THE NETWORK

Request for Proposals for a Term Agreement for
Dining and Food Services
RFP # 001-14

ISSUED BY
TEXAS COMMUNITY COLLEGE COOPERATIVE PURCHASING NETWORK

Sealed proposals, subject to the terms and conditions of this Request for Proposals, for the above referenced will be received until

2 PM, April 10, 2014

after which time the proposals will be opened and publicly read. Proposals received after the specified time will be returned unopened.

SCOPE: The Texas Community College Cooperative Purchasing Network (“NETWORK”) invites qualified vendors to submit proposals for a term contract for Dining and Food Services Management for NETWORK members. There are two categories of services for which proposals are requested.

___________________________________________

____________________________

____________________________

Legal Name of Contracting Company

Contact Person

Title

Telephone Number

Facsimile Number

E-Mail Address

Complete Mailing Address

City/State

Zip

Website

Authorized Signature

Printed Name
SECTION I

QUESTIONNAIRE

PROPOSED PRODUCTS AND SERVICES

1. Do you accept credit cards for payment? ______________________________________________________________

2. What are your net terms of payment? _________________________________________________________________

3. If you intend to deviate from the Standard Terms and Conditions, Specifications, or other requirements associated with this solicitation, you must list or reference all such deviations on this form, and provide complete and detailed information regarding the deviations below. The Network will consider any deviations in its Agreement award decision, and reserves the right to accept or reject a bid based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, you assert that you will fully comply with the Standard Terms and Conditions, Specifications, and all other requirements associated with this solicitation if awarded an Agreement.

List and fully explain any deviations:

________________________________________________________________________________________

________________________________________________________________________________________

4. The awarded contractor will be required to report monthly sales through this Agreement for the purpose of calculating the Network service fee. Can you provide a sample of a sample sales report that demonstrates the format to be used? ________ If “Yes”, attach sample to this Proposal Form.

5. Please provide a detailed summary of your proposed products and services that are specified in the Specifications section of this RFP. The summary may be in the form of a catalog, sales brochure, spreadsheet, or other applicable descriptive material and may be submitted in electronic form if most practical. Please check here if you are submitting in electronic form only: __________

6. GEOGRAPHIC REGIONS OF TEXAS: The Network prefers to award Agreements by geographic region of the state of Texas. While the City prefers that vendors bid for all locations in a region, the bidder may offer for only certain locations within a region as an alternate proposal.

For Category 1, bidder will service the following location:

_____ Cisco College

For Category 2, bidder may offer services for the entire state by checking the following statement:

_____ I will service all regions statewide.

Otherwise:
Bidder must place a checkmark next to the Region name if bidding for entire region.
If bidding only for certain cities, then place a checkmark next to each city’s name to be served.

_____ Central Region
_____ Austin
_____ Brenham (Blinn)
_____ Hillsboro (Hill)
_____ Killeen (Central Texas)

_____ Waco (McLennan)
_____ Corsicana (Navarro)
_____ Temple
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<th>Region</th>
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<tr>
<td><strong>East Region</strong></td>
<td>Lufkin (Angelina), Kilgore, Paris, Texarkana</td>
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<td></td>
<td>Tyler, Mt. Pleasant (Northeast), Carthage (Panola), Athens (Trinity Valley)</td>
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<tr>
<td><strong>North</strong></td>
<td>McKinney (Collin), Dallas, Denison (Grayson), Fort Worth (Tarrant)</td>
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<td>Vernon, Weatherford, Ranger, Gainesville (North Central)</td>
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<tr>
<td><strong>West</strong></td>
<td>Amarillo, Clarendon, El Paso, Borger (Frank Phillips), Big Spring (Howard)</td>
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<td>Midland, Odessa, Levelland (South Plains), Snyder (Western Texas)</td>
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<tr>
<td><strong>South</strong></td>
<td>San Antonio (Alamo), Corpus Christi (Del Mar), Beeville (Coastal Bend), Laredo</td>
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<td>McAllen (South Texas), Uvalde (Southwest Texas), Brownsville (Texas Southmost), Victoria</td>
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<tr>
<td><strong>Southeast</strong></td>
<td>Alvin, Galveston, Houston, Baytown (Lee), The Woodlands (Lone Star)</td>
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<td>Wharton, Lake Jackson (Brazosport), Texas City (College of the Mainland), Pasadena (San Jacinto)</td>
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QUALIFICATIONS

1. Company’s Dun & Bradstreet (D&B) number: ____________________________

2. List the following -

A: Contract Administrator

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<th>Name</th>
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B: Order Desk Contact:

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3. Provide information regarding if your company has been involved in any litigation, bankruptcy, or reorganization in the past seven (7) years:

__________________________________________________________________________________________

4. Customer price quotes and invoices must show evidence that the purchase price complies with the pricing offered with your proposal. Can you provide an example of your customer price quote or invoice that demonstrates the format to be used? _______ If “Yes”, attach sample to this Proposal Form.

5. Felony Conviction Disclosure - Subsection (a) of Section 44.034 of the Texas Education Code, which is applicable to community colleges in the State of Texas, states:

“A person or business entity that enters into an Agreement with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

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

Please check one of the following:

_____ Offeror is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)

_____ Offeror is not owned or operated by anyone who has been convicted of a felony.

_____ Offeror is owned or operated by the following individual(s) who has/have been convicted of a felony:
Name of felon(s): ____________________________________________________________

Conviction details: ___________________________________________________________

6. Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas.

Location of Principal Place of Business (City/State): ____________________________________________

Section 44.031(b) of the Texas Education Code establishes certain criteria that a community college in the State of Texas must consider when determining to whom to award an Agreement. Among the criteria for certain Agreements is whether the vendor or the vendor’s ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither bidding company nor the ultimate parent company or majority owner has its principal place of business in Texas, does offeror, ultimate parent company, or majority owner employ at least 500 people in Texas?

_____ Yes  _____ No

7. Does offeror’s resident state require a proposer whose principal place of business is in Texas to underprice proposers whose resident state is the same as Proposers by a prescribed amount or percentage to receive a comparable Agreement?

_____ Yes  _____ No

What is the specified amount or percentage? ________________________________

8. MWBE/HUB Business Certification: A proposer that has been certified as a Minority/Women Business Enterprise (also known as a “Historically Underutilized Business” or “HUB” and all referred to in this form as a “MWBE”) is encouraged to indicate its MWBE certification status when responding to this solicitation. Offeror certifies that company has been certified in the following categories: (Please check all that apply)

_____ My company has NOT been certified as a MWBE.

_____ Minority Owned Business  _____ Women Owned Business

Certificate Number: _______________________________________________________

Name of Certifying Agency: ______________________________________________

Disadvantaged Business Enterprises (DBEs) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
EXPERIENCE

1. COOPERATIVE PROGRAM PARTICIPATION: Please place a checkmark next to the cooperative purchasing program that has awarded your company a current Agreement:

   _____ TASB Buyboard       _____ Houston-Galveston Area Council
   _____ U.S. Communities     _____ TIPS/TAPS
   _____ The Cooperative Purchasing Network       _____ E & I Cooperative

   ______ I have no previous experience working with a cooperative.

2. Year business was incorporated or established: ____________________________________________________________

3. SIMILAR CONTRACTS & REFERENCES: Provide the names of five (5) contracts awarded within the last three (3) years in which your firm provided similar goods or services as proposed under this RFP.

   Entity Name: _______________________________________________________________________________________

   Goods/Services Provided: ____________________________________________________________________________

   Estimated Value of Contract: _________________________________________________________________________

   Customer Contact Name: ________________________________________________

   Customer Contact Email: ______________________________________________

   Customer Contact Phone: ______________________________________________

   Entity Name: _______________________________________________________________________________________

   Goods/Services Provided: ____________________________________________________________________________

   Estimated Value of Contract: _________________________________________________________________________

   Customer Contact Name: ________________________________________________

   Customer Contact Email: ______________________________________________

   Customer Contact Phone: ______________________________________________
Entity Name: ______________________________________________________________

Goods/Services Provided: _________________________________________________

Estimated Value of Contract: _____________________________________________

Customer Contact Name: ________________________________________________

Customer Contact Email: ________________________________________________

Customer Contact Phone: ________________________________________________

Entity Name: __________________________________________________________

Goods/Services Provided: ________________________________________________

Estimated Value of Contract: _____________________________________________

Customer Contact Name: ________________________________________________

Customer Contact Email: ________________________________________________

Customer Contact Phone: ________________________________________________

Entity Name: __________________________________________________________

Goods/Services Provided: ________________________________________________

Estimated Value of Contract: _____________________________________________

Customer Contact Name: ________________________________________________

Customer Contact Email: ________________________________________________

Customer Contact Phone: ________________________________________________

COST

On the attached Proposal Pricing Form, provide your proposed pricing or discounts.
DEBARMENT

Neither the offeror nor an owner or principal of offeror has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

____ No, offeror is not currently debarred, suspended or otherwise ineligible.

____ Yes, offeror is currently debarred, suspended or otherwise ineligible.

OTHER

<table>
<thead>
<tr>
<th>Owners, Partners or Principal Officers</th>
<th>Title</th>
</tr>
</thead>
</table>

Business Classification:  ( ) Sole Proprietorship  ( ) Partnership  ( ) Corporation

Annual Gross Sales for Last Calendar Year: ______________
SECTION II
GENERAL INFORMATION

SCOPE
The Texas Community College Cooperative Purchasing Network is accepting proposals for the following categories:

1. Dining and Food Services for Cisco College
2. Dining and Food Services for Other Colleges

The Network desires to have a contract with one vendor for all categories listed above. However, the Network reserves the right to award contracts by category and geographic region if determined to be in the best interest of its members.

