



Addendum No. 1 – Questions and Responses

Re: RFP No. 2025-26-001 Campus Food Services
Date: February 23, 2026
Issued by: Jackie Brand
Vice President of Administrative Services & CFO
Frank Phillips College

This addendum forms part of the Request for Proposals and modifies the original solicitation. Proposers are responsible for acknowledging receipt of all addenda.

Question 1: May we please get meal plan participant counts by term for the past five years?

Response:

Academic Year	Fall	Spring
2025-26	152	140
2024-25	139	137
2023-24	129	111
2022-23	167	150
2021-22	154	140

Question 2: What are the current meal plan rates you are charging students per semester?

Response: \$1,900/semester

Question 3: In the RFP it mentions equipment repairs and replacement after the contractor takes over and then there is also a mention about the contractor being responsible for the first \$5,000 in repairs each. Will you please clarify?

Response: The Contractor is responsible for the first \$5,000 of routine repair or maintenance costs on Frank Phillips College-owned food service equipment each contract year (June 1 – May 31). Any repair or maintenance costs resulting from contractor negligence or unauthorized alterations are the full responsibility of the Contractor, regardless of amount. All other routine maintenance and repair costs beyond the \$5,000 annual threshold will be covered by Frank Phillips College.

Question 4: In the RFP it mentions furniture repairs are the responsibility of the contractor – just want to confirm?

Response: The contractor is responsible for routine maintenance and cleaning of all furniture, including minor upkeep necessary to keep items in good working condition. The contractor shall be responsible for the cost of repairs or replacement resulting from contractor negligence or misuse. Frank Phillips College will determine when furniture replacement is required and will bear the cost of replacement due to normal wear, damage not caused by the contractor, or end-of-life conditions.

Question 5: In the RFP it mentions the campus card system compatibility with the POS system – what are the systems in use currently?

Response: NownPOS register system with Clover Credit Card reader and service

Question 6: Will you please provide the last three years of audited financial statements?

Response: The audited financial statements are available on the College website.

<https://fpctx.edu/about-fpc/financial-reports/>

Question 7: Is the contractor responsible only for the floors in the kitchen area and not the seating area?

Response: The contractor is responsible for cleaning all kitchen area floors and wiping down tables and chairs in the seating area as needed during food service operations. Frank Phillips College custodial staff are responsible for daily general cleaning of the seating area, and College maintenance staff perform stripping and waxing of all floors in both the kitchen and seating areas twice per year.

Question 8: How many board billing days for each semester? Do you offer meal plans in the summer?

Response: Fall 25: 114. Spring 26: 116. No meal plans in the summer.

Question 9: May we get a copy of the current dining services contract?

Response: See Attachment A.

Question 10: Can you please share the number of students on the mandatory meal plan for last FY broken out by fall and spring as well as for Fall 25 and Spring 26?

Response: See response to Question 1. The data provided includes the periods requested.

Question 11: Can you please share anticipated meal plan participants for FY 26-27, and should we plan for attrition between fall and spring?

Response: Our anticipated meal plan participants will be similar to FY 25-26 with attrition between fall and spring, as has been indicated historically in the table in response to question 1.

Question 12: Can you share the historical data of how many voluntary meal plans were sold last FY, cost of each meal plan sold and reflect the type of meal plan (faculty/staff, commuter plans, and how many meals.

Response: We do not sell voluntary meal plans. However, we do sell discount meal cards – buy 10 meals get one free.

Question 13: Can you please share the participation rate for the students on the mandatory meal plan for last FY and Fall 25 and year to date for Spring 26? Or can you share how many meals a week the students on the mandatory meal plan are using each week?

Response: FY 24-25 was approximately 53.4%. Fall 25 is approximately 55.1%. Spring 26 is approximately 50.6%.

Question 14: Can you please confirm the number of board billing (operating days)for the academic year for FY 26-27 and separate out by Fall and Spring?

Response: Fall 26: 116. Spring 27: 116.

Question 15: Can you please share last year's catering revenue as well as the revenue for Fall '25 and year-to-date, for both internal catering (for Frank Phillips College)and external catering for the Borger community at large?

Response:

Term	External Catering	Internal Catering
FY 24-25	\$168,385	\$11,729
FY 25-26 YTD	\$69,798	\$8,253

Question 16: Can you please share last fiscal year's walk in sales (cash and credit) as well as sales for Fall 25 and Spring year to date? We are looking to break out all sales from both a catering (internal & external) as well as walk in sales from the faculty/staff and members of the Borger community.

Response:

Term	Casual Sales
FY 24-25	\$158,650
FY 25-26 YTD	\$42,400

Question 17: Can you please provide updated summer conference list for this summer and what is planned for this summer in terms of food service needs?

