

AGREEMENT BETWEEN GALVESTON COLLEGE AND FOOD SERVICE PROVIDER

Upon acceptance, this document shall constitute an agreement between, Lagniappe Dining Service (Food Service Provider or FSP) and Galveston College (College or GC) whereby FSP shall furnish the General Food Service for College.

Contract Period:

The contract shall be in effect for twelve (24) months from June 01, 2025 thru May 31, 2027 with the possibility of three one-year extensions.

Contractual Assignment:

FSP is prohibited from assigning, transferring or subletting the Contract or its right, title or interest or its power to execute the contract to any other person, company or corporation without written approval of the College.

In the event of a change in the company ownership, the College reserves the right to terminate the contract if deemed necessary within ninety (90) days of written notice.

Contract Termination:

Either party may terminate this agreement, in whole or in part, at any time, without cause, upon no less than sixty (60) days prior written notice to the other party.

FACILITIES**a. The FSP shall manage and operate the following campus locations:**

- Cafe located in Cheney Student Center

b. Galveston College shall:

- Furnish suitable space on its premises for the preparation and service of food to its students, faculty, staff, guests and invitees.
- Furnish, at its expense, facilities equipped and ready for operation by food service.
- Provide trash removal, regular extermination of the food service area, clean the hood twice per year and maintain fire suppression.
- Provide necessary utilities including local telephone, gas, water, electricity, heating, ventilating, and air conditioning as may be necessary for food service operation.

- Furnish at its own expense, building maintenance for plumbing, heating, air conditioning, and electrical service.
- At its own expense, keep cafeteria furniture in proper repair and operating condition.
- Furnish maintenance as required on kitchen equipment.
- Shall pay for all real and personal property taxes in connection with the building, furniture, equipment and fixtures owned by the College.
- Shall maintain, or cause to be maintained, a system of coverage (either through purchased insurance, self-insurance, or a combination thereof) to keep the buildings, including the Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance, to the extent permitted by law.

c. Food Service Provider (FSP) shall:

- As an independent contractor, operate the Galveston College food service on the FSP's own credit, exclusively for students, faculty, staff, guests and invitees.
- Furnish on its own credit, all food, beverage, materials and supplies, together with the management necessary for the efficient operation of said food services.
- Obtain all necessary permits and licenses required for the operation of a food service operation at the FSP's expense and will furnish copies of said licenses to the College.
- Shall pay any sales/use tax imposed on the food service operation.
- Comply with all rules and regulations of the College. Operate and maintain all service operations in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authorities relating to standards of health, safety and cleanliness. All structural or equipment changes that may be necessary for the food service to comply with such requirements and standards shall be made by the College.
- Maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors and grease filters). The FSP will also clean and maintain storage and dish rooms, and regularly clean serving lines, cafeteria walls, windows, floors, light fixtures and dining room tables and chairs. In addition to daily cleaning, the FSP will deep clean and buff floors in front in the serving areas a minimum of four times per year.
- Maintain services and locations in compliance with National Sanitation Foundation (NSF) standards for food service establishments.

