90	\$118.85	20.00%	\$23.77	\$40,083.60
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8861 (LIBRARY STAFF) - Snack

\$99.20	\$5.48	\$93.72	20.00%	\$18.74	\$5,810.85
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14150 (LUMBER JACK LANDING) - Snack

\$1,059.50	\$56.71	\$1,002.79	20.00%	\$200.56	\$38,751.65
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

\$670.30	\$37.09	\$633.21	20.00%	\$126.64	\$52,014.70
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9827 (LUMBER JACK VILLAGE #1) - Snack

\$500.55	\$29.00	\$471.55	20.00%	\$94.31	\$86,262.60
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$110.85	\$6.30	\$104.55	20.00%	\$20.91	\$113.40
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8718 (LUMBER JACK VILLAGE #3) - Snack

\$86.35	\$5.33	\$81.02	20.00%	\$16.20	\$14,933.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$30.50	\$1.71	\$28.79	20.00%	\$5.76	\$0.00
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8857 (MCKIBBEN) - Snack

\$435.50	\$23.54	\$411.96	20.00%	\$82.39	\$127,330.95
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8845 (Nursing School) - Snack

\$103.75	\$4.89	\$98.86	20.00%	\$19.77	\$9,649.30
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80207 (POLICE STATION) - Snack

\$142.25	\$7.42	\$134.83	20.00%	\$26.97	\$5,630.70
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8862 (PURCHASING) - Snack

\$101.30	\$4.65	\$96.65	20.00%	\$19.33	\$8,737.95
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9826 (Rec Center) - Snack

\$255.25	\$13.68	\$241.57	20.00%	\$48.31	\$186,875.40
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8864 (RUSK BLDG) - Snack

\$60.00	\$3.20	\$56.80	20.00%	\$11.36	\$9,795.75
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8583 (SFA ART BLDG) - Snack

\$388.00	\$19.88	\$368.12	20.00%	\$73.62	\$16,894.75
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8652 (Shelton Gym) - Snack

\$192.35	\$9.78	\$182.57	20.00%	\$36.51	\$7,713.15
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8570 (SOCIAL WORK) - Snack

\$148.55	\$7.73	\$140.82	20.00%	\$28.16	\$17,606.00
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8673 (UC - 3RD FLOOR) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$12,394.78
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6123 (UC CENTER) - Snack

\$415.40	\$22.65	\$392.75	20.00%	\$78.55	\$75,462.55
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8702 (WISELY HALL) - Snack

\$36.00	\$1.83	\$34.17	20.00%	\$6.83	\$1,288.00
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ACCENT FOOD SERVICES, LLC
2913 A W GRIMES BLVD.
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	6/1/2019 - 6/30/2019
Gross Sales	\$5,262.60
Net Sales	\$4,979.57
Commission	\$995.91

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$86.40	\$4.21	\$82.19	20.00%	\$16.44	\$11,668.20
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8502 (AUSTIN BLDG) - Snack

\$68.10	\$3.35	\$64.75	20.00%	\$12.95	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$129.65	\$7.25	\$122.40	20.00%	\$24.48	\$65,538.20
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8584 (EARLY CHILDHOOD DEV) - Snack

\$66.35	\$3.87	\$62.48	20.00%	\$12.50	\$15,411.35
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13343 (FIELDHOUSE) - Snack

\$180.75	\$9.34	\$171.41	20.00%	\$34.28	\$3,691.25
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8877 (FORESTRY BLDG) - Snack

\$433.50	\$22.04	\$411.46	20.00%	\$82.29	\$72,179.60
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8886 (GRIFFITH ARTS BLDG) - Snack

\$206.95	\$11.30	\$195.65	20.00%	\$39.13	\$14,288.05
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8867 (GROUNDS & TRANS) - Snack

\$255.05	\$12.53	\$242.52	20.00%	\$48.50	\$4,083.10
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8875 (HALL 10) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$10,634.05
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117 (HALL 11) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$6,123.55
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8863 (HALL 12) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$5,510.25
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8110 (HALL 14) - Snack

\$357.50	\$20.24	\$337.26	20.00%	\$67.45	\$149,783.35
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902258 (HALL 15) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$110,828.85
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8859 (HALL 16) - Snack

\$85.95	\$4.46	\$81.49	20.00%	\$16.30	\$148,677.90
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8866 (HALL 17) - Snack

\$96.80	\$4.86	\$91.94	20.00%	\$18.39	\$133,242.20
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4093 (HALL 18) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$92,198.85
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8872 (HALL 20) - Snack

\$104.00	\$5.98	\$98.02	20.00%	\$19.60	\$14,557.25
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8879 (HALL 9) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$4,808.20
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3236 (HOUSING AND PRINT SHOP) - Snack

\$88.20	\$4.84	\$83.36	20.00%	\$16.67	\$27,957.45
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8625 (HUMAN SCIENCE NORTH) - Snack

\$23.30	\$1.37	\$21.93	20.00%	\$4.39	\$2,271.55
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$37.40	\$1.88	\$35.52	20.00%	\$7.10	\$3,311.85
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15182 (LIBRARY) - Snack

\$494.95	\$24.76	\$470.19	20.00%	\$94.04	\$137,959.05
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19338 (LIBRARY) - Snack

\$367.65	\$20.32	\$347.33	20.00%	\$69.47	\$102,628.85
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8844 (LIBRARY) - Snack

\$92.25	\$7.03	\$85.22	20.00%	\$17.04	\$113,406.85
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9833 (LIBRARY)

\$20.50	\$0.81	\$19.69	20.00%	\$3.94	\$40,098.30
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8861 (LIBRARY STAFF) - Snack

\$152.15	\$8.51	\$143.64	20.00%	\$28.73	\$6,001.80
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14150 (LUMBER JACK LANDING) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$38,751.65
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$52,014.70
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9827 (LUMBER JACK VILLAGE #1) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$86,262.60
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$113.40
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8718 (LUMBER JACK VILLAGE #3) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$14,933.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
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8857 (MCKIBBEN) - Snack

\$186.30	\$10.48	\$175.82	20.00%	\$35.16	\$127,515.25
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8845 (Nursing School) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$9,649.30
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80207 (POLICE STATION) - Snack

\$119.90	\$6.75	\$113.15	20.00%	\$22.63	\$5,759.45
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8862 (PURCHASING) - Snack

\$225.40	\$10.83	\$214.57	20.00%	\$42.91	\$8,961.80
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9826 (Rec Center) - Snack

\$411.00	\$23.03	\$387.97	20.00%	\$77.59	\$187,287.35
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8864 (RUSK BLDG) - Snack

\$234.25	\$12.08	\$222.17	20.00%	\$44.43	\$10,088.00
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8583 (SFA ART BLDG) - Snack

\$83.10	\$3.96	\$79.14	20.00%	\$15.83	\$16,973.95
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8652 (Shelton Gym) - Snack

\$74.35	\$3.66	\$70.69	20.00%	\$14.14	\$7,785.85
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8570 (SOCIAL WORK) - Snack

\$35.80	\$2.21	\$33.59	20.00%	\$6.72	\$17,619.00
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8673 (UC - 3RD FLOOR) - Snack

\$0.25	\$0.01	\$0.24	20.00%	\$0.05	\$12,409.08
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6123 (UC CENTER) - Snack

\$544.85	\$31.07	\$513.78	20.00%	\$102.76	\$76,009.25
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8702 (WISELY HALL) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$1,288.00
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ACCENT FOOD SERVICES, LLC
2913 A W GRIMES BLVD.
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	7/1/2019 - 7/31/2019
Gross Sales	\$6,488.90
Net Sales	\$6,142.44
Commission	\$1,228.50

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$28.85	\$1.39	\$27.46	20.00%	\$5.49	\$11,696.75
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8502 (AUSTIN BLDG) - Snack

\$151.20	\$8.05	\$143.15	20.00%	\$28.63	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$288.10	\$14.91	\$273.19	20.00%	\$54.64	\$65,828.10
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8584 (EARLY CHILDHOOD DEV) - Snack

\$76.90	\$4.67	\$72.23	20.00%	\$14.45	\$15,487.85
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13343 (FIELDHOUSE) - Snack