The Network intends to award a contract for each category. Proposing vendors (“proposers”) shall include in their proposal response separate offers for each of the two categories. Proposer is not obligated to offer under both categories.

Category 1 will provide food service at Cisco College in Cisco, Texas in accordance with specific requirements stated in the specifications. After award of a Network cooperative contract, an operations agreement will be negotiated and executed between the awarded contractor and Cisco College. The fee shall be as proposed and accepted in the awarded contract.

Category 2 will provide food service for member colleges that may at some point in the future choose to obtain Dining and Food Services from the contractor awarded this category. The member shall have the right to negotiate a supplemental operations agreement with the awarded contractor that shall cover the specific details of operating the food services program for that college and shall be customized for each individual college. The awarded contractor shall pay a commission on gross sales to the participating college. The commission, either a single flat rate, or a tiered structured commission, shall be stated in the proposer’s response to this section.

Interested Proposers are requested to submit a proposal that meets the specifications of these categories.

ABOUT THE NETWORK
The Texas Community College Cooperative Purchasing Network (“Network”) is a statewide cooperative purchasing organization consisting of the fifty member college districts of the Texas Association of Community Colleges. The goal of the Network is to assist the community colleges in Texas to increase efficiency and economy when purchasing goods and services. The Agreements are awarded by the Network and are available for use by the members and are in compliance with Texas procurement statutes for community colleges. The awarded contractors will pay a service fee to the Network for each sale made through the awarded cooperative contract (see item 2.17 of the attached Standard Terms and Conditions).

INQUIRIES
All questions regarding this Request for Proposals should be directed to Charles Oberrender, Network Director of Cooperative Purchasing, at (512) 739-3746. The deadline for written clarification requests is March 27, 2014 at 4 PM.

It is the intent of the Network to award one or more cooperative purchasing Agreement(s) to meet the needs of its participating member colleges. Member colleges are eligible to voluntarily acquire these goods or services on an “as needed” basis from the awarded Agreement.

Your firm, (the “Offeror”), shall be able to perform the services or provide the goods as specified in this solicitation.
The Offeror is to prepare a proposal that describes all goods and services that offeror desires to make available and the appropriate pricing structure for each. The applicable pricing shall be stated on the attached Proposal Pricing Form. If additional information or detail is necessary, such as with a rate chart, then include that detail on additional pages.

Proposers are not obligated to offer all categories and are not obligated to offer to serve all geographic regions. The Offeror shall indicate which categories and which geographic regions it so desires. The Network shall make an award for each category for each geographic region thus resulting in one or more Agreements to be awarded. If proposing for a category, but the offeror desires to exclude an item(s) within the category, then that item(s) must be clearly identified as “Not Offered” on the Proposal Pricing Form.

**SOLICITATION SCHEDULE:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release of RFP</td>
<td>March 5, 2014</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>March 20, 2014</td>
</tr>
<tr>
<td>Deadline for Clarification</td>
<td>March 27, 2014</td>
</tr>
<tr>
<td>Opening Date for RFP’s</td>
<td>April 10, 2014</td>
</tr>
<tr>
<td>Proposal Evaluation &amp; Negotiations</td>
<td>April, 2014</td>
</tr>
<tr>
<td>Award by Network Executive Committee</td>
<td>May, 2014</td>
</tr>
</tbody>
</table>

Note: With the exception of the time and date to open RFPs, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

**TERM OF AGREEMENT**

Unless otherwise specified in the specifications, the term of the Agreement will begin upon execution of this Agreement by the Network. The initial period will be for one year. On the anniversary date, the Agreement shall automatically renew for up to four (4) additional one (1) year terms. The maximum term of the Agreement is five (5) years. Either party may terminate the Agreement on the anniversary date, without cause, with thirty (30) days written notice and contractor’s fulfillment of all outstanding purchase orders received prior to the termination date.

**ESTIMATED QUANTITY**

The attached Proposal Form may contain estimated annual purchase quantities based on best estimates from the participating members of the Network. However, the Network does not guarantee any quantity to be ordered as use of this contract by participants is strictly voluntary. No minimum order may be required by the vendor unless so stated in Offeror’s proposal response. Orders will be placed by the Network members on an as-needed basis.

**TECHNICAL SPECIFICATIONS**

See attached document titled “Specifications”.

**PRE-PROPOSAL CONFERENCE**

A non-mandatory pre-proposal meeting to address both categories is scheduled for 10 AM, Thursday, March 20, 2014 at the Cisco College Campus, 101 College Heights, Regents House, in Cisco, Texas.

An additional location for remote attendance is the Texas Association of Community Colleges Building, Conference Room, 1304 San Antonio, Suite 201, in Austin, Texas. The remote meeting will be connected via conference call with the Cisco meeting.

Proposers intending to submit a proposal for these services are encouraged but not required to attend. It would be in the interest of the proposer to attend so that a clear understanding of the entire RFP is received.

**PROPOSAL SUBMITTAL**

Proposals shall be submitted in hard copy paper format using this entire Request for Proposal document to insure complete uniformity of wording of all proposals. Proposals may be rejected if they show any omissions, alterations
in wording, conditional clauses, or irregularities of any kind on the Proposal Form. Additional original content information may be attached to the form to further explain the proposal as necessary. Submittal shall include one (1) original, which shall be manually signed in ink by a person having the authority to bind the firm in an Agreement, and an electronic copy in PDF format stored on a CD or memory stick. Any proprietary or confidential information on the proposal document must be clearly marked as such and kept separate in the submittal and marked “Confidential” to separate from the rest of the proposal. Release of confidential information through an open records request is subject to the Texas Attorney General’s discretion.

Sealed proposals will be accepted at:

The Network Sealed Bid Box
Texas Association of Community Colleges
1304 San Antonio, Suite 201
Austin, Texas 78701

until the RFP closing time and date. At that time the proposals will be publicly opened and read aloud. The proposal packages will be time/date stamped which shall be the official time of receipt for all packages received. Any proposal package received after the time and date specified or at any other location shall be considered void and not accepted. Oral, telegraphic, telephonic, e-mailed, or facsimile responses shall NOT be accepted.

Proposals must be enclosed in a sealed package. The outside of the package shall be labeled as follows:

TACC Cooperative Purchasing Network Sealed Bid Box
RFP # and Title
Bid Opening Time and Date

Include this entire RFP document with your proposal. Failure to submit all pages of this document may result in disqualification of the proposal. By submittal of this bid, offeror certifies to the best of his/her knowledge that all information is true and correct.

RANKING AND SELECTION
Each proposal will be evaluated and ranked within 45 days of the opening date. The evaluation criteria used for ranking is as follows:

<table>
<thead>
<tr>
<th>Proposed Product/Service</th>
<th>40 points</th>
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<tbody>
<tr>
<td>Qualifications</td>
<td>10 points</td>
</tr>
<tr>
<td>Past Experience</td>
<td>10 points</td>
</tr>
<tr>
<td>Cost</td>
<td>40 points</td>
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</table>

SUBMISSION OF POST-PROPOSAL INFORMATION
Upon request by the Network, each offeror shall, within the time frame requested, submit any additional information required to evaluate a proposal, including any information on subcontractors.

AGREEMENT AWARD
By submitting a proposal in response to this solicitation, offeror understands that it has submitted an offer to contract with the Network and agrees to all of the Standard Terms and Conditions.

All awards will be made by the Texas Association of Community Colleges Executive Committee within ninety (90) days after bid opening. Notification of award will be sent to all successful Proposers and posted on the Network website.