Response: Summer activities have not been finalized for this year, but generally include: All BISD athletic events (Wrestling, Baseball, etc.), Meals on Wheels, two weekly lunches at P66, P66 summer picnic, two summer theater camps (week long), summer safety trainings for CPCHEM (multiple days throughout the summer) and weekly Baptist Church lunches plus one monthly dinner. There will also be class reunions and welcome back breakfasts for area ISD's prior to board opening that are still in the planning stages.

Question 18: Can you please provide a historical calendar of internal FPC catering events from last FY as well as the current year to date?

Response: Typical internal catering events include: monthly Board meeting lunches, Fall & Spring employee in-service, annual scholarship donor luncheon, annual Scholarship Banquet, President's Holiday reception, employee Christmas luncheon, Graduation BBQ, and various department requests for meetings to be catered.

Question 19: Can you please share last fiscal year's summer sales, including revenue from walk-ins, summer camps and catering both internal and external?

Response:

Term	Casual Sales	Outside Catering	Internal Catering
May 25	\$10,258	\$19,293	\$571
June 25	\$10,158	\$27,717	\$146
July 25	\$7,315	\$6,309	\$773
August 25	\$11,210	\$19,260	\$2,473

Question 20: Can you share the operating hours for summer school and what hours of operation for the summer should we use for our financial model?

Response: Summer Dining Hall hours are Sunday thru Thursday (closed Friday and Saturday) 11:00 a.m. to 1:30 p.m. Additional hours are needed for caterings.

Question 21: Can you share the labor cost for summer hours of operation from last FY and define the dates for when the academic calendar ends and summer school begins?

Response: Payroll costs for May, June, July, and August were \$124,591.32. Spring 27 ends on May 6. Summer 1 begins on June 1. Summer II begins on July 7.

Question 22: What is the current campus population broken down by students and faculty/staff?

Response: FPC has approximately 1,800 students, (full-time, part-time, distance education, high school dual credit, and non-credit continuing education classes), 30 faculty, and 80 staff who have access to FPC's food service venues, in addition to community members.

Question 23: Can you please share recent student surveys from last FY and any that have been provided this FY?

Response: See Attachment B.

Question 24: Can you please share the total department labor cost and include hourly wages as well as manager wages for last FY and break out by summer and academic year.

Response: Total FY 24-25 was \$347,751.53. Summer outside of board days was \$74,351.11.

Question 25: Can you share if the current provider has provided any capital investments over the last 4 years and how was that capital utilized?

Response: None.

Question 26: Can you share a list of any equipment purchased over the last 2 years and was that purchased by Frank Phillips College?

Response: Equipment purchased by FPC over the last 2 years: Steamtable, 2 salad bars, Char Broiler, Griddle, Proofer/Warmer, Slicer, 2 Tabletop Griddles, and 2 Tabletop Panini Grills.

Question 27: Does your current provider utilize a vehicle for catering and do we need to account for that cost in our financials? If yes, can you share what historically that has cost on an annual basis?

Response: Yes, one leased minivan. \$409 per month/ \$4,908 annually.

Question 28: Will Frank Phillips College consider an extension to the current due date for the RFP response?

Response: Yes. Frank Phillips College will extend the due date for the RFP response to Monday, March 9, 2026, by 4:00 p.m. CST. All other terms and conditions remain unchanged.

Question 29: How many student meal plans do you want us to model in the fall and in the spring in our financial model?

Response: Although we are anticipating an increase in enrollment due to the new residential hall completion in Fall of 2026, as well as some other initiatives, please use the historical trends as the model. Fall: 152. Spring: 140.

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Frank Phillips College Dining Services Agreement



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Exhibits

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Attachment
Attachment
Attachment

DINING SERVICE AGREEMENT

THIS AGREEMENT, dated April 12, 2018, is between Frank Phillips College, Inc. a non-profit (“College”), and Fresh Ideas Management LLC, a Missouri limited liability company (“Fresh Ideas”), and sets forth the terms and conditions upon which College retains Fresh Ideas to manage and operate dining services under a management fee arrangement (cost plus fee) for the College at its campus in Borger, Texas (the “College”).

1. Term of Agreement. The initial term of this Agreement will commence June 4, 2018 (or as mutually agreed upon) and end on May 31, 2023 unless and until earlier terminated as provided under this Agreement (the “Initial Term”). Upon expiration of the initial term, this Agreement automatically renews for up to (3) three successive one-year terms unless and until either party provides written notice of nonrenewal at least 90 days before the end of the then-current term or unless and until earlier terminated as provided under this Agreement (each a “Renewal Term” and together with the Initial Term, the “Term”). In the event either party provides timely notice of its intent not to renew this Agreement, then, unless earlier terminated, this Agreement terminates on the expiration of the then-current Term.