\$126.00	\$6.22	\$119.78	20.00%	\$23.96	\$3,803.90
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8877 (FORESTRY BLDG) - Snack

\$126.70	\$6.43	\$120.27	20.00%	\$24.05	\$72,305.50
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8886 (GRIFFITH ARTS BLDG) - Snack

\$303.00	\$17.08	\$285.92	20.00%	\$57.18	\$14,573.65
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8867 (GROUNDS & TRANS) - Snack

\$229.80	\$10.80	\$219.00	20.00%	\$43.80	\$4,309.85
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8875 (HALL 10) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$10,634.05
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117 (HALL 11) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$6,123.55
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8863 (HALL 12) - Snack

\$50.55	\$2.53	\$48.02	20.00%	\$9.60	\$5,604.95
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8110 (HALL 14) - Snack

\$435.50	\$23.74	\$411.76	20.00%	\$82.35	\$150,174.90
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902258 (HALL 15) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$110,828.85
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8859 (HALL 16) - Snack

\$256.75	\$12.79	\$243.96	20.00%	\$48.79	\$148,932.55
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8866 (HALL 17) - Snack

\$408.60	\$23.02	\$385.58	20.00%	\$77.12	\$133,644.10
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4093 (HALL 18) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$92,198.85
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8872 (HALL 20) - Snack

\$331.40	\$18.93	\$312.47	20.00%	\$62.49	\$14,888.30
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8879 (HALL 9) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$4,808.20
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3236 (HOUSING AND PRINT SHOP) - Snack

\$72.90	\$3.63	\$69.27	20.00%	\$13.85	\$28,028.75
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8625 (HUMAN SCIENCE NORTH) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$2,271.55
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$3,311.85
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15182 (LIBRARY) - Snack

\$442.00	\$21.22	\$420.78	20.00%	\$84.16	\$138,400.65
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19338 (LIBRARY) - Snack

\$326.65	\$17.39	\$309.26	20.00%	\$61.85	\$102,803.75
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8844 (LIBRARY) - Snack

\$35.50	\$2.71	\$32.79	20.00%	\$6.56	\$113,476.60
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8861 (LIBRARY STAFF) - Snack

\$236.10	\$13.17	\$222.93	20.00%	\$44.59	\$6,237.10
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14150 (LUMBER JACK LANDING) - Snack

\$210.00	\$12.12	\$197.88	20.00%	\$39.58	\$38,961.90
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

\$187.65	\$10.98	\$176.67	20.00%	\$35.33	\$52,202.60
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9827 (LUMBER JACK VILLAGE #1) - Snack

\$225.60	\$12.66	\$212.94	20.00%	\$42.59	\$86,481.80
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$62.25	\$3.67	\$58.58	20.00%	\$11.72	\$171.85
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8718 (LUMBER JACK VILLAGE #3) - Snack

. \$27.90	\$1.60	\$26.30	20.00%	\$5.26	\$14,956.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$74.20	\$4.37	\$69.83	20.00%	\$13.97	\$0.00
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8857 (MCKIBBEN) - Snack

\$284.70	\$15.37	\$269.33	20.00%	\$53.87	\$127,798.00
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8845 (Nursing School) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$9,649.30
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80207 (POLICE STATION) - Snack

\$74.75	\$4.00	\$70.75	20.00%	\$14.15	\$5,837.45
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8862 (PURCHASING) - Snack

\$189.45	\$8.88	\$180.57	20.00%	\$36.11	\$9,150.75
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9826 (Rec Center) - Snack

\$459.45	\$24.52	\$434.93	20.00%	\$86.99	\$187,738.40
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8864 (RUSK BLDG) - Snack

\$147.65	\$7.69	\$139.96	20.00%	\$27.99	\$10,235.00
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8583 (SFA ART BLDG) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$16,973.95
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8652 (Shelton Gym) - Snack

\$157.45	\$7.67	\$149.78	20.00%	\$29.96	\$7,939.40
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8570 (SOCIAL WORK) - Snack

\$40.35	\$2.00	\$38.35	20.00%	\$7.67	\$176.47
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8673 (UC - 3RD FLOOR) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$12,409.08
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6123 (UC CENTER) - Snack

\$421.00	\$22.25	\$398.75	20.00%	\$79.75	\$76,436.25
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8702 (WISELY HALL) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$1,288.00
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ACCENT FOOD SERVICES, LLC
2913 A W GRIMES BLVD.
PFLUGERVILLE, TEXAS 78660
512-251-9500

Commission Statement	
Period	8/1/2019 - 8/31/2019
Gross Sales	\$6,799.40
Net Sales	\$6,434.69
Commission	\$1,286.91

STEPHEN F AUSTIN UNIVERSITY
1936 NORTH STREET
NACOGDOCHES, TX 75962

Gross Sales	Tax	Net Sales	Rate	Commission	Meter
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8849 (AGRICULTURE) - Snack

\$52.80	\$2.57	\$50.23	20.00%	\$10.05	\$11,749.45
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8502 (AUSTIN BLDG) - Snack

\$87.70	\$4.58	\$83.12	20.00%	\$16.62	\$0.00
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8882 (COMMUNICATION/HUMAN SVCS BLDG) - Snack

\$195.75	\$10.00	\$185.75	20.00%	\$37.15	\$66,025.45
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8584 (EARLY CHILDHOOD DEV) - Snack

\$206.50	\$11.43	\$195.07	20.00%	\$39.01	\$15,694.50
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13343 (FIELDHOUSE) - Snack

\$193.15	\$11.29	\$181.86	20.00%	\$36.37	\$3,974.40
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8877 (FORESTRY BLDG) - Snack

\$325.95	\$16.75	\$309.20	20.00%	\$61.84	\$72,632.55
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8886 (GRIFFITH ARTS BLDG) - Snack

\$68.55	\$3.71	\$64.84	20.00%	\$12.97	\$14,652.40
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11158 (GROUNDS & TRANS) - Snack

\$122.15	\$5.52	\$116.63	20.00%	\$23.33	\$28,056.85
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8867 (GROUNDS & TRANS) - Snack

\$95.15	\$4.32	\$90.83	20.00%	\$18.17	\$4,407.30
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8875 (HALL 10) - Snack

\$290.20	\$16.21	\$273.99	20.00%	\$54.80	\$10,911.10
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117 (HALL 11) - Snack

\$130.25	\$7.74	\$122.51	20.00%	\$24.50	\$6,252.25
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8863 (HALL 12) - Snack

\$70.10	\$3.58	\$66.52	20.00%	\$13.30	\$5,627.75
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8110 (HALL 14) - Snack

\$54.55	\$2.56	\$51.99	20.00%	\$10.40	\$150,227.40
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902258 (HALL 15) - Snack

\$265.70	\$13.64	\$252.06	20.00%	\$50.41	\$111,095.05
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8859 (HALL 16) - Snack

\$11.05	\$0.64	\$10.41	20.00%	\$2.08	\$148,942.85
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8866 (HALL 17) - Snack

\$162.95	\$9.04	\$153.91	20.00%	\$30.78	\$133,903.05
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4093 (HALL 18) - Snack

\$229.45	\$12.73	\$216.72	20.00%	\$43.34	\$92,428.05
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8872 (HALL 20) - Snack

\$184.30	\$10.43	\$173.87	20.00%	\$34.77	\$15,071.65
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8879 (HALL 9) - Snack

\$189.05	\$10.09	\$178.96	20.00%	\$35.79	\$4,983.15
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3236 (HOUSING AND PRINT SHOP) - Snack

\$130.60	\$6.68	\$123.92	20.00%	\$24.78	\$28,160.85
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8625 (HUMAN SCIENCE NORTH) - Snack

\$25.05	\$1.38	\$23.67	20.00%	\$4.73	\$2,295.40
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8870 (HUMAN SCIENCE SOUTH) - Snack

\$18.50	\$0.92	\$17.58	20.00%	\$3.52	\$3,332.95
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15182 (LIBRARY) - Snack

\$559.85	\$27.53	\$532.32	20.00%	\$106.46	\$138,988.85
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19338 (LIBRARY) - Snack

\$432.10	\$22.82	\$409.28	20.00%	\$81.86	\$103,371.15
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8844 (LIBRARY) - Snack