- Ensure proper cleanliness and sanitary practices including appearance and performance of the food handlers in the preparation, service, transport, and storage of food and related items.
- Ensure food is properly handled, transported, stored, refrigerated, and frozen to prevent spoilage and contamination.
- Store and/or dispose of food properly to prevent spoilage during non-operation periods.
- The FSP shall obtain and maintain the following insurance at its own expense without exception during the entire term of this contract. The FSP will also be required to furnish a certificate of insurance with the following minimum coverage's **prior to June 1, 2025:**
 - Commercial General Liability Insurance (\$1 million per occurrence/\$2 million annual aggregate).
 - FSP agrees to have Galveston College added as additional insured with respect to Commercial General Liability Insurance for purposes of contract performance and incidents arising out of this agreement. A copy of the insurance policy must be provided to the College Director of Human Resources & Risk Management **prior to June 1, 2025** and each time the insurance policy is renewed.
 - Damage to Property of Other's Coverage (\$300,000)
 - Worker's Compensation at statutory limits in accordance with the appropriate State of Texas jurisdiction including Employer's liability (with minimum \$500,000).
 - Automobile liability for owned, non-owned and hired vehicles minimum limit (\$1 million each accident).
 - FSP agrees to provide the College with thirty (30) days prior written notice of any reduction in limits or cancellation of any of the above insurance.
 - If any of the required insurance is on a "claims made" basis and is cancelled during the term of this agreement, FSP agrees to purchase full coverage or prior acts coverage so that such insurance is in effect from the date the Agreement is executed to three (3) years after its termination.
 - FSP shall provide the College with a certificate of the above insurance coverage and amounts. Compliance with the foregoing requirements as to carrying insurance and furnishing evidence of it will not relieve the FSP of its liabilities and obligations under this Agreement.
- FSP shall pay for its long-distance telephone service.
- The FSP shall provide a copy of all City, State and/or Federal inspection reports, along with a detailed plan for correction, to the Vice President for Administration and Student Services.
- Report any violations of standards, along with a detailed plan for correction, to the Vice President for Administration and Student Services.

- Use an aggressive program of accident prevention and safety education. FSP must provide proper training on the use of equipment and food handling procedures to aid in the goal of having an accident free and safe environment.
- Report all injuries and accidents to the Vice President for Administration and Student Services on the day they occur.
- The FSP shall provide (2) two meal passes (each with 10 meals per week) each semester to the College for evaluation and monitoring purposes. The College will determine which employees receive the meal passes.
- The FSP shall permit College designees to have full access to the premises for maintenance or other approved activity. When possible, the College will provide prior notification to the FSP.
- The FSP shall relinquish at the termination of this agreement, the College's food services premises, small wares and equipment in similar condition as it was issued to the FSP at the outset of this agreement. Exceptions to this stipulation may include normal wear and tear, damage by fire, flood or other unavoidable occurrence, theft by persons other than employees of the food service, and for those acts which may have occurred without negligence on the part of the food service, its employees or agents.
- In the event the FSP is not awarded an additional contract at the end of the time frame established in this contract, FSP will be required to provide transitional service on a month-to-month basis until a new FSP can establish operation. These services shall be provided under the prices, commission rates, conditions and terms of this existing contract and the services shall not be required for more than four (4) months after the end of the current contract.

EQUIPMENT INVENTORY

- a. All fixtures, furniture, equipment, utensils, and other items shall be inventoried by FSP upon the beginning of this new contract. The inventory should be completed and submitted to the Vice president for Administration and Student Services **no later than July 31, 2025**. The inventory should include a list of equipment owned by Galveston College.
- b. FSP shall ensure that each item inventoried is returned to the College upon the termination of this contract, subject to normal wear and tear.
- c. All equipment used in the food service operation shall be in good working order upon acceptance of the contract by the FSP. Routine and preventive maintenance shall be performed by the College for the equipment purchased by the College, and major repairs due to normal wear and tear shall be the responsibility of the College.
- d. FSP shall be liable to College for all loss or damage of College property resulting in whole or in part, from the negligent acts or omissions or intentional misconduct of FSP, its agents or employees. The FSP will be responsible for any insurance deductibles associated with any such loss or damages.

- e. FSP will not be liable for damage by fire, flood, or other unavoidable occurrence, theft by persons other than employees of FSP, outdated equipment taken out of service, or for those acts that may have occurred without negligence or intentional misconduct on the part of FSP, its employees, or agents.