2. Appointment for Dining Service Operation. College grants Fresh Ideas the exclusive right and responsibilities to provide student dining services and otherwise manage and operate the dining service operation on the Campus.

a. Investments by Fresh Ideas

Fresh Ideas shall invest a total of up to \$ 60,000 towards improving the student dining experience on the Campus. Fresh Ideas will be responsible for the specification and purchasing of all equipment and materials through Fresh Ideas approved vendors for this service transition. Fresh Ideas shall maintain vendor invoices for all equipment purchases related to the service style conversion. Though not foreseen, any mechanical and, or, engineering requirements that may be necessary, will be discussed with the client for the proposed dining conversion. Any such cost would be at the expense of the client. The conversion of services will occur within the first 70 days of the effective start date of June 4th, 2018 and in conjunction with our Contract Terms for Investment.

This investment will be reimbursed to Fresh Ideas in two payments; the first by November 10, 2018 and final payment by February 10, 2019. Fresh Ideas will not charge interest on the initial investment provided final payment is received by February 10, 2019.

If this agreement is terminated before final payment, the College shall repay the amount owed to Fresh Ideas within 30 days after the date of termination for 100% of the remaining balance plus 5% interest on any unpaid balance.

3. Dining Service Employees. Except for federally funded student workers who have been selected and approved to work for the dining service operation in conjunction with College policies (the “Excluded student workers”), all personnel engaged in the dining service

operation (the “Dining Service Employees”) shall be employees of Fresh Ideas. If the College or Fresh Ideas determine that the services provided by any Dining Service Employee are not acceptable, Fresh Ideas shall take immediate action to relocate the employee, dismiss the employee or otherwise rectify the situation to the reasonable satisfaction of the College.

a. Payroll Taxes and Costs.

Each party shall withhold and/or pay, as appropriate, all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including any income, social security and unemployment taxes, and workers’ compensation costs, and shall indemnify and hold harmless the other party against any and all claims and liabilities therefore including reasonable costs and attorney fees.

b. Management of Dining Services Operation.

In order to operate the Dining Service Operation in accordance with acceptable industry standards, Fresh Ideas shall provide qualified management personnel and shall select a Director of Dining Services and a Chef Manager in close consultation with the College administration. The salaries will be approved by the College in the range of \$30K-\$50K.

c. Nonsolicitation of Employees.

During the Term of this Agreement and for one year thereafter, College shall not, directly or indirectly, without Fresh Ideas prior written consent, hire or contract with, any person for food service who is, or was within the preceding twelve-month period, a management or supervisory employee of Fresh Ideas connected in any manner with the operation of the Dining Service Operation. This provision shall survive the termination of this Agreement.

d. Nondiscrimination.

Fresh Ideas shall not discriminate because of race, color, religion, sex, age, national origin, handicap, or status as a veteran, as defined and prohibited by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning any Dining Service Employee.

e. Employee Background Checks.

Fresh Ideas shall conduct pre-employment background checks on all Dining Service Employees prior to assigning them to work in the Dining Service Operation in accordance with applicable federal and state law and Fresh Ideas’ then-current personnel policies.

4. **Premises and Equipment.** During the Term of this Agreement and without cost to Fresh Ideas, the College shall furnish Fresh Ideas with reasonable access to that portion of the

College used for the Dining Services Operation as of the date of this Agreement, which includes the kitchen and dining, storage and other facilities used, or intended to be used, for student dining services of the College (the "Premises") and all equipment, necessary and adequate for the performance of the Dining Service Operation desired by College (the "DS Equipment").

a. Maintenance of Premises and Equipment.

Fresh Ideas shall take reasonable and proper care of the Premises and DS Equipment under its custody and control and use them only for the Dining Service Operation and for Catering Services provided by Fresh Ideas and in a manner that will not cause a violation of applicable law. College shall perform all maintenance and repair on the Premises and equipment, including routine repairs, modifications, alterations and replacements, to keep the Premises and the DS Equipment in good working order and in compliance with all applicable laws concerning conditions, safety and health and in compliance with insurance requirements. Fresh Ideas will keep College advised as to the condition of the Premises and equipment under its custody and control throughout the term of this Agreement and shall give notice of required repairs and maintenance. After delivery of such notice from Fresh Ideas, College shall have a reasonable time to carry out necessary repairs and maintenance. Subject to the limitations set forth in Section 17, Fresh Ideas shall pay for the costs of repairs and maintenance where the damage or malfunction is the result of the negligence or willful misconduct of Dining Service Employees.

b. Office Facilities.

