REQUEST FOR PROPOSAL
Sam Houston State University
A Member of The Texas State University System
Procurement and Business Services

CATERED LUNCHEON FOR BEARKAT FAMILY WEEKEND 2010
Reference Number 753-0-005KLK

Mail Proposals To:  Hand/Express Deliver Proposals To:
Sam Houston State University  Sam Houston State University
Procurement & Business Services  Procurement & Business Services - CHSS Bldg.
Box 2028  1901 Avenue I  Suite 452
Huntsville TX 77341  Huntsville TX 77340

PROPOSAL MUST BE RECEIVED BY:  June 14, 2010, at 3:00 PM Central Time
FAX PROPOSALS WILL NOT BE ACCEPTED

Note: A proposal must be received and time stamped at Sam Houston State University by the hour and date specified for a proposal to be accepted for consideration. After receipt, only the names of offerors will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

Agency Invoice Address:
Sam Houston State University
Accounts Payable
Box 2185
Huntsville TX 77341

Refer Inquiries To:
Procurement and Business Services
Kristie Kelarek, Purchaser I
Telephone No: 936 294-1901
E-mail: klk008@shsu.edu

All proposals must be completed as required by the instructions in this Request For Proposal, signed and returned with an original and five copies by the date and time specified.

Note: Failure to sign and return the Execution of Offer will result in the rejection of the proposal. (Required form is included with this Request For Proposal, Section E.)

All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.
TABLE OF CONTENTS

Section                                      Page
Cover Page                                    1
Table of Contents                             2
A Introduction/Background/Overview            3
B Proposal Instructions & Requirements        4
  B-1 Proposal Delivery Instructions           4
  B-2 RFP Methodology/Process                  4
  B-3 Proposer Questions and Addenda           6
  B-4 Pre-Proposal Conference / Site Visit      6
  B-5 General Information                      7
  B-6 Proposal Content                         8
  B-7 Contractual Requirements                 9
C Evaluation Criteria                          10
D Specifications                              11
E Execution of Offer / Pricing                 14
F Terms and Conditions                        15
Section A  INTRODUCTION / BACKGROUND / OVERVIEW

A-1  Proposal Overview/Scope
The Dean of Students’ Office at Sam Houston State University (SHSU) is requesting proposals for catering services to provide lunch for attendees of Bearkat Family Weekend 2010. The luncheon will be held on Saturday, September 25, 2010, in Johnson Coliseum on the SHSU campus in Huntsville, Texas, and will feature chicken and beef fajitas plus various side dishes and dessert. Caterer to provide meals for approximately 2000 – 2500 guests. The response to the Request for Proposal (RFP) will include proposed catering services and an all inclusive, turn-key price quote for catering services which meet the University’s requirements as specified herein.

Option Clause:  It is agreed that SHSU shall have the option to extend the contract for an additional three (3) years at one (1) year intervals under the same terms and conditions if both parties mutually agree in writing, not to exceed a total of four (4) consecutive years. The total contract amount of the four years is not to exceed $100,000. The Option to Extend is at the discretion of SHSU and will not be considered if funding is not appropriated.

A-2  Information About Sam Houston State University
Sam Houston was founded in 1879 and stands today as the third-oldest public university in Texas and the state’s fifth oldest continuously operating institution of higher education. With nearly 100,000 graduates, SHSU has touched the lives of generations of Texans by helping to shape the economic, social and cultural development of this state and beyond.

The establishment of Sam Houston Normal Institute was authorized by Texas Governor Oran M. Roberts on April 21, 1879. On October 10 of that year “the Normal” opened with 109 students, four faculty members and its first principal, Bernard Mallon.

Created to train school teachers, today’s Sam Houston State University offers a broad range of academic programs leading to bachelor’s, master’s and doctoral degrees. Many of its academic programs and faculty have attained national and statewide recognition.

Sam Houston State University serves one of the most diverse populations of any education institution in Texas. In the fall of 2009, SHSU experienced another record enrollment, with 16,800 students.

