REQUEST FOR PROPOSAL

Campus Vending Services

MBC RFP 26-01

Submission Date:

November 30, 2026

Morris Brown College
643 Martin Luther King Jr Drive NW, Atlanta, GA 30314
Phone: 404-458-6085 Ext. 2016

SECTION 1. INQUIRIES AND INTERPRETATIONS

Responses to inquiries which directly affect an interpretation or change to this Request for Competitive Sealed Proposals (RFP) will be issued in writing by Morris Brown College as an addendum and emailed to all parties recorded by Morris Brown College as having received a copy of this RFP.

All such addenda issued by Morris Brown College prior to the time that proposals are received shall be considered part of this RFP, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its proposals. Only those inquiries Morris Brown College replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addendums, if any, can be obtained at the following website:

www.morrisbrown.edu

SECTION 2. POINT OF CONTACT

Morris Brown College requires that Respondents restrict all contact and questions regarding this RFP to the individual named below.

Any questions or concerns regarding this solicitation, including terms and conditions, submission requirements, technical requirements and contract award shall be directed in writing to crystal.smith@morrisbrownedu.

It is Morris Brown College's (MBC) intent to respond to all appropriate questions and concerns; however, MBC reserves the right to decline to respond to any question or concern.

SECTION 3. SUBMISSION OF PROPOSALS

Submittal Deadline: Morris Brown College will accept proposals until Monday, November 30, 2026, at 5:00 PM EST via email and print format. Proposals in print format shall be submitted to Morris Brown College located at 643 Martin Luther King Jr Drive NW, Atlanta, GA 30314, Attn: Office of Finance and Administration.

The proposal(s) must be received on or before the time and date specified above to the point-of-contact identified above. Morris Brown College delivery hours are from Monday through Friday from 8:00 a.m. to 5:00 p.m. except during holidays and other Morris Brown College closures. Late submissions will be returned to the Respondent unopened. Morris Brown College will not accept submissions delivered by telephone or facsimile (fax). Proposals properly received will not be returned to Respondents.

SECTION 4. CONSIDERATION OF PROPOSALS

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of this RFP, MBC alone will determine whether it is a candidate for further consideration.

Morris Brown College shall select the Respondent that offers the best value for Morris Brown

College based on its published selection criteria and on its ranking evaluation. In determining the best value, Morris Brown College is not restricted to considering price alone but may consider any other factors stated in the selection criteria. All properly submitted Proposals will be reviewed in consideration to the following selection criteria factors in determining to whom to award a contract:

Selection Criteria	Weights
(1) Demonstrated experience providing similar services to higher education institutions, qualifications of the firm, staff expertise, certifications, and successful project history.	25%
(2) Quality, functionality, innovation, methodology, implementation plan, and the Respondent's understanding of Morris Brown College's requirements and objectives.	25%
(3) Client references, past performance on comparable projects, reliability, customer satisfaction, and record of successful project delivery.	15%
(4) Total proposed cost, pricing structure, long-term value, cost effectiveness, and overall return on investment to the College.	20%
(5) Project timeline, implementation strategy, training resources, ongoing customer support, responsiveness, and service level commitments.	10%
(6) Commitment to supplier diversity, minority-owned business participation, and demonstrated support for community engagement initiatives.	5%
Total	**100%**

SECTION 5. PROPOSAL SUBMISSION REQUIREMENTS: Please provide a response to each of the following sections:

1. ROYALTY AND FINANCIAL CONSIDERATION.
   Please complete Pricing Proposal Form Exhibit A.

2. THE RESPONDENT'S QUALIFICATIONS.

   - Provide a detailed description of your company, including the total number of supporting personnel related to providing the services required in this RFP.

3. THE RESPONDENT'S ABILITY TO PROVIDE GOODS AND SERVICES.
   - Demonstrate company's understanding, knowledge and experience of providing the services of the type and kind required in this RFP.

   - Provide a list of any lawsuits or litigations regarding which the company is or was a party, for the preceding ten (10) years, and the resulting outcomes. If the company becomes a party to any lawsuit within 60 days after proposal submission, the proposer must notify MBC immediately.

   - Provide a statement if the company has filed bankruptcy within the past ten (10) years.