Upon an award, a TCCCPN Master Agreement will be executed. A copy of the Master Agreement is
included with this RFP package. Signature on the Master Agreement is not required at the time the proposal is submitted. Execution of the agreement will take place after award. Please note that no other agreement documents will be executed.
SPECIFICATIONS

Herein are specifications for two different categories of Dining and Food Services. Proposing vendors (“proposers”) shall include in their proposal response separate offers for each of the two categories. The response sections shall be labeled either “Category 1 – Cisco College” or “Category 2 – Other Colleges”. Proposer is not obligated to offer under both categories. Only one proposal document is to be prepared and it shall contain offers for one or both categories.

Pre-Proposal Meeting
A non-mandatory pre-proposal meeting to address both categories is scheduled for 10 AM, Thursday, March 20, 2014 at the Cisco College Campus, 101 College Heights, Regents House, in Cisco, Texas.

An additional location for remote attendance is the Texas Association of Community Colleges Building, Conference Room, 1304 San Antonio, Suite 201, in Austin, Texas. The remote meeting will be connected via conference call with the Cisco meeting.

Proposers intending to submit a proposal for these services are encouraged but not required to attend. It would be in the interest of the proposer to attend so that a clear understanding of the entire RFP is received.
CATEGORY 1 – CISCO COLLEGE

Please prepare your proposal based on the following information:

1. Scope
The Network is seeking proposals for Category 1 – Cisco College from qualified vendors to provide food service in the College’s cafeteria. These specifications are for Dining and Food Services at Cisco College headquartered in Cisco, Texas. Cisco College (the “College”) is a two-year community College serving in Eastland, Callahan, Coleman and Taylor Counties of Texas.

A proposing vendor (“proposer”) will need to submit information to provide assurance to the Network that it is qualified to provide the described services. From among those Proposers that are qualified, the Network will award a contract to the Proposer that, in Cisco College’s sole opinion, provides the proposal that is most advantageous to Cisco College and the Network. Cisco College and the Network reserves the right to select the proposal that it deems to be most advantageous to it, in its sole opinion, even if that proposal does not contain the highest financial benefit to Cisco College and the Network.

2. General Description
The Proposer will provide food service in the cafeteria located on the North end of Wrangler Hall, using equipment provided by the College. The food service Proposer will be open for business on weekdays from 7:30 a.m. to 9:00 a.m. for breakfast, 11:15 a.m. to 1:15 p.m. for lunch and 5:00 p.m. to 6:30 p.m. for dinner and open for brunch and dinner on weekends for the fall semester, the spring semester and for an appropriate number of days before and after those semesters.

Cafeteria meals are to have unlimited seconds. In addition to cafeteria meals, the Proposer will operate the snack bar at the College’s Abilene Educational Center and will sell drinks, snacks, and grab and go items. The Proposer will also provide catering services on a non-exclusive basis. Currently the College offers a meal plan that includes nineteen meals each week, as follows: breakfast, lunch and dinner on weekdays and brunch and dinner on weekends for the fall semester, the spring semester and for an appropriate number of days before and after those semesters.

The Proposer will provide sack lunches or establish special serving hours for boarding students that are required to be off campus for College programs during regular serving hours.

The Proposer shall be bound by the College’s contract with Pepsico to sell its products exclusively, and by any agreements that the College enters into that replaces the Pepsico agreement. The current Pepsico contract expires in January 2019.

3. About Cisco College
Cisco College provides food service on its main campus in Cisco, Texas in its cafeteria located on the North end of Wrangler Hall, and snack bar services on its site (Abilene Educational Center) in Abilene, Texas.

The College’s total enrollment (headcount) was 3,576 for fall 2013. On a full-time equivalent basis, enrollment for fall 2013 was 2,878. The College has residence halls on the main campus in Cisco that can house up to 355 students. For the fall 2013 semester, 348 students lived in College owned residence halls.

Approximately 348 resident students AND 8 Dorm Supervisors are on the 19 per week meal plan and there are approximately 16 on the commuter student, faculty/staff and community meal plan options.
4. Responsibilities of Cisco College for Cafeteria
The College will provide all necessary food service equipment and facilities. The facilities will include a kitchen, a serving area, dining areas, office space, and sanitary toilet facilities for employees only. The equipment will include all kitchen equipment, all serving equipment, dining room tables and chairs, and other such furnishings. However, the Contractor shall provide its own office furnishings.

The College will provide an adequate initial inventory of plates, flatware, glasses, serving trays, salt shakers, and pepper shakers. However, the Proposer will be responsible for maintaining this level of inventory and shall replace, at its expense, all items needed to maintain the original inventory of such items.

The College will provide necessary repair or replacement of equipment and the repair of facilities.

The College will provide utility service to the Proposer including water, sewer, natural gas, electricity, and telephone service (one dedicated line for phone and/or fax), and internet service. However, the contractor will provide its own fax machine. The College does not guarantee any uninterrupted supply of utility services, and the College will not be liable to the vendor or to anyone else for any loss, damage, cost or expense which may result from the interruption of or failure of utility services.

The College shall provide trash and garbage disposal services and pest control services.

The College will provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies, and blinds, and periodic waxing and buffing of floors.

The College will provide all necessary fire extinguishers.

5. Responsibilities of Contractor for Cafeteria
The contractor will purchase, prepare, and serve food, food products, and beverages for sale and distribution at the College’s Cafeteria as well as cash and carry drinks, and snack to go items at the Snack Bar located at the College’s Abilene Educational Center in Abilene, Texas.

The contractor will provide its services in such a manner as to meet or exceed all requirements of the local Health Department or any other regulatory body and shall submit to the College, upon request, satisfactory evidence of such compliance.

The contractor will provide an adequate staff of employees, including adequate administration and supervision. The contractor will provide the College with criminal background checks and will consult with the College prior to hiring anyone with a criminal history.

The contractor must designate a Food Service Manager who must come to the position trained and experienced in the management and operation of a facility that is similar to that at Cisco College. The contractor must agree that the tenure of the Food Service Manager is dependent on the continual approval of the College.

Each employee of the contractor will strictly adhere to all campus rules and regulations. The College reserves the right to remove an employee of the contractor for cause.

The contractor will require each of its employees to submit to periodic health examinations, at least as frequently as required by law, and shall submit to the College, upon request, satisfactory evidence of such examinations.
The contractor will be responsible for the cleanliness of the entire kitchen, serving and dining area, including the provision of the necessary cleaning supplies.

The contractor must be capable of accepting cash, credit and debit cards, in addition to the College’s meal plans.

The contractor shall provide 20 free meal tickets for each academic year within the timeframe of the contract for evaluation and monitoring purposes. The College will determine which employees receive the tickets.

The contractor must periodically, but not less than annually, hold meetings or forums to provide the students with a reasonable opportunity to discuss the performance of the contractor in providing food service.

6. Right of Inspection
The College will have the right to inspect all facilities of the cafeteria and its operations. Those inspections will include the quality and quantity of food, the method of service, the cleanliness and sanitation of the entire operation including dining areas, opening and closing hours, and the cleanliness, appearance and behavior of the contractor’s employees. The College will provide the contractor with the results of these audits and allow the contractor sufficient time to make corrections. Repeated problems or the failure of the contractor to make timely corrections will be grounds to terminate the contract between the College and the contractor.

7. Insurance Requirements
The contractor must purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the College before the commencement of any work:

   a) Workers Compensation: This coverage will meet or exceed the requirements of the Labor Code of the State of Texas and Statutory Employer’s Liability Limits. Non-standard or self-insured retentions must be approved by the College prior to the award of a contract.

   b) Comprehensive General Liability: The College must be named as an additional insured by endorsement on the contractor’s policy as to the subject contract. For bodily injury the minimum coverage is $500,000 per occurrence and $1,000,000 in aggregate. For property damage the minimum coverage is $500,000 per occurrence and $1,000,000 in aggregate. Property damage liability insurance must include coverage X, coverage C, and coverage U as applicable.

   c) Auto Liability to include non-owned and hired: The College must be named as an additional insured by endorsement on the contractor’s policy as to the subject contract. For bodily injury the minimum coverage is $500,000 per occurrence and $1,000,000 in aggregate. For property damage the minimum coverage is $250,000 per occurrence and $500,000 in aggregate.

   d) Employer’s Liability: The minimum coverage is $500,000.

   e) For all insurance coverage, no deletions or exclusions from standard coverage form is allowed without the consent of the College. Insurance must be written by companies acceptable to the College and authorized to do business in the State of Texas. The contractor
must furnish certificates evidencing the above-described insurance to the College. The insurance must contain a provision that requires at least thirty (30) days prior written notice to the College in the event of cancellation. The insurance company that underwrites this insurance must have a rating not less than B+VII in the Best’s latest published guide. The contractor must also contractually agree to hold the College harmless.