Central to the university’s recent achievements is a dedicated faculty and staff that provide a caring education environment for students to learn and develop. With namesake, ties to Texas history and a record of 130 years of service to the people of the state, Sam Houston State University is truly “a great name in Texas education.”
Section B  PROPOSAL INSTRUCTIONS AND REQUIREMENTS

B-1  Proposal Delivery Instructions

B-1a  Proposals Must Be Received By:  3:00 PM Central Time    June 14, 2010

B-1b  Proposal Delivery: The proposal must be time stamped at SHSU Procurement and Business Services before the hour and date specified for receipt of proposal. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in the Procurement and Business Services prior to the specified opening date and time. If the proposal is hand carried to SHSU, Procurement and Business Services is located in CHSS Building, Suite 452.

Mail Proposals To:  Hand/Express Deliver Proposals To:
Sam Houston State University  Sam Houston State University
Procurement & Business Services  Procurement & Business Services  CHSS Bldg
Box 2028  1901 Avenue I  Suite 452
Huntsville  TX  77341  Huntsville  TX  77340

B-1c  Unacceptable Proposal Delivery Methods: The University will not accept proposals submitted by telephone, facsimile (fax) transmission, or electronic submission (e-mail disk, CD-ROM, etc) in response to this RFP. Faxed proposals are not acceptable.

B-1d  Proposer Responsibilities:
   a. The proposer, (not the carrier/mail service/other or University), is solely responsible for ensuring the proposal is received prior to the proposal opening date and time in the Procurement and Business Services Department as specified on the RFP form.
   b. Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Failure to submit a complete response may result in disqualification of Proposer’s proposal.
   c. Persons signing the proposal must have the authority to bind the firm in a contract. Late offers will be returned to Respondent unopened.

B-1e  Proposal Envelope/Box/Container: Each proposal should be placed in a separate envelope, box, or container that is completely and properly identified with RFP number, due date and time. It is the proposer’s responsibility to have the proposal correctly marked and to SHSU Procurement and Business Services by the specified date and time for receipt.

B-2  RFP Methodology/Process

B-2a  Proposer’s Acceptance of Evaluation Methodology: By submitting a proposal, the proposer acknowledges acceptance of the proposal selection process, the criteria for award, the scope of services and conditions under which the services are to be performed, the terms and conditions of the RFP, and all other requirements and specifications set forth in this RFP. In addition, the proposer recognizes that some subjective judgments must be made by the University during the RFP process.
B-2b  **Selection Process:** The University will be the sole judge of the appropriateness and completeness of any and all submitted proposals. The University reserves the right to reject any or all proposals and in particular any proposal not containing the complete data or information requested. After the proposals are evaluated, the University reserves the right to further negotiate with the company receiving the highest evaluation score, based on the criteria set forth. The University will review all proposals from companies that meet the requirements and have properly followed all instructions, completed and manually signed the Execution of Offer.

B-2c  **Criteria for Award:** The successful proposer, if any, selected by the University, in accordance with the requirements and specifications set forth in this RFP, will be the proposer that submitted a proposal in response to this RFP, on or before the submittal deadline, that is the most advantageous to the University. The factors to be considered by the University in evaluating proposals and selecting the successful proposer for this award, will be those factors listed, with their relative weights, in Section C of this RFP.

B-2d  **Public Information:** The University considers all information, documentation and other materials submitted in response to this RFP to be of a non-confidential and non-proprietary nature and shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001) after the award. Proposer is hereby notified that the University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

B-2e  **Costs of Preparing Proposals:**
1. The proposer shall bear, as its sole risk and responsibility, any costs that arise from preparation of the proposer’s response to this solicitation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer’s ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

B-2f  **Negotiations or Discussions:** If possible, an award will be made without holding negotiations. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with proposor(s) who have a reasonable chance of receiving contract award. Therefore, do not anticipate negotiations being held. Best and Final Offers will only be requested if negotiations are held. Therefore, you are strongly encouraged to submit your best offer at the date and time proposals are due.