The College shall provide Fresh Ideas with reasonable office facilities including office furniture, local telephone and internet service, copy equipment (other than copy costs which shall be reimbursed to College) and facilities for the safe keeping of funds provided, however. The College shall not be responsible for any loss of funds.

c. Sanitation. Fresh Ideas and College shall each be responsible for sanitation on certain portions of the Premises as follows:

<u>Sanitation Item</u>	<u>Fresh Ideas</u>	<u>College</u>
Daily housekeeping and sanitation in all food storage, production and serving areas, including windows, walls, related passageways, rest room facilities and dressing rooms	X	
Shampooing the dining room carpet and for stripping and waxing tile areas at mutually agreed upon times		X

Daily cleaning of floors, tables, chairs and food display areas. In the dining area	X	
Cleaning windows on an as needed basis and for general cleaning for any non-food service event taking place in the dining area		X
Removal of trash, recycling and composting materials to mutually agreed upon designated collection areas	X	
Removal of the trash, recycling and composting from the designated areas		X
The cleaning of the interior kitchen extraction hoods (including the ansele fire suppression system inspection), drains, ventilation, and regular pest control will be conducted at least twice annually		X
In all auxiliary dining services (as described below in section 10), the College is responsible for all housekeeping except the tables, chairs and counter tops in the dining areas. Fresh Ideas is responsible for all housekeeping in food preparation areas and for the removal of trash, recycling and composting materials in these areas to mutually agreed upon designated collection areas		X

d. Consultant Inspections.

The Dining Service Operations are subject to inspections of state and local health departments, as well as safety inspections by the College or its representatives. Such inspections shall have the complete cooperation of Dining Service Employees. Access will be made available to all dining services, production and storage areas while they are conducting inspections. These inspections may be conducted at the request of the College, Fresh Ideas shall furnish a copy of all inspection reports to the College within 24 hours after its receipt of such reports.

Fresh Ideas shall implement within 10 business days, or the time specified in the inspection report if sooner, the corrective operating measures required as a result of these inspections and reports. Such corrective action required of the College shall be resolved within 10 business days, or as soon as practical, should the resolution require equipment modifications or structural changes.

e. Safety.

Fresh Ideas shall use an aggressive program of accident prevention and safety education. Proper instructions and training shall be provided on the use of the equipment including potential risks and techniques of handling food to aid in the goal of having an accident-free and safe environment. First aid supplies (provided by Fresh Ideas), fire extinguishers and fire alarms (provided by the College) will

be available for use as needed. Dining Service Employees are to be trained by Fresh Ideas as to location and appropriate use of these tools. Dining Service Employees are to be educated by Fresh Ideas on policies concerning emergency procedures and such other policies as required by the federal or state agencies.

All Fresh Ideas personnel will participate in College established safety drills without exception.

5. **Inventories of Small Wares.** The College shall provide the inventories of all dishware, glassware, flatware, utensils and similar loose items necessary and adequate for the Dining Service Operation consistent with customary industry practice. Fresh Ideas shall return the items provided by the College upon termination of this Agreement subject to ordinary wear and tear.

6. **Utilities.** The College shall supply and pay the cost of utilities consumed at the Premises.

7. **Contract Board Program.** College will require students living on campus for the academic year to participate and agree to a contract board program ("Contract Board Program"), subject to certain exceptions currently in place and that may be reasonably added in the future by the University. Our proposed budget reflects board counts as provided by college. The Contract Board Program will permit the participants to eat a specified number of meals per week at any meal period served in the resident dining hall, which will consist of breakfast, lunch and dinner Monday through Friday, and brunch and dinner on Saturday and Sunday. The dining hall meals include unlimited servings of food and beverages except that steak and special dinner entrees may be limited to one serving. Students may be limited to one serving portion each time they are served. This limitation will be mutually agreed by both parties. All meals must be consumed in the dining room except for students participating in the reusable to go box take out program, unless those meals are purchased from our Fresh and Go container.

8. **Catering.** Fresh Ideas will provide a quality catering experience to the campus and community. As part of a collaborative effort to increase catering sales, Fresh Ideas will receive a bonus at the end of the fiscal year should catering sales increase by a minimum of \$50,000 from the prior year or baseline amount set by both parties. Fresh Ideas will receive a 10% bonus of the new sales with a maximum bonus of \$10,000.

9. **Fees and Budget.** The Management Fee for 2018/2019 is set forth in Exhibit A. The fee and estimated projected cost is due the 1st of each month for the current month. The annual fee will be charged in nine (9) monthly equal payments September through May. Fresh Ideas will adjust the annual fee by "CPI-U Percentage", the escalating change in the Consumer Price Index for all Urban Consumers under the expenditure category "Food Away From Home." in all categories on an annual basis. Fresh Ideas and College will mutually agree on the annual dining service budget by April 15 of each fiscal year.

10. **Advance Billing and Payment.** College shall pay Fresh Ideas in advance on the first day of each fall semester 1/12th the annual expense of food, supplies and labor and fringe

expense for College operations. Final reconciliation of the previous year will occur prior to that advance payment.

Fresh Ideas will submit a monthly invoice based upon the actual expense of food, supplies, salaries, fringe benefits and fees, for the operating month plus applicable taxes, associated with the other services being provided for the College under this Agreement.

