

# **Request for Proposals (RFP)**

## **Panola College**

### **Food Services Operation**

#### **INTRODUCTION**

Panola College (the College) is soliciting proposals for its food services operations located at 1109 West Panola, Carthage, TX 75633, from qualified third parties (Respondents). Proposals are due by March 1, 2022 at 2:00 pm CST at 1109 W. Panola, Carthage, Texas 75633 in the Business Office of the Martha Miller Administration Building. Proposals will be opened at that time, and the name of the Respondents will be read into the record. The College will subsequently select a Respondent from this population (Contractor) with whom to negotiate specific terms and conditions of the service in the form of a formal, binding contract. It is anticipated that the term of the contract will be for a five (5) year period commencing on August 1, 2022, with an additional five (5) year continuation option ending on July 31, 2032.

The Proposal should contain the following information.

#### **RESPONDENT'S INFORMATION**

To ascertain which Respondent is most suitable to provide food service for the constituents of the College, please furnish as part of your proposal a complete general description of your capabilities in the field of food service operations to minimally include the following:

1. Name and address of operating company.
2. The duration and extent of experience in the operation of food services. Explain in detail.
3. A list of similar operations and locations where your company is operating or has operated food services. Give operating tenure, name, address and telephone number of contact person of each operation. Expect the College to contact these references.
4. A complete balance sheet or annual report as of your last fiscal year of operation.
5. A table of company organization and a plan for the administrative management and staffing proposed under the specifications of this proposal.
6. Typical staffing patterns, pay scales, and benefit packages for typical employees.

#### **GENERAL EXPECTATIONS**

1. As an independent party, the Contractor shall operate the College food service located at Carthage, Texas. This will be an exclusive right to perform food services at the College (excluding vending services).

2. Contractor shall furnish at its expense all food, beverages, materials and supplies of every kind, together with the management necessary for the efficient operation of the food services.
3. Contractor shall obtain all necessary permits and licenses required for a food service operation at the Contractor's expense and provide copies to the College.
4. Contractor shall comply with all rules and regulations of the College, including a periodic certification that Contractor's state franchise tax obligation has been paid and all its filings are current or, if exempt, certify a statement to that effect. Contractor shall operate and maintain all food service operations in accordance with all applicable laws, ordinances, regulations, and rules of Federal, State and local authorities relating to standards of health, safety, and cleanliness. All structural or equipment changes that may be necessary for food service to comply with such requirements and standards shall be made by the College. The Contractor agrees to provide a copy of all Federal and/or State inspection reports to the Vice President of Fiscal Services of the College.
5. The Contractor shall be responsible for all cleaning of the kitchen work area, equipment, serving areas, indoor and outdoor dining areas and store rooms.
6. The Contractor shall follow and adhere to all Federal and State employment laws when selecting staff for its operations at the College.
7. The Contractor shall provide and maintain Worker's Compensation insurance for its employees with limits not less than those statutorily required by law. The Contractor shall maintain products liability and property damage insurance with a minimum single limit liability of \$1,000,000 per occurrence, written by a carrier accredited by the State of Texas. The Contractor shall provide the College with certificates of its insurance.
8. At termination of the eventual contract, Contractor shall relinquish the College's food services premises, small ware, and equipment in a similar condition as it was received. Exceptions to this stipulation may include normal wear and tear, damage by fire, flood, or other unavoidable occurrence, theft by persons other than employees of food service, and for those acts which may have occurred without negligence on the part of the Contractor, its employees or agents. Missing or damaged items other than those caused under the aforementioned exception shall be reimbursed by Contractor to the College at fair market value.
9. Contractor shall reimburse the College for Contractor's long-distance telephone and copying expenses if any are incurred.
10. Contractor shall permit the College's designees to have full access to the food services premises for the purpose of maintenance or other approved activity.
11. The Contractor shall provide free meals for evaluation and monitoring purposes to the President and Vice Presidents of the College.
12. Contractor shall provide detail on typical food service hours of operation to the College.
13. Contractor shall provide detail of resources available to cater special events to the College.