B-2g  **Pricing:** Include any and all costs of materials, parts, labor, equipment, facilities, travel, overhead, profit, delivery, installation, etc., in the unit pricing of this proposal.

B-2h  **Property of the University:** Proposals and any other information submitted by Proposer in response to this RFP shall become the property of University.

B-2i  **Conditional Clauses:** Proposals that are qualified with conditional clauses; alter, modify, or revise this RFP in any way; or contain irregularities of any kind are subject to disqualification by University, at its option.
B-2j  **Proposal Validity Period:** Each proposal must remain valid, for University’s acceptance, for a minimum of forty-five (45) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. The successful proposal accepted by University shall remain valid for the full term of the Agreement or other contractual arrangements resulting from this RFP. Prices quoted must remain firm through date of event, 9/25/10.

B-2k  **Modification or Withdrawal:** Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted in response to this RFP. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which shall be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, at its sole discretion.

B-2-l  **Failure to Comply:** Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, at its discretion.

B-3  **Proposer Questions and Addenda**

B-3a  **Proposer Questions:** After the RFP is advertised, proposers will have until Noon Central Time, June 7, 2010, to submit written questions for clarification of the proposal. Send questions to Kristie Kelarek via e-mail to klk008@shsu.edu or fax to 936 294-1997. All questions submitted and received will be reviewed, consolidated where possible, and answered in one addendum to the proposal. The addendum will be posted on the Texas Electronic State Business Daily (ESBD) and the Walker County Alliance web page. Addenda are usually posted within 2 business days unless the questions involve legal issues or complex subjects. **It is the proposer's responsibility to monitor the web site for Addenda or other written responses.**

B-3b  **Addenda to Request For Proposal (RFP) and Award Information:** If it becomes necessary to revise any part of this RFP, including the answer of technical questions, a revision will be given in the form of an addendum. The addendum will be posted on the Texas Electronic State Business Daily (ESBD) at [http://esbd.cpa.state.tx.us/](http://esbd.cpa.state.tx.us/) and on the Walker County Alliance web page at [www.shsu.edu/wca](http://www.shsu.edu/wca). All Addenda shall become a part of this RFP and shall become part of the contract. It is the responsibility of the proposer to monitor the website for addenda or other written responses.

In addition, information about the award will be posted on both web sites.

B-4  **Pre-Proposal Conference /Site Visit**

No pre-proposal conference/site visit will be held.
Request For Proposal 753-0-005KLK

B-5  General Information

B-5a  Contact with the University: Contact with the University must be through SHSU Procurement and Business Services. Procurement and Business Services may refer you to other individuals or departments for technical matters. Proposers are reminded that SHSU is not bound by any oral statements or representations. SHSU Procurement and Business Services is the only department that has the authority to provide official answers to questions, conduct discussions or negotiations, or enter into any binding agreement for this project.

Contact Prior to Award:  Kristie Kelarek
Phone: 936-294-1901
Fax: 936-294-1997
Email: klk008@shsu.edu

Contact information for the end user will be provided to the awarded proposer.

B-5b  Parties to the Proposal/Resulting Contract: Sam Houston State University (SHSU) and the contractor. The Dean of Students’ Office is a department of SHSU.

B-5c  Option to Extend the Term of the Purchase Order: It is agreed that SHSU shall have the option to extend the contract for an additional three (3) years at one (1) year intervals under the same terms and conditions if both parties mutually agree in writing, not to exceed a total of four (4) consecutive years. The total contract amount of the four years is not to exceed $100,000. The Option to Extend is at the discretion of SHSU and will not be considered if funding is not appropriated. Proposer should indicate anticipated percent of annual escalation for option years, if applicable, on Execution of Offer.