College shall pay all invoiced amounts due to Fresh Ideas within 14 days after the date of such invoice. College shall pay Fresh Ideas a late fee equal to one percent (1%) for any past due invoice and an additional one percent (1%) (12% per annum) for each 30 day period on any amount which remains unpaid thereafter. College shall also reimburse Fresh Ideas for all reasonable costs incurred in collecting late payments, including without limitation, attorneys' fees. Exhibit B is a sample of the monthly invoice

11. Summer 2018 Opening. As part of the agreement to open June 4, client agrees to pay all labor and benefits for management and hourly staff needed to run and manage the dining service program until the fall term operations begin. Client agrees to reimburse Fresh Ideas for any losses incurred for the summer months after all revenue and expenses are calculated within 30 days from the end of the reporting period June 4-August 30th, 2018.

12. Program Evaluation. To perpetuate and further enhance the partnership between Fresh Ideas and College, performance metrics will be mutually determined within the first year of the contract. These metrics will drive the creation of an enhanced value for students so that dining becomes a key component for student engagement and community. Inclusive in the partnership agreement the following will be deliverables: on-site culinary excellence, a well-established catering operation, a high level of professionalism to the dining experience that includes exciting and energized venues. These metrics will be evaluated among other methods within food satisfaction surveys given to the College community and be identified in Exhibit D.

13. Theme Days/Monotony Breakers. Fresh Ideas will offer regularly scheduled monthly theme days and monotony breakers. The purpose of these events will be to provide the students variety to the standard dining program. For example, activities may include such activities as barbecues, special meals, etc.

14. Meal Alternatives. Fresh Ideas will also prepare meal trays for pick up by designated individuals for those who are unable to attend meals in the dining room.

15. Physician-planed Diets. If a student is unable for medical reasons to consume the meal served in the dining room, Fresh Ideas will make reasonable accommodations, at no additional cost to the student or College, a meal that is consistent with his/her physician's instructions.

16. Compliance with Laws. Fresh Ideas and College shall each comply with the laws, ordinances, rules and regulations of all applicable federal, state, county and city governments, bureaus and departments concerning the sanitation, safety and health of the food service facilities, and shall procure and maintain all necessary licenses and permits.

17. Insurance. Fresh Ideas shall obtain and keep in force at all times during the term of this Agreement, comprehensive general liability insurance in the single limit of not less than \$1,000,000 per occurrence with \$10,000,000 umbrella coverage, including but not limited to personal injury liability, property damage liability and products liability, covering the operations and activities of Fresh Ideas, its agents or employees under this Agreement. Fresh Ideas will name the College as “additional insured” on the liability and umbrella policies. A certificate evidencing such policy or policies shall be delivered to the College within 15 days after execution of this Agreement and before July 1 each year thereafter. Except as otherwise expressly provided in this Agreement, Fresh Ideas and the College hereby waive any and all rights to subrogation that either party may have to recover against the other party for damages for any loss occurring to property, regardless of whether such loss or damages are caused in whole or part by the negligence or sole negligence of the other party or such party’s agents, guests, or employees.

18. Indemnity. Subject to the terms and conditions of this Agreement, each party (as “Indemnifying Party”) shall defend, indemnify and hold harmless the other party (the “Indemnitee”) from and against all losses, liabilities, damages and expense, including reasonable defense costs and reasonable attorneys’ fees incurred (collectively “Losses”) from any claim by a third party, which arises by reason of any negligent act or omission by the Indemnifying Party, its agents or employees in the performance of its obligations under this Agreement. Notwithstanding the preceding sentence, the Indemnifying Party is not obligated to indemnify, defend or hold harmless the Indemnitee if such claim relates to the negligence or more culpable act or omission of the Indemnitee. The provisions of this paragraph shall survive the termination of this Agreement and the remedies in this paragraph are the only remedies available to the Indemnitee for any Losses covered by this paragraph.

19. Limitation of Liability. Except for obligations to pay under Sections 4 and 12 of this Agreement, (a) neither party is liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages regardless of the legal or equitable theory upon which the claim is based and notwithstanding the failure of any agreed or other remedy of its essential purpose and (b) the aggregate liability of Fresh Ideas arising out of or related to this Agreement, and the services being provided by Fresh Ideas under this Agreement, shall not exceed the total amount paid to Fresh Ideas pursuant to this Agreement in the one-year period preceding the event giving rise to the claim.

20. Trade Secrets and Confidential Information. During the term of this Agreement, the College may have access to or become acquainted with various trade secrets and confidential information of Fresh Ideas, including recipes, financial information, operating statements and studies, management guidelines and procedures, operating manuals, and similar compilations and documents used in the operation of the business by Fresh Ideas. The College shall not use or disclose any of Fresh Ideas’ trade secrets or confidential information, directly or indirectly, during or subsequent to the term of this Agreement. The College further agrees not to photocopy or otherwise duplicate any such material without the prior written consent of Fresh Ideas. All financial information, operating statements, recipes, files, records, documents, compilations, manuals, and similar items (including all copies or facsimiles thereof) shall remain the exclusive property of Fresh Ideas and shall be returned to Fresh Ideas immediately upon any termination of this Agreement.