FOOD SERVICE OPERATIONS

a. Resident Dining Program

- The FSP will provide the following special services:
 - Menus shall include healthy dietary options that are sensitive to special dietary needs, e.g. vegetarian options, diabetic restrictions, gluten free, etc.
 - Identification of Meals – Participants on the meal plan will be required to provide proper identification before being served.
 - Unlimited Servings – Resident Students on a meal plan will have access to unlimited food including salads, vegetables and deserts. All entrees and specialty bars will be dispensed in unlimited amounts, except for premium entrees.
 - Students on Tour / Team Travel Meals / Carry-out – Sandwiches, fresh fruit, beverages, chips, and desserts will be offered to resident students who are on any College-sponsored trip, in lieu of a regular scheduled meal. Boxed meals will also be available, upon advance request, for resident students who have a class or related activity that conflicts with meal schedules.
 - Physician-Planned Diets – If a student on a meal plan is unable, for medical reasons, to consume the regular meal served in the dining room, the FSP will supply at no additional cost to the College or the student, a meal meeting the physician's requirements.
 - Premium Entrees (Steak Night) – At least ONCE A MONTH, the FSP will serve a PREMIUM ENTREES such as: an eight (8) ounce steak, breaded shrimp, chicken cordon bleu, triple bacon 1/3 lb. cheeseburgers, or salmon steaks. Additional standard entrees will also be available.
 - Midnight Breakfast – A late night breakfast will be served the night before the final examination schedule begins each semester. This meal will be prepared by the FSP and College administration and faculty should be asked to help serve the meal.
 - Athletic Servings – Both pre-game and post-game meals for campus sporting events will be offered to athletes. This service will be done at no extra charge to the College when the meal is served in lieu of a regularly scheduled meal.

- Fun Bars – At least twice a month, the FSP will offer a Fun Bar as a change of pace for resident students and customers. Examples could include, but are not limited to, Taco Bar, Baked Potato Bar, Nacho Bar, Chicken Wings Bar, Breakfast Bar, Hot Pasta Bar, Hot Dog Bar, Gourmet Burger Bar, Specialty Salad Bar, Pancake Bar, Noodle Bowl Bar, Hoagie Bar, etc.
- Special Themed Meal Events – Themed examples could include a Cinco de Mayo celebration, Salute to Italy, Thanksgiving Feast, All-American Celebration, Kickin' Cajun Carnival, Black History Month Celebration, etc. The FSP will work with the College Student Life Coordinator to coordinate meals with College events and activities.
- Admissions Meal Rates for Prospective Students – Recruiting is a crucial process for Galveston College. As such the FSP will provide a special reduced rate for meals served to students who are being recruited and visiting Galveston College. The Office of Student Services will be responsible for working with the FSP concerning when the students will be on campus so that prospective students can be accommodated.
- Faculty and staff will receive a 10% discount on meals (Breakfast, Lunch or Dinner) purchased in the Dugout.

b. Menus and Prices

- Menus shall be consistent and include items that are appealing to GC students, faculty, staff, and the local community.
- Meal Standards – The FSP is expected to exceed the following minimum standards for mealtimes:

Breakfast (Minimum Standard)

Entrée

One (1) breakfast meat will be offered daily (bacon, sausage links, sausage patties, or ham). Breakfast burritos will also be offered daily. Scrambled eggs, Omelets and eggs to order should always be available.

A potato starch such as hash browns, or skillet fried potatoes will be offered daily.

Specialty entrees such as French toast, pancakes or fitters, along with syrup and butter will be offered daily.

Cereal

A minimum of three (3) assorted cold cereals will be offered daily. Also one (1) hot cereal will be available in season.

Condiments

Assorted breads, bagels, and English Muffins (minimum of four (4) different kinds) will be available daily. Jams, jellies and peanut butter will be offered along with assorted condiments such as salsa, tabasco, margarine, and cream cheese.

Beverages

Juices, milk, regular and decaf coffee, hot tea, hot chocolate and a variety of carbonated beverages will be available.

Belgian Waffle Bar

Breakfast meals will include a self-service Belgian Waffle Bar with different syrups, fruits, chopped nuts and whipped topping.

Lunch (Minimum Standard)

Soup

One (1) freshly made soup with the appropriate condiments and crackers daily. Chili should be offered in season.