B-5d  Performance Period:
  Initial Period:  Saturday, September 25, 2010
  First Option Year:  September 2011
  Second Option Year:  September 2012
  Third Option Year:  September 2013

B-5e  An entity wishing to submit a ‘No-Response’ is requested to return the Execution of Offer. The returned form should indicate the responding entity’s name and should include the words ‘No-Response’ on the Execution of Offer form.

B-5f  Length of Submission: Please keep proposal submission short and to the point while still providing all requested documents and information. Overly long or elaborate proposals are not desired.
B-6 Proposal Content

B-6a Execution of Offer and Pricing: Please complete, sign and return the attached Execution of Offer (Section E) as part of the proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign and return the Execution of Offer will result in the rejection of the proposal.

B-6b References: Include a minimum of three (3) references from clients who have used your firm for similar or like services within the past two years, preferably from other institutions of higher education or state government.

References to include:
Client/Company Name:
Address:
Phone:
Email:
Contact Person Name:
Date of Event:
Type of Event:
Theme:
Number of Meals Served/Guests:

B-6c Experience: Indicate the following:
Number of years experience in the catering field,
Number of staff and their type and years of experience,
Number and description of events catering for larger groups consisting of serving 1500 or more at a single event,
Previous experience catering for institutions of higher education and/or government agencies.

B-6d License, Professional Memberships/Certifications: Provide copy of current catering license and copies of any applicable catering certifications, professional memberships, or education with your proposal.

B-6e Number of Copies: Proposer should submit a total of six (6) complete and identical proposals (1 original and 5 copies). An original signature by an authorized officer of Proposer must appear on the Execution of Offer of at least one (1) submitted proposal. The proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

Note: The above listing of items to be included in the proposal submission is a summary provided to aid proposers in putting together their proposal package. Any items stated in other sections of the RFP, but not listed in this section, are still required to be provided as part of the proposal submission.
B-7 Contractual Requirements

B-7a Contract Administration: Contract administration will be by SHSU Procurement and Business Services in conjunction with the Dean of Students’ Office.

B-7b Purchase Order Changes: All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by any addenda or interpretation that is not in writing. All changes must be supported by a written Purchase Order Change Notice prepared and processed by SHSU Procurement and Business Services. Other SHSU personnel do not have the authority to issue changes, oral or written, to the resulting purchase order.

B-7c Invoice and Payment:
A. SHSU is an agency of the State of Texas and is Tax Exempt.
B. Payment will be made by SHSU Accounts Payable after receipt of a correct Invoice and receipt of a Payment Approval Form from the awarding department.
C. Submit Invoices To:
   Sam Houston State University
   Accounts Payable
   Box 2185
   Huntsville TX 77341

   Fax: 936-294-3796
Section C  EVALUATION CRITERIA

C-1  Criteria for Award: The successful proposer, if any, selected by the University, in accordance with the requirements and specifications set forth in this RFP, will be the proposer that submits a proposal in response to this RFP on or before the submittal deadline and is the most advantageous to the University. The University will review all proposals from eligible companies that have properly followed all instructions, completed and manually signed the Execution of Offer.

C-2  Review Panel: Proposals will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of the criteria are listed below. Only criteria designated in the solicitation can be considered in the award determination.