### RESPONDENT'S OBLIGATIONS

1. Respondent's proposal should be accompanied by a transmittal letter signed by an officer of your company indicating compliance to the conditions and specifications. This officer must have the power and authority to obligate the Respondent for all proposals and conditions stated.
2. Substitutions/alterations will not be allowed after a proposal has been submitted for review.
3. All quantity and prompt payment discounts should be listed on the proposal form.
4. There will be a Respondent walk-through of the food service facilities at the College by appointment. Respondents may schedule appointments from January 18, 2022, through February 11, 2022, during regular business hours by calling Don Clinton, Vice President of Student Services at (903) 693-2055.
5. Respondent's proposal shall include a sample menu for a four-week cycle. Indicate special event dinners separately. Respondent may tender additional options for consideration.

### OBLIGATIONS OF THE COLLEGE

1. Furnish suitable space on its premises for the preparation and service of food to its students, faculty, staff, guest and invitees.
2. Furnish at its expense all facilities completely equipped and ready for operation by the Contractor.
3. Furnish at its expense all heat, hot and cold water, gas, light, electricity, air conditioning and local telephone service required by the Contractor.
4. Furnish at its expense garbage and rubbish removal, exterminating, cleaning and waxing of the floors in the dining area.
5. Furnish at its expense building maintenance for plumbing, heating, air conditioning, electrical service, and both scheduled and unscheduled periodic cleaning of exhaust vent ducts to maintain function.
6. At its expense keep all cafeteria furniture in proper repair and operating condition. Furnish maintenance as required on kitchen equipment.
7. Agree to notify the Contractor as soon thereafter as practicable of any claim asserted against the College arising out of any occurrence covered by the Contractor's insurance policies, and the Contractor shall have the right and opportunity to settle, adjust, compromise, resist or defend such claim or any action or proceeding arising thereafter. The College further agrees to cooperate with the Contractor's investigation of such claim and provide to the Contractor or its designees any information deemed necessary for investigation of such claim to which the College has access to the full extent allowed by law.
8. Provide a complete point-of-sale system and maintain equipment as necessary.

### FOOD SERVICE OPERATIONS

1. The Contractor shall provide 19 meals per week to the College. Monday through Friday service will consist of three meals daily (Breakfast, Lunch, and Dinner). Saturday and Sunday service will consist of two meals daily (Brunch and Dinner). All regular meals will be served cafeteria style. Patrons will remove their own trays, dishes and utensils at the completion of their meal to the designated location. Other proposed services will be considered.
2. The College plans to contract a minimum of 215 board days each academic year. Board days are to be identified at the beginning of each semester. Respondents may propose tiered daily meal rates for student residents based on the number of dining residents for year one (1). An inflation factor based on the Consumer Price Index (CPI) may be applied to the year one (1) rate for the following years of the engagement. Contractor shall submit invoices to the College weekly for meal plans served. The College will consider any alternative rate structure that may be proposed. See Attachment 1 for a guiding schedule you may incorporate into your proposal.
3. Food trays will be prepared by the Contractor on approval or request of a physician and the Vice President of Student Services of the College for those students who are too ill to attend regular meal service. Delivery of such tray of food from the preparation area to the individual students will be the responsibility of the College. Trays may be prepared in disposable containers; if standard small ware is used, the College is responsible for the return of all trays, dishes, and utensils to food service area in a timely manner.
4. The College shall require all students residing in dormitories to be on the contract boarding plan unless special needs are documented by a physician and are unavailable through food service.
5. The College shall retain the privilege of using the cafeteria dining area at any time that does not conflict with the food service operation. The Contractor's resident manager and the College shall establish mutually agreeable times and hours that the facilities will be available for the College's use. At the completion of such time these facilities are used by the College or others, the College shall be responsible for any required janitorial and maintenance service to restore facilities to the proper condition.
6. An individually packaged meal may be requested by the College to replace a regular meal for student groups and/or athletic team travel, or for students who must miss meals due to class scheduling conflicts.
7. A special event meal shall be served twice monthly, any day Monday through Thursday. (Specify when special events meals will be provided in your proposal.)
8. Second servings will be one additional portion of any item per return to the food service area. Second servings will be available for contract boarders dining in the main service area on all food items except steaks. No other limits will be imposed on second servings.
9. In addition to student resident meal plans, the food service is offered to non-resident students and the general public. Those groups are presently charged on a retail (individual

meals) or semi-retail (blocks of meals purchased in advance) basis. Within its proposal, Respondent is encouraged to offer the College a commission on the revenue from this source.