8. Minimum Food Grades
The contractor must use foods that meet or exceed the following grades:

- Meat: USDA “Good”
- Frozen Foods: US Grade “A”
- Eggs: Grade “A”
- Staple Items: USDA Grade “A”

Grades for foods that are not listed above should be equivalent to or higher than the grades shown.

9. Menus and Incentives
The proposal must include a sample menu of all the food and beverages that the contractor proposes to serve in a typical month. The proposal must also include a comprehensive list of all items available from the contractor’s catering service. Also, the proposal must list any incentives or complementary food that the contractor proposes to provide to the College’s students or employees.

10. Business Matters
The business matters between the College and the food service contractor consist of two areas:

- Meal Plan
- Catering Services

  a) Meal Plans: The contractor will offer a nineteen (19) meal per week plan, as described above. Students and others that wish to purchase a meal plan shall do so from the College’s business office. The College shall provide the contractor with a list of those that are eligible to participate in the meal plan. Payments from the College to the contractor will be based on the number of such participants. The College will communicate to the contractor each week concerning additions and deletions to this group, and payments will be adjusted accordingly.

  b) It is the contractor’s responsibility to assure that only eligible participants are served under the meal plan.

  c) The contractor’s invoice to the College shall be based on the weekly head count of students authorized on the meal plan, as determined by the College and communicated to the contractor. The College shall make timely payment of each invoice that it determines to be true and correct.

  d) Rates are to be pro-rated for partial weeks.

  e) Catering: Each proposal shall include a catering menu that lists all items available from the vendor’s catering service, along with the price that the vendor would charge the college for each item. For any entity other than the college, the vendor will charge a ten percent (10%) surcharge over the price it would charge the college, and the vendor shall forward the amount of each and every surcharge to the college as a commission. The vendor shall present the college with payment of each month’s catering surcharge no later than the tenth (10th) day of the following month.
11. Limitations
The College reserves the right to use the dining areas of the cafeteria from time to time for its purposes.

12. Term of Contract
The initial term of the contract shall begin June 1, 2014 and shall be three (3) years. After the initial term, the contract may be extended annually by mutual agreement of the parties.

At the end of the contract, or at the termination of the contract as discussed below, the contractor will relinquish to the College the location and all the equipment furnished by the College in the condition in which it was received; with the only exception being for normal amounts of wear and tear.

13. Termination
Either party may terminate the contract for the operation of the cafeteria, with or without cause, after giving sixty (60) days’ notice.

The College may terminate the contract at any time in the event that the contractor fails to make a timely payment of its financial obligations to the College.

In the event of non-performance on the part of the contractor, the College will give the contractor written notice of the non-performance. If the contractor fails to cure the non-performance within two (2) weeks, the College may terminate the contract. Non-performance includes, but is not limited to: maintaining the hours of operations, providing an acceptable level of customer service, maintaining a full selection of menu items, keeping the cafeteria area clean and in a sanitary condition, and complying with all health department and regulatory rules.

14. Proposal Response
For Category 1 – Cisco College, proposals are to consist of the following items:

   a) A narrative summary of the proposer’s plans and proposal for the food service operation.
   b) A list of at least five (5) institutions, including addresses and the names and telephone numbers of officials at those institutions that are willing and able to discuss the proposer’s performance.
   c) The most recent financial audit of the proposer, or such other documents that the proposer believes will document its financial viability.
   d) A representative listing of food and beverage offerings for a month of food service, including cafeteria meals, grill items, grab and go items and all other items to be offered for sale.
   e) The pricing of a nineteen (19) meal plan, 8 Dorm Supervisors, and commuter meal plan options.
   f) A complete catering menu, including the prices to be charged to the College.
   g) A list of any incentives or complementary events that the proposer proposes to provide.

When preparing the proposal response, the proposer must keep in consideration the Network service fee that will be invoiced by the Network to the contractor and paid to the Network on a quarterly basis. See Section 2.17 on page TC-7 for details. For this RFP, the service fee percentage will be either:

   o Paid Commission Based Proposals – 1.75% of the gross sales (less sales tax)
   A paid commission proposal would be one where all costs are paid by and all revenue collected by the contractor for goods and services sold. A commission is paid to the college.

   OR:
o Billed Services Proposals – 2% of amount billed to the College.
   A billed services proposal would be one where costs are paid by the contractor and invoiced to
   the college. The college collects all revenue.

The service fee will be reported to the Network, and will be billed by, and paid to the Network separately
from the College.

**NOTE:** The proposer may, as with any other specification, term or condition, offer an alternative service
fee for consideration.

15. **Freight**
   All pricing shall include freight FOB Destination.

16. **Exceptions**
   Note and describe any exceptions to the specifications and pricing in detail. The proposer may choose to
   only offer those products or services it so desires.
CATEGORY 2 – OTHER COLLEGES

Please prepare your proposal based on the following information:

1. Scope
The Network is seeking proposals for Category 2 – Other Colleges from qualified vendors to provide food service in the College’s cafeteria. The Network will select the proposal that provides, in its sole opinion, the most advantageous situation for the Category 2 – Other Colleges.

The Network intends to award a contract that shall serve as a base contract for general terms, conditions, and pricing benchmarks for colleges that are members of the cooperative. These member colleges “members” may at some point in the future choose to obtain Food and Dining Services from the contractor awarded this category. The member shall have the right to negotiate a supplemental operations agreement with the awarded contractor (“contractor”). This supplemental operations agreement shall cover the specific details of operating the food services program for that college and shall be customized for each individual college. The awarded contractor shall pay a commission on gross sales to the participating college. The commission, either a single flat rate, or a tiered structured commission, shall be stated in the proposer’s response to this section.

The term of the cooperative contract shall include the initial contract year which begins the date of award and shall continue with the option for up to four (4) automatic annual renewal periods. Each college supplemental operations agreement’s term shall govern independently of the cooperative contract term. The Network term shall automatically renew on the anniversary date. The Network or the awarded contractor each shall submit written notification to the other party no later than thirty (30) days prior to the end of the contract year, indicating a request for non-renewal of the contract, commission changes or amendments to the cooperative contract to be addressed. Changes to the supplemental operations agreement shall be made in accordance with the terms of that agreement.

3. Services
Dining and Food Services - including but not limited to, cafeteria-style service, short order grill, sandwiches, snacks, beverages, concessions, and related items. Please address in your proposal each item listed below:

a) Commissions:
   o Indicate method of payment and frequency of payment to the Network member.
   o Explain proposed financial structure including the proposed percent commission of gross sales payable to the Network member.

b) Quantity and Quality of Food Service:
   o Provide detailed description and specification of portion sizes offered.
   o Explain method of ensuring consistent quality food products on a daily basis.
   o Provide a sample menu including food items, portion sizes and nutrition content detail.
   o Explain menu cycle and rotation of food items.
   o Explain flexibility of menus, acceptance of local preferences and preparation methods.
   o Provide raw food specifications for all foods and beverages expected to be offered.
   o Describe measures to provide quick delivery of food while maintaining quality during peak service periods.
   o Provide the number of different entrees and variety of items to be available at each meal service.
   o Describe approach to ethnic and/or culturally diverse menus.
c) Method of Payment:
   o Describe the frequency of billing for services paid by Network member: The Network term is net 30 days.

d) Catering:
   o Describe the company catering program to be available to NETWORK members.
   o Include pricing structure, including percent mark up for products and labor costs.
   o Describe how company intends to remain competitive with local community catering.

e) Marketing:
   o Describe how the company will market to its customers in the college community.
   o Provide an example of and explain methods and frequency of direct, written communication distributed by the food service manager to its customers.
   o How will the cost be borne?

f) Provide Management Structure:
   o Submit organizational chart.
   o Outline company requirements established for personnel management relating to level of education and previous experience.
   o Provide a resume for each member of the proposed management team. The NETWORK maintains the right to interview any or all of the proposed management team.
   o Include an example pay scale to be in effect for non-management staff.

g) Pricing:
   o Explain how cash prices of food and beverages are established, approved and adjusted during the contract year, including percent markup.
   o Price changes – pricing is firm for one year - price adjustments will be considered once per year, at the time of renewal. Describe the conditions under which you would request price changes for food and/or beverage items. Include the economic standards or indicators that would be utilized as a guide to support an increase in price. What conditions would prompt you to initiate a price decrease?

h) Other Use of Food Service Areas:
   o Explain how you would accommodate the use of the dining and/or kitchen facilities by the NETWORK member.

i) Additional Information:
   o Describe any other items, programs, or innovations you propose for the NETWORK member food services. Include any considerations for capital investments, program changes, value added services (such as vending products), or other substantial alternatives to the current program.
   o Proposer shall submit with proposal a copy of any applicable supplemental operations agreements it would expect to utilize with the individual college.
○ Proposer may be requested to provide a menu presentation with samples for tasting purposes during negotiations with the individual college.