\$135.80	\$10.35	\$125.45	20.00%	\$25.09	\$113,575.35
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8861 (LIBRARY STAFF) - Snack

\$130.95	\$7.26	\$123.69	20.00%	\$24.74	\$6,368.80
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14150 (LUMBER JACK LANDING) - Snack

\$275.50	\$15.35	\$260.15	20.00%	\$52.03	\$39,239.60
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900631 (LUMBER JACK LODGE 1ST FLR) - Snack

\$129.50	\$7.79	\$121.71	20.00%	\$24.34	\$52,331.45
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9827 (LUMBER JACK VILLAGE #1) - Snack

\$41.00	\$2.14	\$38.86	20.00%	\$7.77	\$86,526.30
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8547 (LUMBER JACK VILLAGE #2) - Snack

\$61.15	\$3.27	\$57.88	20.00%	\$11.58	\$234.95
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8718 (LUMBER JACK VILLAGE #3) - Snack

\$40.90	\$2.13	\$38.77	20.00%	\$7.75	\$14,983.00
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8543 (MCKIBBON 4TH FLR LOUNGE) - Snack

\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
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8857 (MCKIBBEN) - Snack

\$303.90	\$17.05	\$286.85	20.00%	\$57.37	\$128,094.60
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8845 (Nursing School) - Snack

\$104.35	\$5.27	\$99.08	20.00%	\$19.82	\$9,753.30
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80207 (POLICE STATION) - Snack

\$101.65	\$5.03	\$96.62	20.00%	\$19.32	\$5,938.90
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8862 (PURCHASING) - Snack

\$79.35	\$3.69	\$75.66	20.00%	\$15.13	\$9,231.90
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9826 (Rec Center) - Snack

\$346.15	\$18.90	\$327.25	20.00%	\$65.45	\$188,087.90
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8864 (RUSK BLDG) - Snack

\$57.10	\$3.06	\$54.04	20.00%	\$10.81	\$10,291.05
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8583 (SFA ART BLDG) - Snack

\$125.05	\$6.69	\$118.36	20.00%	\$23.67	\$17,096.50
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8652 (Shelton Gym) - Snack

\$64.70	\$2.99	\$61.71	20.00%	\$12.34	\$8,006.75
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8570 (SOCIAL WORK) - Snack

\$14.25	\$0.65	\$13.60	20.00%	\$2.72	\$176.47
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8673 (UC - 3RD FLOOR) - Snack

\$21.00	\$1.03	\$19.97	20.00%	\$3.99	\$12,409.08
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6123 (UC CENTER) - Snack

\$664.95	\$35.87	\$629.08	20.00%	\$125.82	\$77,111.20
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8702 (WISELY HALL) - Snack

\$0.75	\$0.03	\$0.72	20.00%	\$0.14	\$1,292.75
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STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND BUSINESS SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP NUMBER

VENDING SERVICES-22

PROPOSAL MUST BE RECEIVED BEFORE:

5:00PM, THURSDAY, MAY 12, 2022

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Business Services
P. O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement and Business Services
2102 Alumni Drive, Austin Bldg., Room 131
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
Procurement and Business Services** before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:

Kay Johnson
Stephen F. Austin State
University
Procurement and Business
Services
936.468.6550
email: johnsondk6@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #VENDING SERVICES-22**

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- Exhibit A Execution of Offer
- Exhibit B Acknowledgment of Addenda
- Exhibit C Financial Proposal
- Exhibit D Non-Collusion Affidavit
- Exhibit E Qualifications, Experience, and References
- Exhibit F Vending Machines by Location/Top Item Sellers
- Exhibit G Gross Sales History
- Exhibit H Vending Services Agreement

SECTION 1 INTRODUCTION

1.1 SCOPE OF PROPOSAL

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from interested vendors to provide vending services for snack foods.

1.2 AGREEMENT TERM

The Term of the Agreement shall be on or around September 1, 2022 through August 31, 2027. Thereafter, the term of this Agreement may be extended for one additional 5-year period at the option of SFA. Renewal will be based upon mutual agreement including negotiation of charge prices, commission and annual minimum guarantee. The annual minimum guarantee and charge prices may also be negotiated annually to be effective for each contract year. A “Contract Year” will be each period during the term of the agreement from September 1 to the following August 31.

1.3 SFA INFORMATION

- 1.3.1 Stephen F. Austin State University is a comprehensive, regional institution located in Nacogdoches, Texas. The University enrolls approximately 11,000 students, offering approximately 80 undergraduate majors and more than 120 areas of study within six academic colleges – business, education, fine arts, forestry and agriculture, liberal and applied arts, and sciences and mathematics. Accredited by the Southern Association of Colleges and Schools, SFA provides the academic breadth of a state university with the personalized attention of a private school.

Since its founding in 1923, Stephen F. Austin State University has established a reputation of providing a traditional, residential college experience serving approximately 3,500 students making SFA residence halls their home-away-from-home. To meet the needs of these students, SFA employs approximately 1600 full and part-time faculty and staff.

- 1.3.2 SFA has an exclusive pouring rights contract that includes beverage vending. Under this pouring rights contract, the contractor is responsible for providing all cold drink vending services on the university campus. All the cold drink machines belong to the contractor, and they are responsible for filling and maintaining the machines. No other cold drink products are allowed to be sold from vending machines on the University campus.
- 1.3.3 SFA is committed to its mission of enhancing the university experience by providing quality food and service to students, faculty, staff and campus visitors. There are approximately twenty-nine (29) snack machines located throughout the campus. Reference Exhibit G for estimated net sales by year. The university's current contract for vending services is approaching expiration.
- 1.3.4 For purposes of the exclusive pouring rights contract, 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, hot chocolate, smoothies, yogurt-based drinks, club soda, and tomato or V-8 vegetable juice.

- 1.3.5 Information regarding the number, location and type of vending equipment currently on the SFA campus is included in Exhibit F, Current Vending Machines by Location and other information.

1.4 SCHEDULE OF EVENTS*

*DATE	EVENT
April 19, 2022	Issuance of Request for Proposal
April 27, 2022 at 1:30pm	Recommended Site Visit
April 29, 2022 by 5:00 PM	Deadline for Questions
May 5, 2022	Question and Answer Addenda Document Posted, if any
May 12, 2022 by 5:00 PM	Requests for Proposals Due
May 13, 2022 until awarded	Evaluation of Proposals and Selection of Finalists and/or Negotiations
May 24-25, 2022	Finalist's presentations
July 2022	Notification of Award
September 2022	Scope of Work to begin

*Dates are tentative and subject to change.

1.5 OPEN RECORDS

SFA anticipates that the review of the proposals will be completed in May 2022 and award recommended to the Stephen F. Austin State University Board of Regents at its regularly scheduled meeting in July 2022. 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 agreements, after all negotiations are completed, may be subject to open records request. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the University, the firm acknowledges and accepts the University will comply with all applicable laws regarding the public posting of contracts.

1.6 PARKING ON CAMPUS

All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking and Traffic Office supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.

Contractor shall be responsible for obtaining parking permits from the Parking and Traffic Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 936-468-7275

1.7 GROUP PURCHASING AUTHORITY

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Section 51.9335, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

1.8 FORCE MAJEURE

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including acts of God, strikes, national, state, or local health emergency, war, riots, flood, fire, sabotage, governmental authority, or any other circumstances ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Contracting Party agrees to use their best efforts to mitigate the impact of the occurrence so that University may continue to provide mission critical services during the Force Majeure Occurrence.

1.9 RIGHT TO MODIFY

Stephen F. Austin State University reserves the rights to modify, revoke, or cancel this RFP in whole or in part at any time prior to the date on which SFA executes a Contract with the selected Respondent(s).

1.10 PERFORMANCE BOND

In accordance with §2252.064, *Texas Government Code*, Contractor will provide University with a performance bond for each Contract Year during the term of this Agreement. The amount of the performance bond during the term of this Agreement will be equal to ten thousand dollars (\$10,000). The performance bond will be issued by a surety company authorized to do business in the State of Texas and acceptable to University in all respects. The performance bond will be made payable to University and conditioned upon Contractor's prompt and faithful performance of Work.