21. Termination.

a. **Fresh Ideas' Right to Terminate.** Fresh Ideas shall have the right to terminate this Agreement upon written notice to College if: (a) College fails to pay any amount when due under this Agreement ("Payment Failure") and such failure continues for 10 days after delivery of written notice of nonpayment; (b) within any 12-month period, 3 or more Payment Failures occur; or (c) if College breaches any provision of this Agreement (other than a Payment Failure) and either the breach cannot be cured, or if the breach can be cured, it is not cured within 30 days after delivery of written notice of such breach.

b. **College's Right to Terminate.** College shall have the right to terminate this Agreement upon written notice to Fresh Ideas if Fresh Ideas breaches any provision of this Agreement and either the breach cannot be cured, or if the breach can be cured, it is not cured within 30 days after delivery of written notice of such breach.

c. **Effect of Termination.** The termination of this Agreement will not affect any rights or obligations of the parties that come into effect upon or after termination of this Agreement or otherwise survive the termination of this Agreement and were incurred by the parties prior to such termination. Termination of this Agreement will not constitute a waiver of any of either party's rights, remedies or defenses under this Agreement at law, in equity or otherwise.

22. Miscellaneous.

a. **Assignment.** This Agreement may not be assigned by either party in whole or in part without the written consent of the other party.

b. **Notices.** All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be effective upon receipt by facsimile, email, personal delivery, private overnight courier or mail if sent to the Chief Executive Officer at the College and the President at Fresh Ideas Management LLC at the following addresses and received by the addresses noted:

Notices to College:

President
Mr. Jud Hicks
Frank Phillips College
1301 Roosevelt Street
Borger, TX 79007
jhicks@fpctx.edu

Notices to Fresh Ideas:

Fresh Ideas Management LLC
Attention: Dennis Owens
1000 West Nifong Building 3 Suite 220
Columbia, MO 65203
dowens@freshideasfood.com

kboatright@freshideasfood.com

In the event that either party makes receipt of notice impossible or impractical, then, as to such party, all notices, requests, demands and other communications shall also be effective upon being deposited in the United States mail, certified, return receipt requested, and sent to the address for such party as set forth above. The parties hereto shall have the right at any time and from time to time, to change their respective addresses for notices by giving the other party hereto written notice thereof.

c. **Attorney's Fees.** If any action or proceeding is necessary to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which said party may otherwise be entitled by law or under this Agreement.

d. **Catastrophe or Force Majeure.** With the exception of payment obligations for prior performance under this Agreement, neither Fresh Ideas nor College shall be liable for, nor be deemed to be in default of this Agreement as a result of, the failure to perform their respective obligations under this Agreement when such failure is caused by fire, accident, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riots, sabotage, weather and energy closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, nor for real or personal property destroyed or damaged due to such causes.

e. **Construction and Effect.** A waiver of any failure under this Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. This Agreement supersedes all prior and contemporaneous negotiations, representations or agreements, if any. The paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the paragraphs or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

f. **Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

g. **Amendments to Agreement.** Each of the provisions of this Agreement shall remain in effect throughout the term of this Agreement unless the parties agree, in a written document signed by both parties and attached to this Agreement, to amend, add or delete any provision. Any amendment to this Agreement shall become effective at the time specified in the amendment. Exhibit A shall be updated each year of the Agreement.

h. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COLLEGE:

Frank Phillips College

By: Jud Hicks 4/12/18

Printed Name: Jud Hicks

Title: President

FRESH IDEAS:

Fresh Ideas Management LLC

By: Dennis Owens 4-12-18

Printed Name: Dennis Owens

Title: President



Exhibit A -- Frank Phillips College

Annual Fees	Management Fee	Monthly 9 months
Frank Phillips College	\$ 60,000.00	\$ 6,667

EXHIBIT B- FRANK PHILLIPS COLLEGE

Frank Phillips Proposed Dining Budget		
		Proposed Budget
Meal Plan Food Cost		\$ 119,978
Free Meals - Non Reimbursed		\$ -
Catering/Casual Meals Food Cost		\$ 88,889
Total Food Cost		\$ 208,867
Salaried Management (Range from 30K to 50K)		\$ 70,000
Management Fringe Benefits & Taxes	35.00%	\$ 24,500
Subtotal Management Labor Cost		\$ 94,500
Hourly Labor Expense		\$ 130,559
Hourly Taxes & Benefits	35.00%	\$ 45,696
Subtotal Hourly Labor Cost		\$ 176,255
Total Labor Cost		\$ 270,755
Variable Direct		\$ 56,941
Opening Costs (10K/over 5 years) plus Van		\$ 6,800
Administration Cost		\$ 32,602
Total Direct		\$ 96,343
Management Fee		\$ 60,000
Gross Costs		\$ 635,965
Total Revenue Generating Sales / Student Revenue		\$ 499,200
Catering & Commuter/Faculty/Staff		\$ 200,000
Total Cash, Credits,		\$ 699,200
Total Net Costs / Client Profit		\$ (63,235)
Assumptions		
Food Plate Cost		\$2.25
Causal Dining Sales		\$50,000
Catering Revenue		\$150,000
Cost of Meal Plans-19/week/semester		\$1,600
Students of meal plan-Fall		166
Students on meal plan-Spring		146
Total Meals Served		141,430
Number of On-Site Salaried Managers		2