Salad Bar

A salad bar with assorted salads, mixed greens, five (5) popular dressings, one (1) of which is fat free dressing and a wide selection of accouterments.

Deli (Made to order sandwiches)

A deli bar with a rotating variety of three (3) premium cut meats plus one (1) spread (chicken salad, tuna, etc.), and two (2) cheeses with lettuce, tomato, dill pickles, sliced onions, condiments and toppings

Entree

Three (3) entrees will be offered as a choice daily with one a solid meat and one lower in fat. The third entrée will be a rotation of grilled specialty sandwiches or burgers, two (2) types of pizza, or a Fun Bar will be available at lunch.

Vegetables and Starches

Two (2) vegetables and one (1) potato, rice or pasta item will be available daily.

Desserts

Two (2) desserts will be offered daily. Cookies or brownies, cake, pie or cobbler, pudding or Jell-O. In addition, one (1) canned fruit and a variety of fresh fruit will also be offered daily.

Beverages

Milk, hot chocolate, hot and iced tea, coffee and decaffeinated coffee, and a variety of carbonated beverages will be offered.

Cereal

A minimum of three (3) assorted cold cereals will be offered daily. Also one (1) hot cereal will be available in season.

Dinner (Minimum Standard)

Soup

One (1) freshly made soup with the appropriate condiments and crackers daily. Chili should be offered in season.

Salad Bar

A salad bar with assorted salads, mixed greens, five (5) popular dressings, one (1) of which is fat free dressing and a wide selection of accouterments.

Entree

Three (3) entrees will be offered as a choice daily with one a solid meat and one lower in fat. The third entrée will be a rotation of grilled specialty sandwiches or burgers, or two (2) types of pizza,

Vegetables and Starches

Two (2) vegetables and one (1) potato, rice or pasta item will be available daily.

Desserts

Two (2) desserts will be offered daily. Cookies or brownies, cake, pie or cobbler, pudding or Jell-O. In addition, one (1) canned fruit and a variety of fresh fruit will also be offered daily.

Beverages

Milk, hot chocolate, hot and iced tea, coffee and decaffeinated coffee, and a variety of carbonated beverages will be offered.

Cereal

A minimum of three (3) assorted cold cereals will be offered daily. Also one (1) hot cereal will be available in season.

Grade & Quality Standards (Minimum Acceptable Standards)

Meats

- Beef – All Beef cuts will be USDA Choice (Minimum 80% lean), steers and heifers only.
- Primal cuts – Include round, loin, flank, rib and chuck. Plates and shanks will not be acceptable.
- All ground beef will come from 100% carcass
- Pork and Lamb – USDA No. 1 Cured, smoked and fresh. No mutton will be used.
- Veal – USDA Choice
- Poultry – Fresh USDA Grade “A” No. 1
- Hot Dogs/Brats/Lunch Meat – Only all meat products will be used.

Dairy

- Milk – Grade “A” under 30,000 bacterial c.c.
- Cream – 20% Butterfat
- Buttermilk – 8.25% milk solids
- Whipping Cream – Heavy-36% butterfat
- Dried milk solids will be used for baking purposes only.
- Ice Cream – 12% Butterfat
- Cheese – USDA Grade “AA” with natural, non-processed cheeses used when served as a prime ingredient in an entrée, sandwich or spread except for American Process cheese.

Beverages

- Coffee – Grade #1, no soluble will be used
- Tea – Orange Pekoe or Pekoe

Eggs

- Grade “A” large, fresh – no liquid or storage eggs will be acceptable

Seafood/Fish

- Grade “A” – where grade exists

Canned Fruits and Vegetables

- USDA Grade “A” or Fancy only

Fresh and Frozen Fruits and Vegetables

- Highest grades obtainable in each commodity

Condiments

- USDA Grade “A”