4. Other Notes to Proposers
   a.) The awarded contractor shall purchase on its own credit all food, beverages, material, supplies of every kind, including labor and management necessary to run an efficient and successful food service operation as well as pay all applicable taxes. The individual college NETWORK member may also consider a separation of food and/or beverage purchases in order to utilize existing food bids that the college already has in place, and/or owner assisted programs, if deemed in the best interest of the college.

b.) Operating funds shall be provided by the awarded contractor.

c.) Catering services include ranging from box lunches to formal dinners on or off member property/campus.

d.) Weekly menu plans including special offers shall be submitted to the NETWORK member college’s designee at least one week prior to menu use.

e.) Awarded contractor shall function as an independent contractor for food services under this RFP.

f.) Awarded proposer shall be responsible for the payment of long-distance telephone expenses and copying or printing expenses.

5. First Right of Refusal
The awarded proposer shall have the “First Right of Refusal” rights for catered events within the Network member property/campus. (The Network member must make this determination if contract is accepted). Contract is subject to the Network member rights to utilize other caterers (1) at the discretion of the Network or its members or (2) if required by agreement with event facilities, producers and/or promoters. Any existing catering commitments between Network and/or its members with current caterers shall be honored by the awarded proposer.

6. Health and Safety Standards – Delivery Vehicles
When in use, the successful proposer will ensure all delivery vehicles are clean and sanitary, deliveries are made in properly refrigerated and enclosed trucks; in good repair and appropriate for the type of product being delivered according to Hazard Analysis and Critical Control Points (HAACP) guidelines; and meet all health and sanitation requirements of the State of Texas, local and federal government. Proposer must also adhere to Occupational Safety and Health Administration (OSHA) safety standards.

7. Cleaning Kitchen, Concessions and All Applicable Food Service Areas
Awarded contractor shall be responsible for supplying all cleaning supplies and cleaning of the kitchen work areas, equipment, serving areas, dining room, and storerooms.

8. Kitchen Access
The participating member and designees shall have full access to the premises being used by the awarded contractor for the purpose of maintenance and/or other approved activity.
9. Equipment/Services Provided Under Contract

Unless superseded by the individual supplemental operations agreement, the member shall provide the following at its own expense during the term of the agreement:

- Space suitable for the food service operation on its premises, and maintain said space.
- Facilities fully equipped and ready for operation.
- All heat, hot and cold water, gas, lighting, electricity, air conditioning, and local telephone service.
- All garbage and rubbish removal.
- Pest control and extermination services.
- Building maintenance for plumbing, heating, air conditioning, electrical service, periodic cleaning of exhaust vent ducts.
- Maintenance of all member-owned cafeteria furniture in good repair and operating condition.
- Maintenance of all member-owned kitchen equipment in good repair and operating condition.

10. Equipment Return

The awarded contractor shall, at the time of served notice of termination of the awarded Network cooperative contract and/or subsequent supplemental college operations agreement, agrees to relinquish the member premises including small wares and equipment in the condition similar to that at the time of issue. Exceptions may include normal wear and tear, damage by fire, flood, or other unavoidable occurrence, theft by persons other than food service employees, and for acts that may occur without the negligence of the food service and/or its employees or agents.

11. Insurance Requirements

The contractor must purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the member before the commencement of any work:

- **Workers Compensation:** This coverage will meet or exceed the requirements of the Labor Code of the State of Texas and Statutory Employer’s Liability Limits. Non-standard or self-insured retentions must be approved by the member prior to the award of a contract.

- **Comprehensive General Liability:** The member must be named as an additional insured by endorsement on the contractor’s policy as to the subject contract. For bodily injury the minimum coverage is $500,000 per occurrence and $1,000,000 in aggregate. For property damage the minimum coverage is $500,000 per occurrence and $1,000,000 in aggregate. Property damage liability insurance must include coverage X, coverage C, and coverage U as applicable.

- **Auto Liability to include non-owned and hired:** The member must be named as an additional insured by endorsement on the contractor’s policy as to the subject contract. For bodily injury the minimum coverage is $500,000 per occurrence and $1,000,000 in aggregate. For property damage the minimum coverage is $250,000 per occurrence and $500,000 in aggregate.

- **Employer’s Liability:** The minimum coverage is $500,000.

- For all insurance coverage, no deletions or exclusions from standard coverage form is allowed without the consent of the member. Insurance must be written by companies acceptable to the member and authorized to do business in the State of Texas. The contractor must furnish certificates evidencing the above-described insurance to the member. The insurance must contain a provision that requires at least thirty (30) days prior written notice to
the College in the event of cancellation. The insurance company that underwrites this insurance must have a rating not less than B+VII in the Best’s latest published guide. The contractor must also contractually agree to hold the College harmless.

Awarded contractor shall provide comprehensive general liability insurance coverage including products, contractual and broad form contractor coverage with minimum limits of one million dollars ($1,000,000).

12. Financial Records and Reports
The awarded contractor shall maintain the following records in accordance with general accounting principles throughout the term of the contract:
- Cash receipts
- Revenue reports
- Expenditure reports

The Network or member reserves the right to audit records during the term of the contract and for a period of three (3) years following termination of the contract.

Contractor shall adhere to and be current on Texas sales tax and franchise requirements as applicable.

13. Tour of Facilities
Additionally, any Network member that is considering utilizing this cooperative contract may choose to schedule with the contractor a tour of the one of its currently operating contracted facilities to become familiar with the expectations and requirements associated with this contract. Facility tours will be arranged by mutual agreement of the member and the contractor.

14. Pricing
On the attached Proposal Pricing Form, proposer shall provide the proposed commission(s) or commission structure to be offered to Network members that enter into a supplemental operations agreement with the contractor. The commission and all detail shall be explained in a manner that allows for clear understanding. Proposer may use its own forms and attach them to the Proposal Pricing Form. When doing so, please state on the Proposal Pricing Form “See Attached”.

The commission rate to be paid to the member shall be a percent of gross sales less sales tax. When designing the commission or commission structure, the proposer must keep in consideration the Network service fee of 2% that will be invoiced by the Network to the contractor and paid to the Network on a quarterly basis. The service fee is 2% of the gross sales (less sales tax) and is paid to the Network separately and in addition to the member commission. The proposer may, as with any other specification, term or condition, offer an alternative service fee for consideration.

15. Freight
All pricing shall include freight FOB Destination.

16. Exceptions
Note and describe any exceptions to the specifications and pricing in detail. The Proposer may choose to only offer those products or services it so desires.
<table>
<thead>
<tr>
<th>Category #</th>
<th>Description</th>
<th>Commission</th>
<th>Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dining &amp; Food Services - Cisco College</td>
<td>Not Applicable</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>2</td>
<td>Dining &amp; Food Services - Other Colleges</td>
<td></td>
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</tr>
</tbody>
</table>

Use an additional sheets of paper to detail any additional details of your proposed pricing structure.
STANDARD TERMS AND CONDITIONS
REQUEST FOR PROPOSALS

1.0 GENERAL INSTRUCTIONS

1.1 Definitions
1.1.1 “Offeror” refers to submitter.
1.1.2 “Contractor” refers to successful offeror awarded a contract.
1.1.3 “Vendor” refers to a business selling goods or services.
1.1.4 “TACC” refers to the Texas Association of Community Colleges
1.1.5 “Network” refers to Texas Community College Cooperative Purchasing Network.
1.1.6 “Submittal” refers to those documents required to be submitted to the TACC Network by an offeror.

1.2 Contact Information
The TACC is always conscious and extremely appreciative of your time and effort in preparing your proposal. Any questions regarding this solicitation should be directed to:

Charles Oberrender, CPPB
Director of Cooperative Purchasing
Texas Association of Community Colleges
1304 San Antonio, Suite 201
Austin, TX  78701
(512) 739-3746
coberrender@tacc.org

The TACC Network makes no guarantee to respond to questions received less than forty-eight (48) hours prior to the opening.

1.3 Addenda
Any interpretations, corrections and/or changes to this Request for Proposals or extensions to the opening/receipt date will be made by addenda issued by the TACC Network. An addendum will be published and distributed via the TACC Network’s bid distribution system to all planholders of record. However, it shall be the sole responsibility of the offeror to verify issuance/non-issuance of addenda. Submittals shall acknowledge receipt of all addenda.