Exhibit C-

Frank Phillips College Renovation Equipment List

Description	Quantity	Make	Estimated Cost
Air Screen Cooler	1	Delfield	\$ 10,000
Salad Bar Crocks and Utensils	Full Set		\$ 1,600
Impinger Conveyor Pizza Oven	1	Lincoln	\$ 11,000
Point of Sale System (specifications TBD)	1		\$ 16,800
Televisions	2	LG	\$ 1,250
Television Mounts	2		\$ 250
Soft Serve Triple Twist Ice Cream Machine	1	Spaceman or Taylor	\$ 12,000
Condiment Station	1	Custom	\$ 1,500
New Hanging Signage for stations	1	Custom	\$ 1,500
2 Gallon Soup Tureens	2	Volrath	\$ 600
Action Station With 2 Induction Units and work table, and refrigeration	1		\$ 2,000
Paint			\$ 1,500
Estimated Total			\$ 60,000

MODIFICATION OF FOOD SERVICE AGREEMENT

This Agreement is made November 23, 2020, between Frank Phillips College Inc., a non-profit ("College"), and Fresh Ideas Management LLC, a Missouri limited liability company ("Fresh Ideas").

RECITALS

- A. College and Fresh Ideas are parties to that certain Food Service Agreement dated April 12, 2018 (the "Dining Service Agreement"), having a term that expires on May 31, 2023.
- B. The parties desire to modify the Food Service Agreement dated April 12, 2018, as set forth herein.

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

- 1. Extension. The Food Service Agreement shall be extended for an additional period of three (3) year, commencing June 1, 2023 and expiring May 31, 2026 unless and until earlier terminated as provided under the Agreement. The parties agree during the extension period to be bound by and observe all the terms, conditions and covenants contained in the Food Service Agreement, as amended herein or in the future.
- 2. Section 22b. Notices to Fresh Ideas section is changed:
 Fresh Ideas Management, LLC
 Attention: Dennis Owens
 3220 Vandiver Drive
 Columbia, MO 65202
dowens@freshideasfood.com
- 3. Other Terms.
 - (a) Except as set forth above, the terms of the Food Service Agreement shall remain unmodified and in full force and effect.
 - (b) This agreement may not be amended, supplemented, modified or any of the terms, provisions, covenants or conditions, waived, except by a writing duly executed by duly authorized officers of the respective parties.
 - (c) This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
 - (d) This agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Frank Phillips College Inc.

By: _____

Print Name: Judd Hicks 12/1/2020

Title: President

Fresh Ideas Management, LLC

By: _____

Print Name: Dennis Owens

Title: President

Attachment B

Customer Survey--Fall 2024

						Total Surveys	46
Surroundings							
	Excellent	Very Good	Good	Fair	Poor		
Dining Room is attractive		18	16	9	3	0	
Dining Room is Clean		25	14	4	3		
Serving Area is Attractive		21	15	9	1		
Serving Area is Clean		26	12	6	2		
Silverware, Dishes, Glasses are Clean		28	11	6	1		
Comments:							
Flvs, no more water down ranch							
Service							
	Excellent	Very Good	Good	Fair	Poor		
Employees are friendly and Courteous		36	9	1			
Employees are near and clean		36	9	1			
Employees are responsive		38	7	1			
Manager is available and helpful		39	7				
Comments:							
Ms. Linda is the best							
Love them all							
Good							
Food Program							
	Excellent	Very Good	Good	Fair	Poor		
Variety of Foods on the Menu		13	15	14	3	1	
Are foods attractively Displayed		14	14	11	7		
Taste of Foods		11	11	12	11	1	
Temprature of Foods		15	18	11	2		
Entrees		14	17	12	3		
Starch		13	23	6	4		
Vegetables		17	16	10	3		
Salad Bar		20	21	2	3		
Desserts		17	14	6	6	3	
Beverages		18	19	5	4		
Comments:							
More Meat, more baked options for the athletes, wish we ate less chicken, not biscuits & gravy for breakfast							
The breakfast is always good, Chicken & Waffles were very good							
What is your overall satisfaction of the Food Service?							
	Excellent	Very Good	Good	Fair	Poor		
		12	16	17	1		
Comments: Food is great, more salt to the rice							
Is there a way to have less oil cooked on foods?							
More Chicken Nugget Days, more beverage options							
What changes would you like to see in your food service program?							
More Chicken Quesadillas, Stop putting ketchup on the meatloaf, more gravy w/mashed potatoes, more chicken & Dumplings, less salty stuff							
Employeees wear hairnets-Have found a hair a couple of times, not season green beans as much, steak nights, chicken & Noodles & tomato basil soup							
More Hamburgers & Hot dog days, I am happy, little baby rolls w/mashed potatoes, briung back pineapple, better quality, better rice							
I would love more fried chicken, also, more fish Fridays, more mac & Cheese, Love the hot CoCo, waffles for dinner, more brown gravy							
More baked options and substitutions for certain items, more chicken, less chicken more beef, tomato soup french fries F'n mint							
More Queso & Nachos--I like Texas Chili, Mangos at the salad bar							
The enchiladas are great, please more green chiles and black beans Scott made Tuesday night							
Mor Lo Mein Noodles, Breakfast is the BOMB!!!							