C-3  Weighted Values: Evaluation factors will be weighted as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Price, and Company Response to RFP:</strong></td>
<td>45 %</td>
</tr>
<tr>
<td>(Option years not included as evaluation factor.)</td>
<td></td>
</tr>
<tr>
<td>Cost of proposed services based upon 2500 meals/servings,</td>
<td></td>
</tr>
<tr>
<td>Proposer filled out and provided all documentation requested in RFP,</td>
<td></td>
</tr>
<tr>
<td>How well the Proposer followed the RFP Format/Instructions</td>
<td></td>
</tr>
<tr>
<td><strong>References:</strong></td>
<td>30%</td>
</tr>
<tr>
<td>Include a minimum of three (3) references from clients for whom you have done business for within the past two years, preferably from institutions of higher education or state government.</td>
<td></td>
</tr>
<tr>
<td><strong>Experience:</strong></td>
<td>20%</td>
</tr>
<tr>
<td>Indicate the following experience:</td>
<td></td>
</tr>
<tr>
<td>Number of years experience in the catering field,</td>
<td></td>
</tr>
<tr>
<td>Number of staff and their type and years of experience,</td>
<td></td>
</tr>
<tr>
<td>Number and description of events catering for larger groups consisting of serving 1500 or more at a single event within the past two years,</td>
<td></td>
</tr>
<tr>
<td>Previous experience catering for institutions of higher education and/or government agencies.</td>
<td></td>
</tr>
<tr>
<td><strong>License, Professional Memberships/Certifications:</strong></td>
<td>5%</td>
</tr>
<tr>
<td>Provide copy of current food server license and copies of any applicable catering certifications, professional memberships, or education with your proposal.</td>
<td></td>
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<tr>
<td><strong>Total</strong></td>
<td>100%</td>
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</tbody>
</table>
Section D  SPECIFICATIONS

CATERED LUNCHEON FOR SHSU BEARKAT FAMILY WEEKEND 2010

Date:  Saturday, September 25, 2010
Location:  Sam Houston State University
           Johnson Coliseum
           1964 Bobby K. Marks Drive
           Huntsville TX  77340

Set-Up Complete:  11:30 a.m.
Event Start:  12:00 noon
Event End:  2:00 p.m.

Approx. Number of People/Meals Needed: 2000-2500

Lunch to include the following:
2 Meats (8oz/serving) - Sliced marinated Chicken Fajita (breast meat) and Beef Fajita
Spanish Rice
Rancho Beans
Flour Tortillas (minimum of two, 6-inch tortillas per person at the very least)
Tortilla chips
Salsa
Sour Cream
Pico de Gallo
Shredded Cheese
Brownies (minimum 1 per person)
Cold Drinks:  Tea & Water
              Sweetener and lemon for tea
              Ice

All Paper Goods (Plates, Cups, Utensils, Napkins)
Serving Pans, Warmers/Hot Boxes, Serving Spoons/Forks/Tongs, Coolers, etc.
Staff to Serve Meats and Refill Serving Dishes

Notes:

1.  Vendor should have experience with large groups consisting of serving 1500 or
    more people at a single event.
2.  Price per person/serving not to exceed $10.00.
3.  Vendor should be within a 90 mile radius of Sam Houston State University.
4.  Vendor responsible for bringing any and all needed equipment such as
    appropriate serving pans, warmers/hot boxes, serving spoons/forks, coolers, etc.,
    to serve food and drinks to approximately 2000-2500 people.
5. Food to be served buffet style with 4-5 food lines and one drink line, self-served from each side of the table. All buffet lines are self-serve and guests will be allowed one trip through the buffet line. It is not an “All You Can Eat” buffet.

6. Vendor responsible for bringing adequate staff to set-up, take-down, refill serving dishes, etc., for 2000-2500 people buffet style.

7. Tables, chairs, and tablecloths will be provided by SHSU.

8. Price quoted must remain firm through date of event.

9. SHSU reserves the right to increase or decrease the quantity from the bid estimation based upon the number of people registered to attend. **Two weeks prior to event, SHSU will notify vendor of estimated attendance.**

10. If needed, grills/smokers will be allowed outside of Johnson Coliseum.

11. Vendor may arrive as early as needed to set-up but must be ready to serve by 11:30 a.m. Vendor should notify SHSU of their needs so the university can work with the Coliseum staff.

12. Deposits: Deposits can be arranged, if needed, but department funds will not be available for a deposit until the new fiscal year begins on 9/1/10.