10. The Contractor shall make food service (catering) available on campus for service clubs, camps and conferences at a rate mutually agreed to by Contractor and the organization requesting the food service. The opportunity exists to expand this service to off-campus venues for additional public and civic functions. Within its proposal, Respondent is encouraged to offer the College a commission from its third party revenue from this source.
11. The Contractor shall be responsible for providing and annually funding the Presidential Catering Fund for use at the discretion of the President of the College. The fund shall be subject to annual inflationary adjustment.
12. The College expects Respondents' proposals to include operations of the existing Bistro (located in the Arthur Johnson Gymnasium lobby). This facility is currently a nationally known coffee franchise. Your proposal should contemplate becoming a franchisee for a nationally known company for this facility. In addition to normal retail sales, the Bistro provides concession services at sporting and other events at the College. Within its proposal, Respondent is encouraged to offer the College a commission from this retail revenue.
13. Respondents should consider incorporating the use of an ordering "App" in those circumstances where the technology would create a convenience for patrons.

#### FINANCIAL AND ACCOUNTING

1. The College shall furnish the Contractor with a list of all students entitled to receive food service under this Agreement. The Contractor shall be promptly advised by the College of any additions or withdrawals from the original list of students. Regular weekly invoices to the College from the Contractor will be based on this list.
2. The accounting period shall be the calendar week. At the close of each accounting period, the Contractor shall submit to the College a statement of its charges and credits for the meal program.
3. Contractor shall provide on-site catering for the College sponsored and third party functions (civic clubs, etc.). Pricing and other arrangements will be mutually agreed to by the parties. Contractor shall submit invoices to the College for the College sponsored events. Catering for third party events shall be billed directly to the sponsoring party by the Contractor.
4. Any payments which are delinquent for a period of thirty (30) days shall bear interest from the original due date at the prime rate then charged for commercial loans by local banks.

#### GENERAL

The College has an enrollment of approximately 2500 students each fall and spring semester, and a student resident capacity of 250.

### PROPOSAL FORMAT

There is no required format for submitting a proposal. Each Respondent is encouraged to address the information requested and propose accordingly.

### SELECTION PROCESS

The selection process shall include the following steps:

1. Receipt and opening of proposals. Other than the name of the Respondent, no other information in the proposal shall be read aloud into the record.
2. Review of proposals.
3. Evaluation and ranking of Respondents and their proposals.
4. Selection of Contractor.

### SELECTION CRITERIA

Selection will be based on the following criteria, listed in order of importance:

1. A fair and reasonable price as explained in the Respondent's proposal (weight – 40%).
2. The Respondent's past relationship with the College, including Respondent's demonstrated competence and qualifications to perform the service (weight – 20%).
3. Responses from professional references provided by Respondent (weight – 20%).
4. The College's assessment of Respondent's staff and capabilities to perform the services required (weight – 20%).

### ANNULMENTS AND RESERVATIONS

1. The College reserves the right to reject any and all proposals and waive any and all formalities and conditions. The College may retain all proposals received for 30 days prior to taking any action, and Respondents may not withdraw their proposals during that time. The College will accept the proposal determined to be in its best interest.
2. All information, documentation and other material submitted by the Respondents in connection with the proposal shall be subject to public disclosure under the Open Records Act (Texas Government Code, Ch. 552). The Respondents are deemed to have knowledge of this law. Exceptions to disclosure of information as provided by this statute are intended to protect the legitimate interests of the State or its citizens and not to serve merely as a means to withhold or delay disclosure of public information.
3. This RFP is not a CONTRACT or OBLIGATION of any kind. The RFP does not obligate the College to pay for any costs incurred in the preparation and submission of specifications or for any costs incurred prior to the execution of a final contract.

### DELIVERY OF PROPOSALS AND DUE DATE

1. Proposals are due at the office listed below on or before March 1, 2022 @ 2:00 pm CST. Electronic transmittal will not be accepted under any circumstances. Proposals must be

mailed, hand delivered or delivered by courier before the stated time, or they will be rejected and returned unopened.

2. Mail or deliver proposals to:

Alan Howard, Vice President of Fiscal Services  
Panola College  
1109 West Panola  
Carthage, Texas 75633

3. Proposal envelopes must be plainly marked on the outside as follows:

FOOD SERVICE RFP

#### TAX EXEMPTIONS

The College is exempt from federal excise and state sales taxes, and proposals should reflect those exemptions accordingly.