1.4 Proposal Preparation
Unless otherwise indicated in this solicitation, an “all or nothing” proposal is not acceptable and will be rejected. Offeror must be willing to negotiate an award for any portion or combination of proposal items.

When unit price differs from extended price, the unit price prevails.

In case of a discrepancy between the product number and description, the description shall take precedence.

When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.
Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, offeror shall state these exceptions in the proposal submittal. Exception/substitution, if accepted, must meet or exceed specifications stated therein. The TACC reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the TACC.

The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

When specific products are specified, and an offeror is proposing products other than those specified, the TACC Network reserves the right to request a sample/demo of the product for evaluation. In such cases, the offeror must provide a sample/demo of the product at no charge to the TACC Network within three (3) days of the request, and is responsible for return freight of the product after the evaluation. Failure to provide an evaluation product within the three (3) day period may disqualify the offeror from further consideration. If the offeror offers a product other than that specified, specifications must be submitted as an attachment with the proposal submittal. Proposals not listing manufacturer and manufacturer numbers specified as an alternate on the Proposal Form will be considered as responding according to specification, and if awarded, will be required to provide exactly what was specified.

1.5 Proposal Submission
Proposals shall be submitted in hard copy paper format using the Proposal Form provided in this solicitation to insure complete uniformity of wording of all proposals. Proposals may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind on the Proposal Form. Additional original content information may be attached to the form to further explain the proposal as necessary. Submittal shall include one (1) original which shall be manually signed in ink by a person having the authority to bind the firm in a contract, and an electronic copy in PDF format stored on a CD or memory stick. Any proprietary or confidential information on the proposal document must be clearly marked as such and kept separate in the submittal and marked “Confidential” to separate from the rest of the proposal. Release of confidential information through an open records request is subject to the Texas Attorney General’s discretion.

Sealed proposals will be accepted at:

Network Sealed Bid Box
Texas Association of Community Colleges
1304 San Antonio, Suite 201
Austin, Texas 78701

until the RFP closing time and date. At that time the proposals will be publicly opened and read aloud. The proposal packages will be time/date stamped which shall be the official time of receipt for all packages received. Any proposal package received after the time and date specified or at any other location shall be considered void and not accepted. Oral, telegraphic, telephonic, e-mailed, or facsimile responses shall NOT be accepted.
Proposals must be enclosed in a sealed package. The outside of the package shall be labeled to the attention of the Sealed Bid Box, with the RFP number and bid opening time and date.

Proposals must be submitted using this entire RFP document. Failure to submit all pages of this document may result in disqualification of the proposal. By submittal of this bid, offeror certifies to the best of his/her knowledge that all information is true and correct.

1.6 Delivery of Proposals
When using a delivery service that provides its own shipping package, such as UPS or FedEx, the RFP number, name, and opening date must be included on the outside of the shipping package as well. Unlabeled proposals may not be properly directed and not reach the sealed bid box before the RFP opening date and time. The TACC Network is not responsible for misdirected packages. The TACC Network reserves the right to waive any technicalities or informalities in the solicitation process deemed to be in the best interests of the TACC Network.

1.7 Validity and Acceptance
The proposal shall be subject to acceptance for a period of ninety (90) days unless an extension is requested by the TACC Network and approved by the offeror. The TACC reserves the right to reject any or all proposals or parts of proposals. Submittals cannot be altered or amended after submission deadline unless proposal has been selected for negotiation with the TACC Network.

1.8 Evaluation and Award
The TACC Network may make such investigations as it deems necessary to determine the ability of the offeror to provide satisfactory performance in accordance with proposal requirements, and the respondent shall furnish to the TACC Network all such information and data for this purpose at the TACC Network’s request.

Minimum standard for responsible prospective offerors are as follows:

1.8.1 Have adequate financial resources, or the ability to obtain such resources
1.8.2 Be able to comply with the required or proposed schedules and project requirements
1.8.3 Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet)
1.8.4 Have a satisfactory record of integrity and ethics
1.8.5 Competitive pricing
1.8.6 Completeness and thoroughness of proposal submittal

The TACC reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The TACC may accept or reject a proposal in its entirety, or may reject any part of, without affecting the remainder of the proposal.

In determining to whom to award a contract, the TACC Network shall proceed as follows:

1.8.7 The TACC Network shall receive, publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in each
proposal. Not later than the 45th day after the date on which the proposals are opened, the TACC Network shall evaluate and rank each proposal submitted in relation to the published selection criteria.

1.8.8 The TACC Network shall select the proposal that offers the best value for the TACC Network based on the published selection criteria and on its ranking evaluation. The TACC Network shall first attempt to negotiate a contract with the selected offeror. The TACC Network may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the TACC Network is unable to negotiate a satisfactory contract with the selected offeror, the TACC Network shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

1.8.9 In determining the best value for the TACC Network, the TACC Network is not restricted to considering price alone but may consider any other factors stated in the selection criteria.

1.9 Delivery
Orders shall be delivered within the time proposed in the submittal or the member reserves the right to cancel orders. Shipments should be scheduled for delivery between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

1.10 Professional Services
This solicitation does not include services that are required to be procured under Chapter 2254 Professional Services Procurement Act of the Texas Government Code.

1.11 Exclusivity
Any contract resulting from this solicitation is non-exclusive. The TACC Network members reserve the right to obtain like goods and services from other vendors.

2.0 TERMS OF CONTRACT

2.1 Assignment
The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the TACC, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. Contractor shall not advertise, publish or otherwise make reference to the existence of a contract between the TACC and Contractor for purposes of solicitation government entities except when contacting members of the Texas Association of Community Colleges. Contractor may refer to the TACC Network as an evaluating reference for purposes of establishing a contract with other entities.

2.2 Binding Agreement
This proposal, when properly accepted by the TACC, shall constitute a contract equally binding between the successful offeror and the TACC. No different or additional terms shall become a part of this contract with the exception of a Change Order issued by the TACC.
2.3 **Supplemental Agreements**
An awarded TACC Network contractor and the TACC Network member may enter into a separate supplemental agreement for the purpose of quantifying specific goods and services for a particular project beyond those specified in this solicitation. Such supplemental agreement shall be exclusively between the member college and the contractor. The TACC, TACC Network, its agents, members and employees shall not be made party to any claim for breach of said agreement.

2.4 **Termination**
The contract shall remain in effect until contract expires or is terminated by either party with a thirty (30) day written notice prior to any cancellation, except for breach of contract. Notice of termination shall be transmitted via certified mail to the other party’s designated representative. Notification must state reason for cancellation. The TACC reserves the right to award cancelled contract to the next responsible low offeror or to purchase the service elsewhere as it deems most advantageous to the TACC.

The TACC may terminate a contract, in whole or in part, whenever the TACC Network determines that such termination is in the best interest of the TACC, without showing cause, upon giving written notice to the contractor. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

2.5 **Enforcement**
The TACC reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the Ne in the event of breach or default of this contract. The TACC reserves the right to terminate the contract immediately in the event the contractor fails to meet schedules or otherwise perform in accordance with these specifications.

2.6 **Defective Products**
The ordering TACC Network member shall have the authority to disapprove or reject defective products. If required by the ordering TACC Network member, contractor shall promptly, as directed, correct all defective products and shall bear all direct, indirect and consequential costs of such correction.

2.7 **Audit**
The TACC Network reserves the right to audit the records and performance of contractor during the term of the contract and for three years thereafter.

2.8 **Governing Law and Severability**
This contract shall be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

2.9 **Freight**
Freight will be F.O.B. Destination/Inside Delivery/Freight Prepaid and Added. Contractor shall be responsible for all claims against the carrier for all freight and/or drayage damage. The ordering TACC Network member assumes no liability for goods delivered in damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon
notification by ordering TACC Network member of damage. Shipments shall be made to the specific locations described in the ordering TACC Network member’s purchase order. If the contractor is required to deliver to a specified room, the contractor shall remove all packing and debris which results from set-up and installation.

2.10 Orders
Contractor shall provide the ordering contact information if different from that shown on the submittal. A purchase order(s) shall be generated by the ordering TACC Network member and issued directly to the contractor with authority to obligate the TACC Network member’s funds. **Contractors supplying goods or services without having first received a valid purchase order do so at their own risk.**

The ordering TACC Network member shall be invoiced directly by the contractor. All invoices for a TACC Network contract that was offered as a percentage discount from list MUST state the TACC Network contract number, list unit price, applicable contract discount, and net unit price for each item ordered from the TACC Network contract. Invoices that do not state the above required information will be returned unpaid for correction.