1.11 ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions are identified in Exhibit H, Vending Services Agreement.

SECTION 2 STATEMENT OF WORK

2.1 SCOPE OF WORK

Stephen F. Austin State University, hereafter referred to as "SFA" or "the University", is seeking proposals from interested vendors to provide vending services related to snack foods.

2.2 VENDING EQUIPMENT, SERVICES AND OPERATIONS

2.2.1 All requirements associated with Vending Equipment, Vending Services, and Vending Operations are outlined in Exhibit H, Vending Services Agreement.

2.2.2 No subcontractors are permitted for this project.

2.3 PAYMENTS

2.3.1 A commission payment to the University shall be made by the 10th day of each month. The annual minimum guarantee is to be paid by September 30 of each contract year. Other payment terms are outlined in Exhibit H, Vending Services Agreement.

2.4 REPORTS

2.4.1 Monthly reports shall be provided to the university. The monthly report shall be broken down by machine and location showing the gross sales and percentage of commissions to be paid to the University. The gross sales and percentage of commission shall be sub-totaled by vending location area.

2.5 VENDING PRICING

2.5.1 The prices at which Contractor shall offer items for sale shall be fair and competitive with the prices at which similar items are sold in the vicinity of the university. All snacks must comply with FDA food labeling and regulations.

2.5.2 Charge prices may be adjusted annually up or down as negotiated and mutually agreed with the Executive Director of Auxiliary Services at least thirty (30) days prior to the start of a new Contract Year.

2.5.3 Charge prices during the Contract Year must be approved by the Executive Director of Auxiliary Services at least thirty (30) days before going into effect. The Contractor may be required to justify the request in writing providing support for the need to make changes other than at the start of a Contract Year.

2.6 ADDITIONAL SPECIFICATIONS

2.6.1 Additional specifications are identified in Exhibit H, Vending Services Agreement.

SECTION 3 INSTRUCTIONS TO RESPONDENTS

3.1 CONTACT INFORMATION

- 3.1.1 All questions regarding the RFP, or response must be forwarded to the Procurement and Business Services office:

Kay Johnson
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962
Phone: 936.468.6550
Fax: 936.468.4282
Email: johnsondk6@sfasu.edu

- 3.2 **RECOMMENDED SITE VISIT:** A site visit is recommended to view various vending areas on campus on April 27, 2022 at 1:30pm. The meeting location is in the Baker Pattillo Student Center at the information desk on the first floor. Please contact Nick Stallworth, Director of Baker Pattillo Student Center for any questions concerning the site visit. Contact information for Nick Stallworth is as follows: 936-468-1329 or nstallworth@sfasu.edu.

3.3 SUBMITTAL DEADLINE AND LOCATION

- 3.3.1 All proposals must be received by SFA no later than 5:00pm, Thursday, May 12, 2022.

- 3.3.2 Proposals are to be submitted to:

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Business Services
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

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

Stephen F. Austin State University
Procurement and Business Services
2102 Alumni Drive, Austin Bldg., Room 131
Nacogdoches, TX 75962

- 3.3.3 All U.S. Mail addressed to any component of SFA is delivered to a central mail room and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mail room and receipt in the Procurement and Business Services Department. Proposals must be in the office of the Procurement and Business Services Department by the time set for RFP closing in order to be considered, and receipt by SFA at the central mail room will not be deemed sufficient. The university shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the respondent unopened.
- 3.3.4 Proposals will be publicly opened Friday, May 13, 2022 at 8:30am in the office of Procurement and Business Services, 2102 Alumni Drive, Austin Building, Room 131. Only the names of the Respondents will be read aloud.
- 3.3.5 Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.
- 3.3.6 Faxed or electronically mailed proposals will not be accepted.

- 3.3.7 Proposals may be withdrawn at any time prior to the time and date set for proposal closing.
- 3.3.8 Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

3.4 SUBMITTAL INSTRUCTIONS

- 3.4.1 All proposals must be submitted in the format prescribed in Section 3.6.
- 3.4.2 **Respondent shall submit one (1) complete electronic copy of the Proposal on electronic media** (e.g., USB Drive) in a Microsoft Office (Word, Excel, Project and PowerPoint files) version 2003 or later format, or searchable Adobe .PDF files.
- 3.4.3 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.
- 3.4.4 Each respondent, by submitting a proposal, represents that the respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.
- 3.4.5 Proposals shall be signed by a legally authorized representative of the Respondent. Unsigned proposals (Exhibit A) will be rejected as a material failure.

3.5 ACCEPTANCE AND FORMATION OF AGREEMENT

- 3.5.1 No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.
- 3.5.2 The University reserves the right to negotiate further with any respondent that submits a proposal, once proposals have been opened. SFA may award a contract(s) 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.
- 3.5.3 The University reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA. The university shall be the sole judge of determining which proposal represents the best value to the University.
- 3.5.4 By submitting a response, the Respondent agrees to accept an agreement including the scope of work and specifications herein and attached to this Request for Proposal.

3.6 EVALUATION CRITERIA

3.6.1 Initial evaluation will be based on a comprehensive review and analysis based on a weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the university. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.

3.6.2 Initial evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in no particular order.

3.6.3 Evaluation Criteria

- a. 25% - Respondent's qualifications and experience including references;
- b. 35% - Variety, price, flexibility and quality of items to be offered;
- d. 30% - Commission proposed, including minimum annual guarantee and annual escalator;
- e. 5% - Exceptions to Specifications, Terms and Conditions outlined in Exhibit H, Vending Services Agreement;
- f. 5% - Transition plan and timeline including equipment to be provided

3.6.4 Presentations

As part of the evaluation committee's evaluation, SFA may require finalist(s) presentations from selected Respondents. The presentations will be held at SFA and will be conducted during the evaluation process. Reference Section 1.4 for schedule of events.

3.7 PROPOSAL FORMAT

3.7.1 Proposals shall be prepared in a straightforward and concise manner, identifying clearly and concisely any deviations, enhancements and other differences that exist between the RFP and the respondent's proposed services. Emphasis should be placed on responsiveness to the RFP requirements, completeness and clarity of content and conformance to the RFP instructions. **Respondents shall organize their proposal in a point-by-point format according to Section 3.7.2.** Failure to follow point-by-point presentation could be grounds for disqualification.

3.7.2 Proposal shall include the following information and be submitted in the following order:

- a. Required Submittal – **failure to provide any of the following documents will result in disqualification of the proposal from further consideration**
 - i. Exhibit A – Signed Execution Of Offer
 - ii. Exhibit B – Acknowledgement of Addenda, if any
 - iii. Exhibit C – Financial Proposal
 - iv. Exhibit D – Non-Collusion Affidavit
 - v. Exhibit E – Qualifications, Experience and References

Stephen F. Austin State University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid. SFA reserves the right to enter into an agreement, in the sole opinion of SFA, is deemed to represent the best value to SFA.

EXHIBIT A EXECUTION OF OFFER

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 and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.

By signature hereon, Respondent 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 Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 34 TAC 20.38.

Certifications:

Representations and Warranties by Respondent

If Respondent is a corporation, limited liability company, or any other entity organized and existing under state law, Respondent warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual signing the Agreement on behalf of the Respondent has been duly authorized to act for and bind Respondent.

Tax Certification

If Respondent is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Respondent is exempt from the payment of those taxes, or that Respondent is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

Eligibility to Receive Payment

In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Respondent certifies that it is not ineligible to receive the Agreement or any payments under the Agreement and acknowledges that University may terminate the Agreement and/or withhold any payment and/or reimbursement if this certification is inaccurate.

Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Respondent agrees that any payments owing to Respondent under the Agreement may be applied directly toward any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: _____

Sole Owner should also enter Social Security No.: _____

Respondent/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No/Fax No: _____

Email: _____

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S RESPONSE.
FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR RESPONSE**

**EXHIBIT B
ACKNOWLEDGEMENT OF ADDENDA**

Receipt is hereby acknowledged of the following addenda to this RFP.