#### ADDITIONAL TERMS AND CONDITIONS (STATE OF TEXAS)

##### **Antitrust Affirmation**

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- (1) in connection with this Response, neither I nor any representative of the Respondent has violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, as amended;
- (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and
- (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Respondent.

##### **Buy Texas Affirmation**

In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

##### **Child Support Obligation Affirmation**

Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate

##### **Dealings with Public Servants Affirmation**

Respondent 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 Response.

**Debts and Delinquencies Affirmation**

Respondent agrees that any payments due under the contract shall first be applied towards any debt or delinquency that is owed to the State of Texas.

**Disaster Recovery Plan**

Upon request of the College, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

**Disclosure of Prior State Employment**

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has employed by Agency or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

**Dispute Resolution**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

**Entities that Boycott Israel**

Respondent represents and warrants that, pursuant to Section 2271.002 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of the contract unless Respondent is exempt under the statute. Section 2271.002, as amended, exempts sole proprietorships or companies (as defined in the statute) with less than 10 full-time employees when the contract amount is less than \$100,000. Respondent, if subject to Section 2271.002 (as amended), agrees to sign a separate affidavit attesting that respondent does not boycott Israel and will not boycott Israel during the term of this contract under the penalty of perjury.

**Entities that Boycott Energy Companies**

Respondent represents and warrants that, pursuant to Section 2274.002 of the Texas Government Code, Respondent does not boycott energy companies and will not boycott energy companies during the term of the contract unless Respondent is exempt under the statute. Section 2274.002 exempts companies (as defined in the statute) with less than 10 full-time employees when the contract amount is less than \$100,000. Respondent, if subject to Section 2274.002 so agrees to this statute by execution of this document under the penalty of perjury.

**Entities that Discriminate Against Firearm Entities or Trade Association**

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



Exemption criteria includes the following:  
Company employs less than 10 full-time employees; AND  
Value of the contract is less than \$100,000

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

#### **E-Verify Program**

Respondent certifies that for contracts for services, Respondent shall utilize the U. S. Department of Homeland Security's E-Verify system during the term of the contract to determine eligibility of: (1.) all persons employed by Respondent to perform duties within Texas; and (2.) all persons, including subcontractors, assigned by Respondent to perform work pursuant to the contract within the United States of America.

#### **Excess Obligations Prohibited**

The contract is subject to termination or cancellation, without penalty to the College, either in whole or in part, subject to the availability of state funds.

#### **Excluded Parties**

Respondent certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

#### **Executive Head of a State Agency Affirmation**

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Respondent certifies that it is not (1) the executive head of a Texas State Agency, (2) a person who at any time during the four years before the date of the contract was the executive head of a Texas State Agency, or (3) a person who employs a current or former executive head of a Texas State Agency.

#### **False Statements**

Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false

statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

**Financial Participation Prohibited Affirmation**

Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

**Foreign Terrorist Organizations**

Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**Former Agency Employees**

Respondent represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.

**Governing Law and Venue**

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Panola County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.

**Indemnification**

RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND PANOLA COLLEGE, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**No Conflicts of Interest**

Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. If circumstances change during the course of the contract, Respondent shall promptly notify the College.

**Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**Public Information Act**

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

**Signature Authority**

By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.

**State Auditor's Right to Audit**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Suspension and Debarment**

Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

**Television Equipment Recycling Program**

Respondent certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

**Terms and Conditions Attached to Response** (This Clause does not apply to contracts but is an Essential Clause for solicitations.)

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

**Texas Bidder Affirmation** (This Clause does not apply to contracts but is an Essential Clause for solicitations.)

Respondent certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

**ATTACHMENT 1**

**Meal Plan Rate Worksheet**

<u>Number of Meal Plan Contracts</u>	<u>Rate per Day per Resident</u>
50 – 100	\$ _____
101-109	\$ _____
110-119	\$ _____
120-129	\$ _____
130-139	\$ _____
140-149	\$ _____
150-159	\$ _____
160-169	\$ _____
170-179	\$ _____
180-189	\$ _____
190-199	\$ _____
200-209	\$ _____
210-219	\$ _____
220-229	\$ _____
230-239	\$ _____
>240	\$ _____