Liquid Shortening

- Pure vegetable deep frying – zero grams trans-fat per serving
- FSP shall submit planned weekly menus for review and publication by such persons designated by the College at least one week prior to use. The FSP should include any special items they intend to offer. Any changes to menus shall be communicated to a designated GC representative at least one week prior to implementing change for review and approval. FSP shall communicate any approved changes to students and staff.
- Food rates shall be consistent and reasonably priced for students, staff, and community and competitive in the local food service industry.
- If, during the term of the contract, the FSP deems an increase in the price of menu items is necessary, a written proposal to the College requesting such an increase must be submitted within 30 days of the beginning of a new semester. The proposal shall set out the amount of increase sought by the FSP, as well as documentation and an explanation for why an increase is being requested. If approved by the College, the FSP will be permitted to increase the price of specific menu items. Price increases shall not be approved during any semester but will only be considered prior to the beginning of a new semester.
- A proposed price increase to the meal plan must be requested no later than March 1st for the following year. After reviewing the request, the College shall respond in writing within 15 days with an approval or denial. The price charged for meal plans shall not be increased by more than the annual consumer price index for the year the increase is being sought.

c. Hours of Services

- FSP shall procure and prepare food for sale in the food service facilities during College official business days at regular periods as agreed upon in writing by the FSP and the College. College calendars can be found at <https://gc.edu/admissions/academic-calendar.php>.
- During the College's regular long semesters, the FSP shall operate food service location(s) based on the meal plan option selected by College:
 - 14 meals per week plan plus \$175 "Dining Bucks" declining balance -

Monday through Thursday:	Breakfast 7:30 am – 9:00 am Lunch 11 am - 2:00 pm Dinner 5:00 pm – 7:00 pm
Friday:	Breakfast 7:00 am – 9:00 am Lunch 11 am to 1:30 pm
 - Summer hours will be 7:30 a.m. to 1:30 p.m. Monday through Thursday, except during holidays.
 - Any addition or reduction in operating hours during a normal semester, summer, or holiday period shall be submitted to the Vice President for Administration and Student Services by the FSP in writing for approval prior to implementation.
 - Unplanned class cancelation or campus closure - During periods of severe weather conditions (i.e., hurricane, high winds, snow, etc.) or emergency conditions (i.e., fire, pandemic, etc.), the FSP shall follow the directions of the College.
 - If classes are not being offered, but students continue to reside in student housing, the FSP will continue to serve meals as scheduled above, and
 - If the College must send students home, then the FSP will suspend operations until students are permitted to return to student housing. The FSP will not charge the College for any meals or expenses when students are not residing in student housing.
 - FSP is responsible for monitoring the GC website and local media outlets for unplanned campus closures at <https://gc.edu>.

CATERING AND CONCESSIONS

- a. A catering program shall be offered for official College business. Catered events may include business meetings, hospitality events, College sponsored events, etc.
- b. FSP shall use its best efforts to promote and enhance the catering services.
- c. A standard setup fee of 15% or 18% will be charged, if additional servers are needed or the event is held after 4 pm, solely for catered events.
- d. Galveston College will receive a 5% discount on all catered events
- e. A catering brochure and pricing guide shall be published annually and available for use by College staff. Any changes to the catering guide must be approved by the Vice President for Administration and Student Services, and the FSP must immediately provide revised copies of the catering brochure and pricing guide, reflecting approved changes, to the President's Office and other GC personnel who regularly utilize catering services.
- f. FSP may be given preference for catering services on campus. However, GC will not be required to utilize FSP for on-campus catering services. This may be renegotiated at the completion of this contract term based on performance.
- g. FSP may be given preference for concession services for sporting events and any other concession needs. GC will not be required to utilize FSP for concession services.
- h. External customers must use Galveston College Campus Dining Services catering for any event held in a Galveston College facility. An "External Customer" is anyone who is not employed by the College seeking a catered event on or off the College's campus. An external customer may also be defined as an employee of the College who is purchasing catering services for personal use.
- i. The College will limit food and beverage sales; (exclusive of candy, drinks, snack items, etc. in the bookstore, vending machines and at student organization fundraising events) to that furnished by the FSP.
- j. Vending services are not included in the scope of services for this contract.
- k. The College retains the right to offer for sale through any of its facilities, present or future, items it deems appropriate and which would or would not be competitive or similar to products sold by the FSP.
- l. FSP shall be liable for all damages to property or persons resulting from acts of negligence on the part of its employees or agents for injuries to consumers. FSP agrees to indemnify, defend and hold the College harmless and free from any loss, cost, damage or expense arising out of any occurrence relating to this venture and will indemnify to negligence of the FSP's employees or agents arising from the use or consumption of any product sold by the FSP on or off campus, and from any damage or claims suffered through implied warranty.