13. If Bearkat Family Weekend 2010 should need to be rescheduled due to unforeseen circumstances beyond the control of SHSU including, but not limited to, Acts of God (hurricanes, floods, earthquake, wind), fire, epidemic, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the university, SHSU and caterer will work together to reschedule on a mutually agreeable date and all pricing will remain the same. If a deposit has already been paid, caterer will keep deposit and apply to rescheduled date. SHSU shall undertake reasonable action to notify caterer if such a circumstance occurs.

14. Vendor must carry its own insurance for any subcontractors or employees and is responsible for its own liability and auto insurance and taxes.

**Event Description: Upon Guest Arrival for Bearkat Family Weekend 2010 Luncheon**

Upon morning check-in for Bearkat Family Weekend 2010, guest(s) will be given lunch tickets for either Group 1 or Group 2; therefore, not all 2000-2500 guests will arrive at the same time but will be divided as evenly as possible into two groups. Tickets will be created and provided by the Dean of Students’ Office. Group 1’s lunch will start at Noon; however, the internal plan is to start at 11:45 a.m. Therefore, the vendor must be ready to serve at 11:45 a.m.

**Group 1**

Guest will give their ticket to a student volunteer at the top of the venue stairs in exchange for a plate and entrance onto the Johnson Coliseum floor. Guest will go down the stairs to one of the serving lines. All food will be on the serving line (except dessert). Guest will serve themselves (although possibly have server for meats) and flow to the drink and dessert area where they will pick up their drink and dessert and be seated. At approximately 12:05 p.m., the entertainment will begin. At 12:50 p.m., entertainment will be complete prompting Group 1 guests to leave.
Group 2
At approximately 1:00 p.m., Group 2’s luncheon will begin. Guest will give their ticket
to a student volunteer at the top of the venue stairs in exchange for a plate and entrance
onto the Johnson Coliseum floor. Guest will go down the stairs to one of the serving
lines. All food will be on the serving line (except dessert). Guest will serve themselves
(although possibly have server for meats) and flow to the drink and dessert area where
they will pick up their drink and dessert and be seated. Approximately at 1:05 p.m., the
entertainment will begin. At 1:50 p.m., entertainment will be complete prompting guests
to leave.

Lunch is over at 2:00 p.m. Vendor is responsible for cleaning up anything they brought
with them. Each session only allows for 50 minutes to serve approximately 1250 guests
and allow them time to eat.

All tables and chairs will be provided by the Dean of Students’ Office and will be set up
prior to the vendor’s arrival. Plastic table clothes will be used, provided, and placed by
the Dean of Students’ Office. Awarded vendor will be provided pictures of layout to help
plan accordingly.

Vendor should understand that the venue does not have a kitchen. Therefore, all food and
drink preparation for guest must be done in advance off-site. This also means there is no
way to keep food/drinks/ice cool or warm and vendors are required to provide
appropriate equipment to do so.
Section E  EXECUTION OF OFFER

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

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

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

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

This offer consists of pages number 1 through 18 of RFP# 753-0-005KLK.

Federal Employer Identification Number (FEIN): __________________________

Proposer/Company: __________________________

Signature (ink): __________________________ Date: __________

Name (typed/printed): __________________________

Title: __________________________

Address:

Street or PO Box          City          State          Zip Code

Telephone Number: __________________________

Price Per Person/Meal based upon 2500 meals/servings: $ ______

(Price per person/meal to include any and all costs, fees, charges, including but not limited to materials, labor, equipment, transportation, travel, set-up, take-down, overhead, delivery, etc.)

If applicable, anticipated percent of annual escalation for Option Years:

<table>
<thead>
<tr>
<th>Escalation/Option Year 1</th>
<th>%</th>
<th>Escalation/Option Year 3</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Escalation/Option Year 2</td>
<td>%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The formula is Base Price x Escalation Percentage. Not to exceed 5% per year.

PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.
Section F  TERMS AND CONDITIONS:

ITEMS BELOW APPLY TO AND BECOME A PART OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. PROPOSAL REQUIREMENTS:
   1.1 Rules, Regulations & Statutes: Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
   1.2 Unit Price: Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
   1.3 Late or Unsigned Proposals: Late and/or unsigned proposals will not be considered under any circumstances. Person signing proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in Procurement and Business Services prior to the specified opening date and time.
   1.4 FOB Point: Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
   1.5 Pricing Firm: Proposal prices are requested to be firm for SHSU acceptance for 45 days from proposal opening date (unless otherwise stated in specifications). “Discount from list” proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.
   1.6 Tax Exempt: Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
   1.7 Right to Accept or Reject: The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.
   1.8 Withdrawal: Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 45 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by SHSU Procurement and Business Services.
   1.9 Proposal Costs: Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The University is not liable for any costs incurred by a proposer in response to this RFP.
   1.10 Exceptions: If a proposer takes exception to any specifications within this Request for Proposal, they must notify Procurement and Business Services in writing prior to the scheduled proposal opening date and time.
   1.11 Texas Public Information Act: Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). If a proposer believes any information contained in the proposer’s response package contains any proprietary or confidential information the proposer must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact proposer prior to release of claimed proprietary information. If, at that time, the proposer still believes information provided is proprietary or confidential, the proposer shall timely notify the University in writing of the factual and legal basis of the claim. If the University submits the documents to the Texas Attorney General’s Office for a ruling on the proposer’s claim of privilege, the latter may elect to
make arguments directly to the Attorney General’s Office in support of the claim of privilege.

2. SPECIFICATIONS
   2.1 Brand Name Descriptive: Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.
   2.2 New Items: Unless otherwise specified, items shall be new and unused and of current production.
   2.3 Electrical Standards: All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
   2.4 Samples: Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the proposer’s name and address, and requisition number. Do not enclose in or attach proposal to sample. All samples become the property of the University.
   2.5 Oral Statements: SHSU will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).
   2.6 Manufacturer’s Warranty: Manufacturer’s standard warranty shall apply unless otherwise stated in the RFP.

3. DELIVERY
   3.1 Delivery Days: Show number of days required to place material in receiving agency’s designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.
   3.2 Foreseen Delays: If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
   3.3 Substitutions: No substitutions permitted without written approval of SHSU.
   3.4 Delivery Hours: Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

4. INSPECTION AND TESTS – All goods will be subject to inspection and test by SHSU. Authorized SHSU personnel shall have access to supplier’s place of business for the purpose of inspection merchandise. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU’s option, be returned to the vendor or held for disposition at vendor’s expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT
   5.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the
same may be amended from time to time. Any legal actions must be filed in Walker County, Texas.

5.2 No Guarantee of Award: University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in University’s best interest. University reserves the right to seek clarification of any item contained in Proposer’s proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to University, at University’s discretion. Representations made by Proposer within its proposal will be binding on Proposer. University will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

6. CANCELLATION OF CONTRACT – If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

7. PAYMENT – Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. Regardless of the invoice date, the payment process will begin when Procurement and Business receives a written authorization/acceptance from the awarding department.

8. NON-DISCLOSURE: No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of SHSU.

9. CONFLICTS: In event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.

10. PATENTS OR COPYRIGHTS – The vendor agrees to protect SHSU from claims involving infringement of patents or copyrights.

11. VENDOR ASSIGNMENTS – Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to RFPs must give the requisition number, codes, and opening date.

12. FUNDING OUT CLAUSE – Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

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

13.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.  
13.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html.
13.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

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

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

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

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

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

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

Name of Former Executive:________________________________________
Name of State Agency:____________________________________________
Date of separation from State Agency:________________________________
Position with proposer:____________________________________________
Date of Employment with proposer:__________________________________

14. NOTICE TO PROPOSER:

14.1 Any terms and conditions attached by the proposer to their proposal will not be considered unless specifically referred to on this proposal form and may result in disqualification of the proposal.

14.2 Equal Opportunity – Proposer represents and warrants that is shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age or disability in the performance of the resulting contract.

April 27, 2010