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Respondent/Company: _____

Refer to the SFA Procurement and Business Services Department website to confirm all addenda issued: <http://www.sfasu.edu/purchasing/122.asp>

**EXHIBIT C
FINANCIAL PROPOSAL**

Having carefully reviewed the specifications and related documents affecting the proposal to provide vending services to Stephen F. Austin State University, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

Respondent Name: _____

Authorized Signature: _____

A. Commission _____ % of Gross Sales on all vending sales

B. Annual Minimum Guarantee \$ _____

C. Annual Escalation to Annual Minimum Guarantee: _____ %

EXHIBIT D NON-COLLUSION AFFIDAVIT

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

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

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

CONFLICT OF INTEREST

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

Signature _____

Company name _____

Date _____

EXHIBIT E QUALIFICATIONS, EXPERIENCE AND REFERENCES

- i. A brief history/overview of the company including years of experience providing similar services;
- ii. Company profile to include the name and resume of the manager to be assigned to SFA's account, their experience, certifications and qualifications;
- iii. Provide a list of no more than five (5) University/College organizations for which Respondent currently provides vending services. At a minimum, include entity name, contact name, address, telephone number and email address;
- iv. Provide a list of University/College accounts with which a contract was cancelled or terminated in the previous two (2) years. At a minimum, include entity name, contact name, telephone number, email address and reason for termination;
- v. Provide a detailed transition plan including the proposed process for transition and timeline as well as a description of equipment to be provided;
- vi. Describe reporting capabilities, including, but not limited to: monthly sales performance by product, monthly sales performance by machine/location. Include sample reports in your response.
- vii. Exceptions to Specifications, Terms and Conditions outlined in Exhibit H, Vending Services Agreement;
- viii. Provide a proposed list of items to be sold in the vending equipment and the charge prices.
- ix. Describe your inventory management plan including delivery/restocking schedule.
- x. Describe your detailed service and maintenance program, inclusive of any quality control measures. Service and maintenance program shall include 24-hour service and repair at no cost to the University.
- xi. Audited financial statements from previous three (3) years

**EXHIBIT F
VENDING MACHINES BY LOCATION/TOP ITEM SELLERS**

Location	Machine Class
Agriculture	Snack
Austin	Snack
Communication/Human Services	Snack
Early Childhood Development	Snack
Ferguson	Snack
Fieldhouse	Snack
Forestry	Snack
Griffith Fine Arts	Snack
Grounds and Transportation	Snack
Hall 14	Snack
Hall 15 (Griffith)	Snack
Hall 16	Snack
Hall 17 (Steen)	Snack
Hall 18 (Kerr)	Snack
Hall 20	Snack
Housing Ops and Print Shop	Snack
Human Sciences North	Snack
Human Sciences South	Snack
Library- 1 st Floor (3)	Snack
Library Staff Lounge	Snack
Lumberjack Landing	Snack
Lumberjack Lodge 1 st Floor	Snack
Lumberjack Village #1	Snack
Lumberjack Village #2	Snack
Lumberjack Village #3	Snack
Math	Snack
McKibben	Snack
Nursing School	Snack
Police Station	Snack
Purchasing	Snack
Rec Center	Snack
Rusk Building	Snack
Art Building	Snack
Shelton Gym	Snack
Social Work	Snack
Student Center	Snack
Student Center 3 rd Floor	Snack

LIST OF TOP ITEM SELLERS	QTY
Cheetos Flamin Hot Lss	11,420
Mrs Freshleys Value Honey Bun 3.5 oz	4,610
Ruffles Cheddar and Sour Cream Lss	4,345
MM Peanut	4,259
CheezIt Big Bag 2oz	3,988
Reeses Lsc Pb Cups	3,925
Gardettos Original 1.75oz	3,902
Twix Original Single	3,877
Welch's Mixed Fruit Snack 5 oz	3,738
Snickers Singles	3,690
Cheetos Crunchy Lss	3,624
Pop Tart Frosted Strawberry	3,515
Famous Amos Chocolate Chip Cookies 3oz	3,503
Doritos Nacho Cheese Lss	3,467
Cheetos Crunch Jalapeno Cheddar Lss	2,993
Doritos Cool Ranch Lss	2,501
MM Milk Chocolate	2,407
Grandmas Mini Vanilla Cookie Lss 3.7oz	2,312
Lance Toasty Peanut Butter Crackers	2,231

**EXHIBIT G
GROSS SALES HISTORY**

Gross Sales FY2018-2019	\$ 160,853
Gross Sales FY2019-2020	\$ 111,166
Gross Sales FY2020-2021	\$ 74,671 *
Gross Sales FY2021-2022	\$ 54,965 **

*estimated sales impacted by pandemic and students on campus

**sales as of March 31, 2022

VENDING SERVICES AGREEMENT
BETWEEN
STEPHEN F. AUSTIN STATE UNIVERSITY
AND

2022 - 2027

This Vending Services Agreement ("Agreement") is entered into effective as of _____, 20____ by and between Stephen F. Austin State University ("University") and _____ ("Contractor"). Unless otherwise provided, "University" and "Contractor" refer also to the management, employees, and agents of the parties.

University desires certain products and services be made available on the University's campus ("Campus") by means of vending machines for the benefit and convenience of its students, faculty, staff and visitors;

Contractor represents that it has the knowledge, ability, equipment, and personnel to conduct vending machine operations on Campus; and

University, in reliance on Contractor's representations, is willing to contract with Contractor on the terms and conditions of this Agreement.

For and in consideration of the mutual benefits and covenants contained in this Agreement, the University and Contractor agree as follows:

SPECIFICATIONS, TERMS AND CONDITIONS

Section 1.

TERM AND EXTENSION.

This Agreement begins on September 1, 2022 and ends on August 31, 2027 unless it is terminated earlier under termination provisions of the Agreement as set forth in Section 7.1 herein. Thereafter, the Term of this Agreement may be extended as mutually agreed upon by the parties, in writing for two additional 5-year periods. A "Contract Year" will be each period during the Term of this Agreement from September 1 to the following August 31.

Section 2.

PURPOSE.

2.1 Under this Agreement, the Contractor will provide exclusive vending services related to snack foods, cold foods, hot beverages, milk, medicine, school supplies and bill and coin changers for the University, as described herein and in Attachments A and B.

2.2 Exclusive Pour Information.

2.2.1 In 2013, the University entered into an exclusive pouring rights contract including beverage vending. Under the terms of this contract, the contractor is responsible for providing all cold drink vending services on Campus. All of the cold drink machines belong to the exclusive pouring rights contractor, and they are responsible for filling and maintaining the machines. No other cold drink products (including soft drinks, bottled water, fruit juices) are allowed to be sold from vending machines on Campus.

EXHIBIT H

- 2.2.2 For purposes of the exclusive cold drink vending contract in 2.2.1 above, 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, hot chocolate, smoothies, yogurt-based drinks, club soda, and tomato or V-8 vegetable juice.

Section 3.
VENDING EQUIPMENT.

- 3.1 The quantity of machines shown in the Approved Vending Locations, Attachment B, shall be considered a minimum number of machines to be located on Campus.
- 3.2 The Contractor may relocate existing vending equipment or request to place additional vending equipment in un-serviced areas of University's premises. However, it is agreed that the amount of space, quantity of vending equipment and location of said equipment shall be solely determined by the University, at all times during the term of this Agreement. Any approved changes will be reflected by amending the Approved Vending Locations identified in Attachment B.
- 3.3 The Contractor may, at Contractor's discretion, replace existing equipment so long as the total quantity of vending equipment shown in Attachment B, Approved Vending Locations, is not changed except as herein allowed.
- 3.4 Contractor agrees that any additional or replacement equipment shall be new or like new, state-of-the-art and shall have non-resettable counters, dollar bill changers, and, if requested by the University, debit/credit card readers.
- 3.4.1 Debit/credit card readers shall be installed and maintained at Contractor's expense, including all accounting and other services associated with accepting payment by debit or credit card.
- 3.4.2 The University shall provide and pay for all necessary telephone data lines.
- 3.4.3 If Contractor will accept credit card payment, University is required to validate compliance on a periodic basis with all applicable Payment Card Industry Data Security Standards (collectively, "PCI DSS"), including Payment Application Data Security Standards (collectively, "PA DSS"), promulgated by the Payment Card Industry Security Standards Council ("PCI SSC"). The compliance validation process requires University to undergo an assessment of (1) all system components used to process, store or transmit cardholder data, and any other components that reside on the same network segment as those system components, as well as (2) all related processes used to process, store or transmit cardholder data, (collectively, "System Components in Scope"). Some or all System Components in Scope have been outsourced to Contractor under this Agreement. Contractor will cause its agents and subcontractors to comply with all terms of this Section applicable to Contractor. Contractor will achieve and maintain compliance under the current versions of PCI DSS and PA DSS published on the PCI SSC website for service providers and payment applications. As evidence of compliance, Contractor will provide to University on or before the start this Agreement and within ten (10) days after each Contract Year during the term of this Agreement, a copy of Contractor's annual attestation of compliance signed by a Qualified Security Assessor ("QSA") as more particularly described on the PCI SSC website.