PERSONNEL

- a. FSP shall employ all personnel necessary for the safe and efficient operation of all food service locations at GC.
- b. GC has the right to request removal of any FSP employee assigned on College premises based on misconduct relating to College property, personnel, or students.
- c. FSP shall provide sufficient back up in times of staff shortages due to vacations, illness, inclement weather, etc.
- d. The FSP's employment practices shall, at a minimum, be consistent with GC's Human Resource requirements:
 - In compliance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1978, the College is an equal opportunity institution and does not discriminate against anyone on the basis of race, creed, national origin, sex (including pregnancy), age, sexual orientation, disability or veteran's status as criteria for admission or employment.
 - Employment Practices DC (Legal), Criminal History Records of Certain Applicants
Each institution of higher education, including each college district, is entitled to obtain from the Department of Public Safety (DPS) criminal history record information maintained by DPS that relates to a person who is an applicant for a security-sensitive position at the institution. The institution may deny employment to an applicant for a security-sensitive position who fails to provide a complete set of fingerprints upon request. "Security-sensitive position" means an employment position held by an employee who:
 - Handles currency;
 - Has access to a computer terminal;
 - Has access to the personal information or identifying information of another person;
 - Has access to the financial information of the college district or another person;
 - Has access to a master key; or
 - Works in a location designated as a security-sensitive area. A security-sensitive position shall be so identified in the job description and advertisement for the position. The criminal history record information may be used only for the purpose of evaluating applicants for employment in security sensitive-positions.
- e. All behavior of FSP's employees will be in accordance with the College's policies and procedures. No drinking of alcoholic beverages, tobacco, or e-cigarette product use is allowed on campus.
- f. FSP shall maintain adequate worker's compensation insurance applicable to all persons employed by FSP.

- g. FSP shall provide certification evidencing such insurance to the College **prior** to the commencement of an awarded contract. The College may request at any time proof of such insurance coverage.
- h. GC may provide on-campus employment opportunities for students (“Student Workers”) under the direction of the FSP. These opportunities, if any, shall be mutually agreed upon between the College and FSP in writing.

BOOKKEEPING AND ACCOUNTING

a. Point-of-Sale System (POS)

- FSP shall implement, operate, and maintain its own Point-of-Sale system equipment and software for all GC food service locations.
- FSP shall maintain an adequate change fund for daily business operations.

b. Bookkeeping

- FSP shall keep and maintain accurate books and records of the food services provided, including day-to-day operating records regarding daily sales and catering events, in accordance with generally accepted accounting principles.
- FSP shall provide the College with copies of sales reports, including sales tax reports, upon request by the College. Such books and records shall be kept by the FSP for a period of no less than four (4) years and in accordance with Texas record retention laws.
- The College shall not be held responsible for any action or legal summons made by a third party for any or all nonpayment of bills on the behalf of the FSP.