2.11 Payment
Payment will be made in accordance with Texas Government Code, Subchapter B, Payments and Interest, Chapter 2251.021 (b). Terms are to be 30 days net although contractor may in addition offer early payment discounts for use at the ordering member’s discretion.

The TACC Network member colleges are by statute tax-exempt public institutions. Therefore, the proposal price shall not include sales taxes, nor shall sales taxes be calculated on the invoices.

2.12 Indemnification
Contractor shall defend, indemnify and save harmless the TACC and member colleges, and all its officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Contractor shall pay any judgment with cost which may be obtained against the TACC and participating entities growing out of such injury or damages.

2.13 Laws and Regulations
All equipment and services furnished under this contract shall comply with applicable federal, state, and local laws, ordinances and regulations. The contractor shall give all notices and obtain all necessary permits. Without obtaining permits or giving such notice to the authorized ordering TACC Network member representative, the contractor shall bear all costs arising from such failure to give notice.

2.14 Escalation Clause
Pricing shall remain consistent during the initial term of the contract for listed items. For percent discount contracts, the percentage discounts shall remain consistent through the entire term of the contract. For unit price contracts, the TACC Network may consider a
unit price redetermination no earlier than ninety (90) days after award, thereafter once during each term of the contract, and at the anniversary date of the contract. All requests for price redetermination shall be in writing to the TACC Director of Cooperative Purchasing and shall include documents supporting price redetermination such as Manufacturer’s direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The offeror’s past performance of honoring contracts at the offered price will be an important consideration in the evaluation of the lowest and best offer. The TACC reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the TACC Network. All other terms and conditions remain the same for the duration of the contract. Price escalations are only accepted upon issue of an executed contract Change Order by the TACC.

If during the life of the contract, the contractor’s net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the TACC Network shall receive such price reduction.

2.15 **Discontinuance & Obsolescence**

Models proposed may be subject to change due to discontinuance/obsolescence without notice. Contractor shall immediately notify the TACC Network in writing when products are discontinued. Failure to make such notification shall result in the contractor providing the upgraded or comparable model at contracted price as approved by the TACC.

2.16 **Catalog Price List**

Contractors shall provide evidence of manufacturer's list price (i.e. a current catalog, line sheet, etc.) in electronic format to the TACC Network at the beginning of contract and as new lists become available. Contract price lists will be made available by the TACC Network to all its members upon contract execution. Should contractor fail to provide an updated price list prior to receiving a purchase order from the TACC Network, the contractor shall be required to provide the item at the price listed in the previous price list submitted to the TACC Network.

2.17 **Service Fees**

Awarded contractor agrees to pay the TACC the service fees specified below. Unless otherwise expressly stated, the service fee is included in the awarded pricing provided in the submittal. The service fee is due and payable to the TACC in Austin, Texas, promptly upon receipt of each monthly service fee invoice.

The service fees are as follows:

2.17.1 For contracts for the purchase of cars, trucks, buses and other vehicles for which a Texas certificate of title will exist, the service fee due to the TACC will be $500 per unit.

2.17.2 For contracts for all other items, the service fee due to the TACC will be 2% of the gross sales amount invoiced to the member from the TACC Network contract.

The contractor will submit a monthly sales report to the TACC Director of Cooperative Purchasing, via email, to document the sales made to all member colleges through the TACC Network awarded contract.
2.18 **Contract**

Any award from this solicitation does not become a contract unless and until the proposal is accepted by the TACC and executed. Notice to the successful offeror will be made through the issuance of a written notice of award and final execution of the contract by the TACC, whereupon the Contract becomes binding and enforceable. Contracts for awarded proposals will not be executed until the awarded offeror submits all requested contract price sheets or catalogs to the TACC Network for distribution to its members. Contractor may submit subsequent changes to the catalog price sheets when they become available. Catalog price increases are not valid until submitted to the TACC Network. The Contract is then utilized by a TACC Network member by the member issuing a signed purchase order for the awarded products or services. Contractor must honor all purchase orders issued by TACC Network members during the Contract term in accordance with these Terms and Conditions.

2.19 **Force Majeure**

Force Majeure means a delay encountered by a party in the performance of its obligations under this agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, “Force Majeure” shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.20 **Award Protest**

The TACC Executive Committee decision on awards is final. Any protest of a solicitation or its award must be received within seven days after notice of the award is posted on the TACC website.

2.21 **Bonds**

A TACC Network member may require a performance bond or a payment bond from a contractor as applicable to the contract. The cost of such bond shall be in addition to the awarded contract price.

2.22 **Insurance**

A TACC Network member may require a contractor to carry and provide proof of liability insurance and workers compensation coverage when applicable.

2.23 **Background Checks**

Individual TACC Network members may in certain circumstances require background checks on contractor’s employees who will have direct contact with students or staff, or for other reasons, and may require contractor to pay the cost of obtaining criminal history record information.
2.24 **Intellectual Property**

If any claim is or action or proceeding is brought against the TACC or a TACC Network member that alleges that any part of the products supplied by the contractor infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest including, without limitation, any copyright or patent or any trade secret right, title, or interest, or violates any other contract, license, grant, or other proprietary right of any third party the contractor shall defend, and hold the harmless the TACC and the TACC Network member against any such claim or action and shall indemnify the TACC and TACC Network member against any liability, damages and costs resulting from the claim.

2.25 **Default and Termination of Contract**

Either party may terminate the contract in whole or in part in the event of the other party’s failure to perform its obligations under the contract through no fault of the terminating party. The defaulting party shall be given at least thirty (30) days prior written notice of the default and intent to terminate Default includes the contractor’s failure to timely remit the service fee due to the TACC.

In addition, the TACC may terminate the contract at any time without cause. If the TACC terminates a contract, in whole or in part, the TACC reserves the right to award the terminated contract to another offeror that the TACC determines to provide best value to its members.

Neither the TACC nor a member college will be liable to the contractor for any damages including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages resulting from termination based on the contractor’s default or breach of contract.

If failure or delay of performance is caused by a Force Majeure event, the TACC may terminate the contract in whole or part.

In the event a contractor’s contract is terminated, contractor shall remain responsible for payment of all service fees to the TACC for products and services sold to TACC Network members prior to such termination.

TACC Network members may not terminate a contract for the TACC Network as a whole. However, each member may cancel a purchase order or refuse to accept delivery for a contractor’s breach of the terms or conditions included in a TACC Network member’s purchase order or supplemental agreement.

2.26 **Assignment**

A contractor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by this contract without the TACC’s prior written consent. Any attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section is void and ineffective.

2.27 **Venue**

This contract is governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas. Venue for any litigation concerning the TACC shall be in Austin, Travis County, Texas, and venue for any litigation between
a TACC Network member and contractor arising under this contract shall be in the county of the member.

2.28 Fiscal Funding
State of Texas statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A member college of the TACC Network reserves the right to rescind a purchase order or other agreement to purchase goods or services under the contract at the end of the member’s fiscal year if it is determined that funding is not available to extend the agreement.

2.29 Debarment
Any bidder or any principals of a bidding company that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Government entity shall be considered ineligible to be awarded a contract by the TACC.

2.30 Policy & Agreement for Use of TACC Log
The Texas Association of Community Colleges will grant use of its logo to the awarded contractor per the following terms and conditions:

2.30.1 The logo is the property of the Texas Association of Community Colleges.

2.30.2 The logo may not be used in any manner other than to promote the TCCCPN cooperative purchasing contract(s) awarded to the contractor.

2.30.3 The logo may be used only in printed materials, media advertising and other promotional materials that positively reference the TCCCPN cooperative and its contracts.

2.30.4 Consistent use of the logo is required. It may not be altered or modified. It may be printed in the blue or in black ink.

2.30.5 The logo should not be placed inside a box, circle, rectangle, or other shape.

2.30.6 The contractor shall notify the Texas Association of Community Colleges when and how the logo will be used by the contractor.
MASTER AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Master Agreement (“Agreement”) is made, entered into, and executed by and between the Texas Association of Community Colleges (“TACC”) and ____________________________ (“Contractor”) for the Agreement titled ____________________________ attached heretofore as Exhibit “A”, by and between the TACC and Contractor for the purchase of goods and services on behalf of the Texas Community College Cooperative Purchasing Network (“Network”);

Whereas, this Agreement provides that any Network member or nonprofit organization (“Member”) may purchase goods and services at the prices stated in the awarded Agreement;

Whereas the TACC serves as the organization to administer cooperative purchases in accordance with Chapter 791 of the Government Code of the State of Texas;

Whereas the Member desires the TACC to administer the terms of the Agreement;

And whereas the TACC and Contractor desire to enter into this Agreement in order to make available the Agreement to Network Members.