EXHIBIT H

If Contractor is unable to provide the required attestations of compliance, Contractor will permit University or University's QSA to assess all System Components in Scope that are hosted or managed by Contractor or by Contractor's agents or subcontractors. Contractor will create and maintain reasonably detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure cardholder data. The documentation will conform to the most current version of PCI DSS. Contractor will, upon written request by University, make the documentation and the individuals responsible for implementing, maintaining and monitoring System Components in Scope available to (1) QSAs, forensic investigators, consultants and attorneys retained by University to facilitate the validation of University's PCI DSS compliance, and (2) University's information technology, information security, audit, compliance and other staff.

Contractor will retain the documentation for at least one (1) year after termination of this Agreement

- 3.5 Contractor agrees that any equipment to be added, replaced, relocated or removed shall be added, replaced, relocated or removed solely at Contractor's expense.
- 3.6 The Contractor shall not make any alterations to any University facilities or property without the written approval of the University.
- 3.7 All vending equipment on the University's premises purchased or installed by Contractor, and all items and money contained in them, shall remain the property of Contractor. The University shall not have the responsibility for, and Contractor specifically releases the University from, any and all claims and liability arising out of any damage or loss to the machines, the items contained in them and the sales proceeds due to spoilage, fire, vandalism, theft, or any other cause whatsoever.
- 3.8 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.
- 3.9 Contractor shall promptly repair or replace University property damaged by Contractor, its agents or employees through negligence or willful act. On Contractor's failure to do so, the University may repair such damage and Contractor shall reimburse the University promptly for the cost of repair.
- 3.10 Promptly upon any termination of this Agreement, Contractor, at its sole expense, shall remove all of its equipment from University facilities and repair any unreasonable damage to such facilities caused in removing equipment, except for the reasonable damage necessitated by the removal and normal wear and tear.
- 3.11 Contractor shall be solely responsible for maintaining conditions of good sanitation and cleanliness in connection with its vending equipment operations on the University's premises and shall perform, at its sole expense, all maintenance, repair, and cleaning service necessary to maintain the vending equipment in a sanitary state and in good working condition throughout the term of this Agreement. The following minimum requirements for maintenance and cleaning shall apply.
 - 3.11.1 The Contractor shall provide routine and preventative maintenance for all vending equipment during normal business hours. Mechanical service shall be available 24 hours a day, 7 days a week with a six (6) hour guaranteed response time Monday through Saturday during Contractor's regular work hours.
 - 3.11.2 The contractor shall be responsible for cleaning all machines (front, tops, behind, underneath). In addition, the interiors of all equipment must be kept in sanitary condition.

EXHIBIT H

- 3.12 The University will be responsible for electrical and other utility connections and fees associated with the operation of any vending equipment provided under this Agreement. Any additional special circuits or electrical feeds to accommodate additional or replacement vending equipment must have the prior approval of the University. 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.
- 3.13 Pursuant to Section 2165.058, *Texas Government Code*:
- 3.13.1 Internal Energy Saving or Management Device. Contractor will activate and maintain any internal energy saving or energy-management device or option that is already part of or contained in the Equipment.
- 3.13.2 External Energy Saving or Management Device. Contractor will use an external energy-saving or energy-management device in all Equipment that (a) operates with a compressor, and (b) does not have an activated and operational internal energy-saving or energy-management device or option.
- 3.13.3 Expenses. Contractor is responsible for any and all expenses associated with the acquisition, installation, or maintenance of all energy-saving devices required by this Section.
- 3.13.4 Exception. This provision 3.13 does not apply to any Equipment that contains a perishable food product, as defined by Section 96.001, *Texas Civil Practice and Remedies Code*.

Section 4.
VENDING SERVICES.

- 4.1 Contractor agrees to use its commercially-reasonable efforts to ensure that vending equipment is kept well-stocked with appropriate items of good quality and freshness, in quantities that adequately supply demand, as long as the University provides adequate access to the Campus to perform such functions.
- 4.2 University shall permit Contractor to enter the Campus during all reasonable times as the University and Contractor shall mutually agree, and at no other times, to service and stock the vending equipment.
- 4.2.1 The University's normal operating hours in most buildings is 8-5, M-F. Other areas of Campus such as the Library and Student Center have expanded hours to accommodate student needs.
- 4.2.2 Notwithstanding anything to the contrary, access to all University residence halls shall be limited to 10:00am – 5:00pm seven (7) days per week.
- 4.2.3 The University, at the University's discretion, will provide access outside of the times specified herein to allow the Contractor to fill equipment prior to the arrival of larger summer camp groups.
- 4.3 In support of its obligation to be responsive to its students, faculty, staff and guests, the University reserves the right to reject any products sold through vending machines or to request that specific products be included.

EXHIBIT H

- 4.4 Contractor shall establish and maintain a Change Fund, with a mutually agreeable balance, with Student Center Information Desk.
- 4.4.1 The Contractor shall check the balance of this account and replenish, by check or cash payment, if needed, a minimum of once per month or more frequently as needed.
- 4.4.2 The University shall provide receipts to the Contractor upon replenishment of the Change Fund with the following information: a) the date on which the refund was issued; b) the location of the equipment from which the loss occurred; c) the circumstances giving rise to the refund claim; d) the amount of the claim; and e) the name of the individual making the claim.

Section 5.
VENDING OPERATIONS.

- 5.1 Contractor shall be responsible for all costs which are necessary for the Contractor to fulfill its obligations under this Agreement including, but not limited to, food and related supplies, management, and personnel.
- 5.2 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 create a nuisance or invalidate University 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.
- 5.3 The Contractor will accept delivery of all shipments and merchandise for its operations at its sole risk and at its own location that shall not be on University property.
- 5.4 The Contractor agrees at all times to employ sufficient personnel to perform its obligations hereunder. The Contractor will be solely responsible for the conduct and performance of its personnel. The University may, at any time, require the removal and replacement of any of Contractor's employees for good cause.
- 5.5 Contractor shall ensure that Contractor's employees wear uniforms (which shall be neat, clean, well-pressed and in good condition) and visible identification, identifying them at Contractor's employees, while carrying out any activities on the Campus associated with this Agreement.
- 5.6 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 or group of persons on the grounds of race, color, religion, national origin, age or sex in any manner prohibited by law.
- 5.7 The Contractor will engage and assign overall responsibility for the performance of its obligations to a Manager or Supervisor of Vending Services.
- 5.7.1 The University will have the right to approve the appointment of the Manager or Supervisor who must have a minimum of one-year experience in vending service, and such other reasonable qualifications, as the University deems necessary.
- 5.7.2 Contractor shall provide to the Student Center Director a phone number(s) to reach the Manager or Supervisor of Vending Services. The number(s) provided shall be an office, pager and/or cell number that will allow the University Representative to reach the Manager or Supervisor in a timely manner.

EXHIBIT H

- 5.8 All vehicles parked on the University's premises must properly display a valid SFA parking permit.
- 5.8.1 The SFA University Police Department supervises and coordinates all parking, transportation and traffic related functions on Campus.
- 5.8.2 The Contractor will be responsible for obtaining parking permits from UPD and resolving, should they arise, any parking regulation disputes and violations. The UPD telephone number is 936-468-2608.
- 5.8.3 The Contractor will ensure 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 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.
- 5.10 The Student Center Director will be the official University Representative and liaison in all matters relating to vending services provided under this Agreement.
- 5.10.1 All calls from a vending service customer regarding complaints, or a request for a change in service or equipment shall be directed to the Executive Director of Auxiliary Services, 936-468-1101. All existing equipment will include notice of the phone number and office to contact for such calls.
- 5.10.2 The Contractor shall be required to include the same notice on all replacement or additional equipment, at Contractor's own expense.
- 5.10.3 The Student Center Director will notify Contractor of equipment or areas for which repeated complaints or requests for change in service or equipment are received.