c. PCI Compliance

- FSP agrees to maintain compliance with the PCI Data Security Standard for the life of the contract. Demonstration of such compliance will be by providing the College, upon request, with a signed Attestation of Compliance (AOC).
- FSP will also protect the credit card data in accordance with the PCI Data Security Standard, acknowledge responsibility for the security of the cardholder data, and be responsible for covering all costs (e.g. notification, fines, credit monitoring, etc.) in the event of a breach.
- FSP shall process credit/debit card transactions on the College’s premises using FSP provided technology systems and broadband internet connectivity. This connectivity is to be provisioned by the FSP, and this connectivity will exist independent of the College’s existing network infrastructure. The College will grant the FSP and its contractors access to all necessary points of demarcation for the provisioning of broadband internet connectivity and provide FSP with physical cabling structure to extend broadband internet connectivity to the credit/debit cardholder data environment and associated hardware. Should the College be unable or unwilling to provide such cabling, the FSP

will install necessary cabling components using a FSP contracted vendor and will grant the FSP and its contractor access to all necessary demarcation points and data closets in order to complete installation. FSP will provide network security and management, and all associated hardware, for the credit/debit cardholder environment at College premises through FSP's third-party provider. FSP represents and warrants that it will adhere to and maintain its network and data security practices at College premises in compliance with PCI/DSS (Payment Card Industry Data Security Standard (<https://www.pcisecuritystandards.org>)).

d. Student Meal Plans

- Each semester GC will provide a list of students authorized to be on the meal plan.
- The FSP shall submit to the College on a weekly basis a billing statement reflecting purchases made by students and documented by the vendor's POS system. Documentation will include the name of each student, their student ID #, which meals they ate and the dates and times of each meal.
Example: John Belushi, #12345, Breakfast: 7:42 am 11/7/20
 John Belushi, #12345, Dinner: 5:02 pm 11/7/20
- Billing: The College will pay the FSP an agreed upon **daily rate of \$24.95** for each student enrolled in the College meal plan. This amount will be prorated as students are added or deleted from the meal plan.
- The FSP will be provided with a schedule of games annually and will be expected to coordinate with the GC Athletic Director to ensure proper food service production.
- Summer Period - During the period commencing the first class day of the Summer I semester and continuing through Summer II final exams, FSP agrees to prepare and serve meals to GC students, faculty and staff on a voluntary cash basis.
- Appropriate invoice format and documentation will be mutually agreed upon by the FSP and GC's Business Office.
- Minimum Required Participation Rate - The FSP will maintain an average weekly participation rate of 70 percent. This means that 70 percent of all students enrolled on the meal plan will take their meals in or from the cafeteria each week. Failure to maintain the minimum participation rate for two weeks in a row will result in the FSP refunding \$250 to the College for each week the participation rate fails to equal or exceed the 70 percent threshold.

e. Commission Payments

- FSP shall pay to the College commission payments as follows:
 - The higher of a commission of \$500 per month or five percent (5%) of the net monthly sales generated from retail sales and meal plans, plus
 - Seven percent (7%) of the net monthly catering sales to external customers.

- Three-point five percent (3.5%) of the net monthly catering sales to external customers who are also non-profit organizations.
- The FSP will not be expected to pay a commission for catered events requested by Galveston College. In return for this exception the FSP agrees to provide a five percent (5%) discount for all College events.
- After the execution of this agreement, FSP will consult with the College for the purpose of designing financial and operating reports which can be generated monthly by FSP's accounting system and operating systems and which are satisfactory to the College. These reports can be printed documents or Excel spreadsheets. The FSP will provide these reports at no cost to the College.

The **monthly report** will break down sales by week (Monday through Sunday) and will include:

- Gross Sales
 - Retail Sales
 - Meal Plan Sales
 - Catering Sales to include:
 - A list of all catered events (On and off campus / GC and non-GC events)
 - Customer count for each event
 - Total price charged for each event
 - Sales Tax
- Daily Customer Count
- Participation rate of students on the meal plan for each week of the month

The **annual report, due 8/31** of each year, will include total:

- Annual Gross Sales
 - Annual Retail Sales
 - Annual Meal Plan Sales
 - Annual Catering Sales
- Annual Labor Costs
- Annual Food Costs
- Annual Sales Tax
- Average Daily Customer Count for the fiscal year beginning 9/1 of each year
- Average annual participation rate of students on the meal plan during the fiscal year beginning September 1 and ending August 31.
- All commissions due to the College shall be paid on a monthly basis. Payments must be received by the College **on or before the 15th day of the month** immediately following the month for which they are owed. In addition to the commission, the FSP must also submit a detailed monthly revenue statement to the College that reflects the FSP's gross and net income as defined below, expenses and revenue for the previous month.