Now, therefore, the TACC and the Contractor, in consideration of the following, do mutually agree:

SECTION I
SCOPE OF AGREEMENT

The Contractor shall provide goods and/or services as defined in the attached Exhibit “A” and any Amendments attached hereto and made a part hereof, and for having provided said goods and/or services, the Member agrees to compensate the Contractor as stated in Exhibit “A”. Furthermore, the Contractor agrees to compensate the TACC Network as defined in this Agreement.

This Agreement takes precedence over all attachments in the event of conflicting terms and conditions. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be considered valid or binding.

SECTION II
CHARACTER AND EXTENT OF WORK

Contractor shall perform its duties, responsibilities and obligations required under the Agreement in the time and manner specified by the Agreement.

The TACC shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Contractor acknowledges that the TACC shall act in the capacity of administrator of purchases under the Master Agreement.

The TACC shall provide to its Members information regarding the Master Agreements executed with the various Contractors.
The TACC shall provide Contractor with Members purchasing contact information to assist Contractors’ sales force in effectively promoting the executed Master Agreements.

Contractor shall, at its sole expense, keep record of all purchases made by Members under the Agreement. Such records will be made available to the Network for audit for a period not to exceed three (3) years after the invoice date of each purchase.

SECTION III
TIME FOR PERFORMANCE

This Agreement is effective as of the date fully executed and shall terminate upon the expiration or termination of the Agreement.

SECTION IV
COMPLIANCE AND STANDARDS

Contractor agrees to perform hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Contractor’s trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services provided hereunder and Contractor's performance.

Indemnification
Contractor shall defend, indemnify and save harmless the Network and member colleges, and all its officers, agents and employees who are participating in this Agreement from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Agreement which may result from award. Contractor shall pay any judgment with cost which may be obtained against the Network and participating entities growing out of such injury or damages.

Force Majeure
Neither Contractor, its suppliers, Member or Lead Agency, nor Network will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of Contractor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If Contractor is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, the Member or Lead Agency may cancel the services order without penalty.

Professional Services
This Master Agreement does not include services that are required to be procured under Chapter 2254 Professional Services Procurement Act of the Texas Government Code.

Exclusivity
Any Agreement resulting from this solicitation is non-exclusive. The participating members reserve the right to obtain like goods and services from other vendors.

Supplemental Agreements
The Contractor and the Member may enter into a separate supplemental agreement for the purpose of quantifying specific goods and services for a particular project beyond those specified in this solicitation. Such supplemental
agreement shall be exclusively between the Member and the Contractor. The Network, its agents and employees shall not be made party to any claim for breach of said supplemental agreement.

**Enforcement**

The TACC reserves the right to enforce the performance of this Agreement in any manner prescribed by law and deemed to be in the best interest of the Network in the event of breach or default of this Agreement. The TACC reserves the right to terminate this Agreement immediately in the event the Contractor fails to meet schedules or otherwise perform in accordance with the terms of this Agreement.

**Orders**

Contractor shall provide appropriate order desk contact information if different from that shown on the Agreement. A purchase order(s) shall be generated by the ordering Member and issued directly to the Contractor with authority to obligate the Member’s funds. **Contractors supplying goods or services without having first received a valid purchase order do so at their own risk.**

The ordering Member shall be invoiced directly by the Contractor. All invoices for an Agreement that was bid as a percentage discount from list MUST state the Network’s Agreement ID number, list unit price, applicable Agreement discount, and net unit price for each item ordered from the Agreement. Invoices that do not state the above required information will be returned unpaid for correction.

**SECTION V**

**SERVICE FEE**

Contractor agrees to pay the TACC the service fees specified. Unless otherwise expressly stated, the service fee is included in the pricing provided in Agreement. The service fee is due and payable to the TACC in Austin, Texas, promptly upon receipt of each service fee invoice.

The Contractor will submit a monthly sales report to the TACC Director of Cooperative Purchasing, via email, to document the sales made to all Members through this Master Agreement. The sales report will be used for comparison to purchase orders issued for calculating service fees due to the Network.

**SECTION VI**

**TERMINATION**

This Agreement shall remain in effect until the Agreement expires or is terminated by either party. This Agreement may be terminated with a thirty (30) day written notice prior to any cancellation, except for breach of Agreement. Notice of termination shall be transmitted via certified mail to the other party’s designated representative.

The TACC may terminate this Agreement, in whole or in part, whenever the TACC determines that such termination is in the best interest of the Network, without showing cause, upon giving written notice to the Contractor.

**Default**

Either party may terminate this Agreement in whole or in part in the event of the other party’s failure to perform its obligations under the Agreement through no fault of the terminating party. Default includes the Contractor’s failure to timely remit the service fee due to the TACC.

Neither the TACC nor a Member will be liable to the Contractor for any damages including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages resulting from termination based on the Contractor’s default or breach of Agreement.
If failure or delay of performance is caused by a Force Majeure event, the TACC may terminate this Agreement in whole or part.

In the event this Agreement is terminated, Contractor shall remain responsible for payment of all service fees to the Network for products and services sold to Network members prior to such termination.

SECTION VII
ADDRESS AND NOTICES AND COMMUNICATIONS
The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“Notice”) required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinafore described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be directed to the Contractor at the address on page FE-1 of the attached exhibit.

All notices and communications under this Agreement shall be mailed to the Network at the following address:

Texas Association of Community Colleges
Attn: Charles Oberrender, CPPB
1304 San Antonio, Suite 201
Austin, TX 78701
(512) 739-3746
coberrender@tacc.org

SECTION VIII
DEBARMENT
Any principals of a Contractor that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Government entity shall be considered ineligible to enter into this Agreement.

SECTION IX
SUCCESSORS AND ASSIGNS
The Contractor shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of the Network, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. Contractor shall not advertise, publish or otherwise make reference to the existence of this Agreement for purposes of solicitation with any entity that is not a member of the Texas Association of Community Colleges, except Contractor may refer to the Network as an evaluating reference for purposes of establishing an Agreement with other entities.
SECTION X
MEDIA

Contact with the news media shall be the sole responsibility of the Network. Contractor shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the Network.

SECTION XI
INSURANCE REQUIREMENTS

Bonds
A Member may require a performance bond or a payment bond from the Contractor when necessary to the performance of the Agreement. The cost of such bond shall be in addition to the awarded Agreement price.

Insurance
A Member may require a Contractor to carry and provide proof of liability insurance and workers compensation coverage when applicable.

Background Checks
A member may in certain circumstances require background checks on Contractor’s employees who will have direct contact with students or staff, or for other reasons, and may require Contractor to pay the cost of obtaining criminal history record information.

SECTION XII
MODIFICATIONS

This instrument, including Exhibit “A” and any amendments attached hereto contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII
CHOICE OF LAW

Venue
This Agreement is governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas. Venue for any litigation concerning the Network shall be in Austin, Travis County, Texas.

Attorney’s Fees
If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

SECTION XIV
USE OF TACC LOGO

The Texas Association of Community Colleges will grant use of its logo to the awarded contractor per the following terms and conditions:
• The logo is the property of the Texas Association of Community Colleges.
• The logo may not be used in any manner other than to promote the TCCCPN cooperative purchasing contract(s) awarded to the contractor.
• The logo may be used only in printed materials, media advertising and other promotional materials that positively reference the TCCCPN cooperative and its contracts.
• Consistent use of the logo is required. It may not be altered or modified. It may be printed in the blue or in black ink.
• The logo should not be placed inside a box, circle, rectangle, or other shape.
• The contractor shall notify the Texas Association of Community Colleges when and how the logo will be used by the contractor.

SECTION XV
SEVERABILITY

In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement. This document and included exhibits is the entire Agreement and recites the full consideration between the parties, there being no other written or parole agreement.
IN WITNESS WHEREOF, said Texas Association of Community Colleges has lawfully caused these presents to be executed by the President/CEO of said Association and the said Contractor, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Authorized by the Texas Association of Community Colleges on the _____ day of ________, 20___.

CONTRACTOR

______________________________________________      _____________________________________
Signature                                                                                  Printed Name/Title

______________________________
Date

TEXAS ASSOCIATION OF COMMUNITY COLLEGES

______________________________________________      _____________________________________
Signature                                                                                  Printed Name/Title

______________________________
Date

This Agreement has been awarded for the term of ________________ to ________________ for the categories and regions as follows:

_____________________________________________________________________________________________
_____________________________________________________________________________________________
__________________________________________________________________ ___________________________
_____________________________________________________________________________________________