Section 6.**CONTRACTOR'S PAYMENTS, REPORTING AND PRICING.**

- 6.1 Payments
- 6.1.1 Commission Payments. By the tenth of each month the Contractor will pay the University a commission in the amount of _____ Percent (____%) of Gross Sales for the immediately preceding month.
- 6.1.2 Minimum Guarantee. In addition to the other financial agreements between parties provided in this Agreement, the Contractor will guarantee the University a minimum _____ 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.
- 6.1.3 Payment Terms. Payment terms for amounts due from University to Contractor under this Agreement (including but not limited to due dates, late fees, and interest) are governed by Chapter 2251 of the *Texas Government Code*. University is not responsible for the payment of collection costs or attorney's fees unless explicitly required by law.
- 6.1.4 Change Fund. The Contractor agrees to establish and maintain a Change Fund as described in Section 4.4.

- 6.1.5 Reporting. The Contractor shall provide a monthly report broken down by machine and location showing the gross sales and percentage of commissions to be paid to the University. The gross sales and percentage of commission shall be sub-totaled by vending location area.
- 6.2 As an Auxiliary Enterprise, Contractor, at its sole cost and expense, will comply with all requirements of Subchapter C, Chapter 2252, *Texas Government Code*, including the provision of financial statements, payment statements derived from sales tax reports, and bonds.
- 6.2.1 Financial Statement. In accordance with §2252.062, *Texas Government Code*, Contractor will submit to University on or before the start of the Term of this Agreement, two (2) copies of Contractor's most recent financial statement prepared by a certified public accountant.
- 6.2.2 Payment Statement. In accordance with §2252.063, *Texas Government Code*, Contractor will submit to University, no later than the 15th day after the end of each Contract Year, an annual payment statement derived from all of Contractor's sales tax reports for its operations during the preceding Contract Year. The annual payment statement must be certified by a certified public accountant licensed in the State of Texas.
- 6.2.3 Performance Bond. In accordance with §2252.064, *Texas Government Code*, Contractor will provide University with a performance bond for each Contract Year during the term of this Agreement. The amount of the performance bond during the term of this Agreement will be equal to ten thousand dollars (\$10,000). The performance bond will be issued by a surety company authorized to do business in the State of Texas and acceptable to University in all respects. The performance bond will be made payable to University and conditioned upon Contractor's prompt and faithful performance of Work.
- 6.3 The prices at which Contractor shall offer such items for sale shall be fair and competitive with the prices at which similar items are sold in the vicinity of the University.
- 6.3.1 Prices and commissions may be adjusted annually up or down as negotiated and mutually agreed with the Student Center Director at least thirty (30) days prior to the start of a new Contract Year.
- 6.3.2 Change in prices or commissions during the Contract Year must be approved by the Student Center Director at least thirty (30) days before going into effect. The Contractor shall justify the request in writing providing support for the need to make changes other than at the start of a Contract Year as provided in Section 6.3.1.
- 6.3.3 Any approved changes in prices or commissions annually or during the Contract Year must be reflected by amending the Vending Services Agreement.

Section 7. **GENERAL TERMS.**

7.1 Termination

- 7.1.1 In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via Certified Mail of such failure and demand that the same be remedied within ten (10) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

EXHIBIT H

- 7.1.2 Notwithstanding the foregoing, University shall have the right to terminate this Agreement without cause at any time during the term on giving ninety (90) days noticing in writing to Contractor.
- 7.1.3 In the event that this Agreement is terminated prior to the expiration of the term of the Agreement, the Commission shall be payable on gross sales up to the date of termination and the Minimum Guarantee shall be payable to the University shall be prorated on a per diem basis.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 Presence on the University's Premises.
- 7.5.1 Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the University's premises shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University's officers. University has the right to (a) require identification from any person on Campus, (b) refuse entry to persons having no legitimate business on Campus, and (c) eject any undesirable person refusing to leave peaceably on request. Contractor will cooperate with all authorized University representatives in the exercise of University's rights described in this Section.
- 7.5.2 Each individual who is assigned to perform any of Contractor's duties and obligations under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor and previously approved by University in writing. Contractor is responsible for the performance of all individuals performing work under this Agreement. Prior to commencing any work under this Agreement on University's premises, Contractor will at its expense (a) provide University with a list ("List") of all individuals who may be assigned to perform Work, and (b) have an appropriate criminal background screening performed concerning each individual. Contractor will determine on a case-by-case basis whether each individual is qualified to provide Work. Contractor will not knowingly assign any individual to provide Work who has a history of criminal conduct unacceptable for a higher education campus, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform work associate.
- 7.5.3 Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify the University's Police Department and thereafter furnish a full written report of such accident.

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- 7.6 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.
- 7.7 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.
- 7.8 Indemnification. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNIVERSITY AND ITS OFFICEERS AND EMPLOYEES FROM ANY CLAIM, DAMAGE, LIABILITY, INJURY, EXPENSE, OR LOSS, INCLUDING DEFENSE COSTS AND ATTORNEY'S FEES, ARISING OUT OF CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT OR AS A CONSEQUENCE OF THE EXISTENCE OF THIS AGREEMENT. ACCORDINGLY, THE UNIVERSITY SHALL NOTIFY CONTRACTOR PROMPTLY IN WRITING OF ANY CLAIM OR ACTION BROUGHT AGAINST THE UNIVERSITY IN CONNECTION WITH THIS AGREEMENT. ON SUCH NOTIFICATION, CONTRACTOR SHALL PROMPTLY TAKE OVER AND DEFEND ANY SUCH CLAIM OR ACTION. THE UNIVERSITY SHALL HAVE THE RIGHT AND OPTION TO BE REPRESENTED IN ANY SUCH CLAIM OR ACTION AT ITS OWN EXPENSE.
- 7.9 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 Contractor'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:
- 7.9.1 Workers compensation Coverage for Employees with statutory limits for the State of Texas, including Employers Liability coverage of \$1,000,000 per accident and per employee.
- 7.9.2 Comprehensive General Liability 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.
- 7.10 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.
- 7.11 Right to Inspect. University's agents, employees, and representatives shall have access to vending equipment during reasonable business hours for the purpose of inspection. Inspection may include, but is not limited to, confirming the counters in relation to reported financial information, verifying sanitary conditions, verifying functionality, etc.
- 7.12 Publicity.
- 7.12.1 Contractor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the University without the express written approval of the University's Public Affairs Office, on a case by case basis, obtained in advance, for each

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item of advertising or publicity. However, nothing herein shall preclude Contractor from listing the University on its routine client list for manner of reference.

- 7.12.2 Vending Services Agreement will not grant the Contractor a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.
- 7.13 Exclusivity. The Contractor will be the Vending Services Contractor for the University so long as this Agreement is in effect. This provision does not apply to any beverages provided under the University's exclusive pouring right contract.
- 7.14 Laws.
- 7.14.1 This Agreement shall be governed 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.
- 7.14.2 The Contractor will adhere to and follow all applicable laws, rules, regulations, and ordinances, including all University policies and procedures.
- 7.15 Taxes. Contractor shall pay when due all taxes or assessments applicable to Contractor. Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. The University is tax exempt. On request the University shall furnish the appropriate tax exemption documentation to the Contractor.
- 7.16 Survival. The terms, conditions, representations, and warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
- 7.17 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. Any purported assignment of rights or delegation of performance in violation of this provision is null and void. If Contractor subcontracts any of the work set forth in the Agreement, Contractor shall ensure that each subcontractor, vendor, affiliate, agent or representative agrees to and complies with all provisions of the Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.
- 7.18 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:

Executive Director of Auxiliary Services
Baker Pattillo Student Center, Room 1.310
P.O. Box 6094, SFA Station
Nacogdoches, Texas 75962-6094
FAX: (936) 468-1069

With a copy to:

Vice President of Student Affairs
Austin Building, Room 314
P.O. Box 6101, SFA Station

Nacogdoches, Texas 75962-6101
FAX: (936)468-2202

To the Contractor:

7.19 Miscellaneous Provisions.

- 7.19.1 **University's Board Approval.** This Agreement is not effective or binding until approved by the Stephen F. Austin State University Board of Regents.
- 7.19.2 **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 in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and 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 Finance & Administration of University 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 Agreement by University nor any other conduct, action or inaction of any representative of University relating to this contract constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (iii) University has not waived its right to seek redress in the courts
- 7.19.3 **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.
- 7.19.4 **Successors and Assigns.** This Agreement is binding on the parties and their respective successors and assigns in interest.
- 7.19.5 **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.
- 7.19.6 **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.
- 7.19.7 **Sole Agreement.** This document, Attachments A and B, any amendments, 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.