- Gross sales shall be defined as all sales of food, beverages, goods merchandise and services in the Food Service operation, including sales tax; Net Sales shall be defined as Gross Sales less sales tax.
- If FSP terminates for any reason at or before the completion of this contract, a commission of two percent (2%) of gross sales will be retroactively applied from the first month and paid to the College within thirty (30) days of termination.
- FSP agrees to keep copies of true and accurate books and records of account of all sales made and business transacted in the Food Service operations performed under this agreement. FSP further agrees that College and its duly authorized agents may, during reasonable business hours and at reasonable times, have access to all such books and records of FSP for the purpose of determining whether or not FSP has duly performed all the terms, covenants and conditions under this agreement provided that the College provides FSP with a seven (7) day notice.
- FSP will also provide the College with annual financial statements covering all sales made and business transacted. Such statements must be reviewed by a certified public accountant and furnished to the College no later than **August 31** of each year at no additional cost to the College.
- The College may at any time, order an audit at its expense. If any such audit reveals an error in the FSP's sales and commission statements to the College in excess of two percent (2%) of the correct amount of receipts or disbursements for any given month(s), the FSP shall reimburse College for the cost of such audit.

MARKETING AND PROMOTIONS

- FSP's marketing efforts shall include, at a minimum, advertising food items, services offered, specials, dietary options, and information about key FSP personnel.
- FSP shall design, develop, and print promotional brochures, banners, signs, etc. for students and staff. Use of the GC name or logo must be approved in writing by GC's Marketing and Communications Department prior to publication of any materials.
- FSP shall develop and publish, **no later than February 28** each year, a student information brochure available for distribution to students enrolling for the upcoming fall semester.
- FSP shall develop a communication plan to distribute weekly food services calendars identifying special events and food specials. This can be web-based in nature.

FEEDBACK REQUIREMENTS

- In accordance with Texas Education Code §51.945 and GC's Board Policy [FLE \(LEGAL\)](#) Student Rights and Responsibilities, Involvement in Decision Making, the FSP shall hold, at a minimum, one (1) annual meeting or forum to provide students a reasonable opportunity to discuss the performance of the FSP. These events must be scheduled **no later than November 30** of each year.

- b. FSP must provide a surveying tool such as a comment card, online survey, etc. available to all students, employees, and members of the public to provide continuous feedback.
- c. The FSP agrees to consult with the Student Life Coordinator and the Student Food Service Committee, a minimum of four (4) times per year, for the purposes of:
 - Discussing dining likes and dislikes;
 - Planning activities, and
 - Scheduling special events
 - Following up on issues raised and making recommendations to resolve any possible complaints brought forward.

Terms of Agreement Governed by Texas Law:

The parties agree that the terms of the contract are governed the Texas statutory and case law.

Force Majeure

Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God such as fires, hurricanes, floods, tornadoes or pandemics.

FSP represents and agrees that prior to the execution of this contract; FSP acknowledges that it has knowingly and voluntarily signed the contract. FSP further represents and agrees that it has read carefully and fully understands all provisions of the contract, and that it knowingly and voluntarily entered into the contract. FSP further acknowledges that it has been afforded a reasonable period to consider the contract prior to execution.

Entire Agreement:

This contract supersedes all previous negotiations, representations and discussion by the parties and their respective counsel hereto concerning the subject matter herein and integrates all of their agreements and understandings concerning subject matters herein. No oral representations or undertakings concerning the subject matter hereof shall operate to amend, supersede or replace any of the terms and conditions set forth herein. This agreement shall only be amended in writing signed by all parties hereto.

Owner/Operator

Date

President

Date