Surroundings

	Excellent	Very Good	Good	Fair	Poor
Dining Room is attractive	17	18	13	4	
Dining Room is Clean	21	19	12		
Serving Area is Attractive	17	19	14	2	
Serving Area is Clean	22	25	4	1	
Silverware, Dishes, Glasses are Clean	19	17	8	6	2

Comments: All perfect because of the Wienie Dog

Service

	Excellent	Very Good	Good	Fair	Poor
Employees are friendly and Courteous	32	17	3		
Employees are near and clean	33	16	2	1	
Employees are responsive	32	16	4		
Manager is available and helpful	37	14	1		

Comments:

Food Program

	Excellent	Very Good	Good	Fair	Poor
Variety of Foods on the Menu	18	18	13	3	
Are foods attractively Displayed	17	16	12	7	
Taste of Foods	15	16	11	9	1
Temprature of Foods	16	23	9	4	
Entrees	18	19	10	5	
Starch	17	19	13	3	
Vegetables	18	19	12	3	
Salad Bar	28	15	7	2	
Desserts	23	14	11	4	
Beverages	33	14	5		

Comments:

What is your overall satisfaction of the Food Service?

	Excellent	Very Good	Good	Fair	Poor
	22	21	6	3	

Comments: You guys do a pretty good job overall

It is the best value in Borger TX, fun place to eat

I always feel welcome. Exellant value, best food

Management & Prices, Enjoy the atmosphere of the dining facility,put long tables back

What changes would you like to see in your food service program?

More variety of different foods but keep the popular dishes often, Change variety of foods. More protein based foods, variety of foods, maybe more healthier and fresh options, charcoal chicken, a tray slide in the serving area, greek yoghurt, Better hot coffee Feta Cheese for salad bar, need two action stations on certain day so we don't have to wait so long more/different fruit--thank you for caring about what

you make us, nothing really am gluten free and the salad bar is welcoming to me, more sushi days, vegetable sometime over cooked and sometimes very well

Customer Survey--Fall 2025

Total Surveys 52

Surroundings

	Excellent	Very Good	Good	Fair	Poor	
Dining Room is attractive	33%	35%	25%	8%	0%	100%
Dining Room is Clean	40%	37%	23%	0%	0%	100%
Serving Area is Attractive	33%	37%	27%	4%	0%	100%
Serving Area is Clean	42%	48%	8%	2%	0%	100%
Silverware, Dishes, Glasses are Clean	37%	33%	15%	12%	4%	100%

Comments:

Service

	Excellent	Very Good	Good	Fair	Poor	
Employees are friendly and Courteous	62%	33%	6%	0%	0%	100%
Employees are near and clean	63%	31%	4%	2%	0%	100%
Employees are responsive	62%	31%	8%	0%	0%	100%
Manager is available and helpful	71%	27%	2%	0%	0%	100%

Comments:

Food Program

	Excellent	Very Good	Good	Fair	Poor	
Variety of Foods on the Menu	35%	35%	25%	6%	0%	100%
Are foods attractively Displayed	33%	31%	23%	13%	0%	100%
Taste of Foods	29%	31%	21%	17%	2%	100%
Temptrature of Foods	31%	44%	17%	8%	0%	100%
Entrees	35%	37%	19%	10%	0%	100%
Starch	33%	37%	25%	6%	0%	100%
Vegetables	35%	37%	23%	6%	0%	100%
Salad Bar	54%	29%	13%	4%	0%	100%
Desserts	44%	27%	21%	8%	0%	100%
Beverages	63%	27%	10%	0%	0%	100%

Comments:

What is your overall satisfaction of the Food Service?

Excellent	Very Good	Good	Fair	Poor	
42%	40%	12%	6%	0%	100%

Comments:

What changes would you like to see in your food service program?