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- 7.19.8 **Warranties.** 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.
- 7.19.9 **Representations and Warranties by Contractor.** If Contractor is a corporation, limited liability company, or any other entity organized and existing under state law, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 7.19.10 **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.
- 7.19.11 **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.
- 7.19.12 **Texas Family Code Child Support Certification.** In accordance with Section 231.006 of the *Texas Family Code* and Sections 2155.004 and 2155.006 of the *Texas Government Code*, Contractor certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate
- 7.19.13 **Sales Tax Certification.** By signing the Agreement, the Contractor certifies as follows: "Under Section 2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
- 7.19.14 **Franchise Tax Certification.** Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Texas Tax Code*, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 7.19.15 **Payment of Debts to the State of Texas.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 7.19.16 **Fraud and Ethics.** Contractor is hereby advised that the University maintains policies regarding fraudulent or unethical conduct. These policies establish examples of acceptable and unacceptable conduct as well as procedures and responsibilities for detecting, reporting and resolving instances of known or suspected fraudulent activity and prescribe a coordinated approach toward investigation and resolution of fraudulent activity; reference University Policies 2.7, Fraud and 17.21, Purchasing Ethics.
- 7.19.17 **Access by Individuals with Disabilities.** Contractor represents and warrants (the "Electronic and Information Resources (EIR) Accessibility Warranty") that the electronic and information resources and all associated information, documentation and support

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that it provides to the University under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to the University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event the Contractor fails or is unable to do so, then the University may terminate the Agreement and Contractor will refund to the University all amounts the University has paid under the Agreement within thirty (30) days after the termination date.

- 7.19.18 **Limitations.** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 7.19.19 **Conflict of Interest.** Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of University's Board of Regents, nor any employee or person, whose salary is payable in whole or in part by University has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreement relates, or in any of the profits, real or potential, thereof.
- 7.19.20 **Products and Materials Produced in Texas.** Contractor covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 7.19.21 **Loss of Funding.** Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of University (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
- 7.19.22 **Sovereign Immunity.** The Parties stipulate and agree that no provision of, or any part of the Agreement between University and Contractor, or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to University beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or

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(3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.

- 7.19.23 **Access to Public Information.** Contractor is required to make any information created or exchanged with University pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to University. Contractor acknowledges that University may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
- 7.19.24 **Confidentiality.** During the course of the work and/or services to be provided under this Agreement and for a period of five (5) years thereafter, Contractor may come in contact with confidential information of University. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by University. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify University of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to University all confidential information in Contractor's possession or control. Contractor shall further comply with all University information security policies that may apply.
- 7.19.25 **Title IX.** University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled property, including institutions and entities with whom University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with University's Title IX investigation; and 3) Cooperate fully with all sanctions that University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and immediate termination of business or contractual relationships.
- 7.19.26 **U.S. Department of Homeland Security's E-Verify System.** By entering into the Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas during the term of the Agreement; and (ii) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement, within the United States of America. Contractor shall provide, upon request of University, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Contractor and Contractor's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of the University and at no fault to the University, with no prior notification. Contractor shall also be responsible for the costs of

EXHIBIT H

any re-solicitation that the University must undertake to replace the terminated Agreement.

- 7.19.27 **Israel Non-Boycott Verification.** Pursuant to Section 2270.002 of the *Texas Government Code*, Contractor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), *Texas Government Code*.
- 7.19.28 **Energy Company Boycotts.** Pursuant to Chapter 2274 of the *Texas Government Code*, Contractor certifies that it:
- 1) does not boycott energy companies as defined in Section 809.001 (1) (A) *Texas Government Code* (i.e., fossil fuel companies); and
 - 2) will not boycott energy companies during the term of this Agreement.
- 7.19.29 **Critical Infrastructure Affirmation.** Pursuant to Section 2274.0102 of the *Texas Government Code*, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is:
- 1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103 of *Texas Government Code*, or
 - 2) headquarters in any of those countries.
- 7.19.30 **Firearm Entities and Trade Associations Discrimination.** Pursuant to Chapter 2274 of the *Texas Government Code*, Contractor certifies that it:
- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
 - 2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- 7.19.31 **Debarment and Suspension.** Pursuant to Executive Order 12549 and Executive Order 12689, the University may not contract with parties listed with an active exclusion on the General Services Administration's System for Award Management (SAM). SAM identifies (via active exclusions) entities that have been debarred, suspended, or excluded from receiving federal contracts, subcontracts, or federal assistance and benefits. In compliance with the Code of Federal Regulations (CFR) Section 180.300, the University includes suspension/debarment provisions in its purchase orders. By entering into this Agreement, Contractor is certifying that, to the best of its knowledge, Contractor or any of its principals are not suspended or debarred. Contractor certifies that it is not subject to a vendor hold by the State of Texas. Contractor also certifies that it is not subject to debarment or suspension by the Texas Comptroller.
- 7.19.32 **Contractor Certification Regarding COVID-19 Vaccination.** Pursuant to Section 61.0085 of the *Texas Health and Safety Code* (enacted by SB 968, 87th Texas Legislature, Regular Session (2021)), Contractor certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Contractor's business. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 7.19.33 **Contracts with Foreign Terrorist Organizations Prohibited.** Pursuant to Section 2252.152, *Texas Government Code*, and to the extent applicable, Contractor hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any

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foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, *Texas Government Code*.

- 7.19.34 **Trafficking of Persons.** Under Section 2155.0061, *Texas Government Code*, Contractor certifies that the individual or business entity named in the bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 7.19.35 **Student Evaluation.** Contractor will comply with requirements of §51.945, *Texas Education Code*, and all University rules regarding students' involvement in the evaluation of the performance of Contractor, by periodically holding meetings or forums to provide University's students with a reasonable opportunity to discuss the performance of Contractor.

DRAFT

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: _____
Name, Title

Date signed

CONTRACTOR

By: _____
Name, Title

Date signed

ATTACHMENT A

DEFINITIONS

Approved Vending Locations – The quantity and location of machines shown in the Approved Vending Locations, Attachment B. The quantity shall be considered a minimum number of machines to be located on the University campus. Additional equipment locations must be approved by the Student Center Director.

Change Fund – Petty cash fund to be established by the Contractor, and held and used by Student Center Information Desk to provide cash refunds to vending service customers who report a loss of money in vending equipment included under this Agreement.

Commission – Percent of gross sales payable to the University by the tenth of each month for the immediately preceding month. This amount shall be deducted from the Minimum Guarantee to determine whether additional funds are owed the University at the end of each Contract Year.

Contract Year – Each year during the Term of the Agreement from September 1 to the following August 31.

Student Center Director – Official University Representative in all matters relating to this Agreement.

Minimum Guarantee – Guaranteed minimum dollar amount of commissions to be paid to the University on an annual Contract Year basis.

Baker Pattillo Student Center Information Desk – An office located in the Student Center responsible for managing fiscal affairs for the Student Affairs Division, including management of the Change Fund described herein.

University Representative – Stephen F. Austin State University Baker Pattillo Student Center Director.

Vending Equipment – All vending machines and bill and coin changers located on the Stephen F. Austin State University Campus, with the exception of vending machines covered in the exclusive cold drink vending contract.

ATTACHMENT B

APPROVED VENDING LOCATIONS

To be added