- Provide license to do business in Georgia and proof that your company has at least 5 years' experience in providing requested services in this RFP.

- Provide a complete list of proposed products to be vended. This list must include brand name, portion size, and proposed selling price.

4. THE RESPONDENT'S PAST PERFORMANCE ON COMPARABLE PROJECTS.

   Identify and describe the company's past performance for providing services to higher education institutions (including MBC), school districts, and/or other public entities that are most related to this project within the last ten (ten) years.

   *Provide institution name/client name
   *Representative name, contact information
   *Location
   *Project Name
   *Description of services provided
   *Years of service
   *Project Size

   If available, provide color images (photographic reproductions) of proposed good and/or services and other information such as specifications, manufacturer's data sheet, etc.

5. THE RESPONDENT'S ABILITY TO COMPLY WITH PROJECT SCHEDULES. Describe your approach in assuring timely implementation/transition of services to Morris Brown College.

6. THE RESPONDENT'S WARRANTY AND SERVICE SUPPORT POLICY: Describe your warranty services and service support philosophy.

7. PRINCIPAL PLACE OF BUSINESS (CORPORATE OFFICE) IN THE STATE OF GEORGIA AND/OR NUMBER OF EMPLOYEES IN THIS STATE. Provide number of employees in the State of Georgia.

8. ANY OTHER RELEVANT FACTOR PROVIDED IN RESPONSE TO THE REQUEST CONTAINED HEREIN.

9. ABILITY TO PROVIDE TIMELY PROFESSIONAL SERVICES BY HAVING CORPORATE OR BRANCH OFFICES WITHIN THE ATLANTA METROPOLITAN AREA.

REFERENCES: Reference checks are a part of MBC's procedure for evaluation. Reference checks may be in writing or by telephone. The submission of reference information authorizes MBC to request release of information concerning related projects from the references provided.

Provide a minimum of 3 references. The references should include institution/client's name and representative name who served as the day-to-day liaison including telephone number and e-mail address.

SECTION 6. PROPOSAL SUBMISSION FORMAT:

Printed Submittals: Submittals should be on letter-size (8-1/2"x11") paper and assembled with spiral-type bindings or staples. Do not use metal-ring hard cover binders. Preprinted material should be referenced in the submittal and included as labeled attachments. Each part of the proposal should be separated by use of a divider sheet with an integral tab for ready reference. Submit four (4) copies of the proposal in print format and one (1) copy of the proposal in electronic format. The electronic copy shall be submitted in a USB/Flash Drive or in the same envelope as the hard-copy (print format) original proposal.

All submittals should include a Table of Contents for the Proposal and page numbers for each part of the Proposal as well as any separate attachments. Supplementary information not required should be clearly identified in the Table of Contents and provided as a separate part.

Important Proposal Submittal Documents: The following documents, at minimum, must be filled out, signed by an authorized representative, and returned as part of the proposal submittal:

1. Exhibit A – PRICING FORM
2. Exhibit B – ANTI-COLLUSION CERTIFICATION
3. Exhibit C – EXECUTION OF OFFER
4. Certification of Georgia Certificate of Good Standing.
5. Certification of Authority to conduct business in the State of Georgia (or other state).
6. Proof of Insurance.
7. Sample of all proposed contractual documents that may result from this solicitation such as contract, agreement, terms and conditions sheet, etc. (*Not signed)*

SECTION 7. SCOPE OF WORK:

The purpose of this solicitation is to select one or more suppliers to furnish vending machine services for beverage and/or snack products. The selected supplier must furnish full-service vending by providing the equipment, product, and services required for a complete vending machine operation. The awarded contract will include exclusive rights to the vending machines for the MBC campus.

Respondents are encouraged to propose terms and conditions offering the maximum benefit to Morris Brown College in terms of services to Students, Faculty, and Staff, and total overall consideration for this institution.

Applicability of Educational and Local Government, and any other available discounts should be strongly considered by Respondents.

DESCRIPTION OF SERVICES: The description of services must include but are not limited to the following:

Type of Vending Machines: The vending machines operated on Campus by Contractor must be new or comparable to the conditions of a new machine, must contain currency reader/changers, credit/debit card reader and tap capabilities and must be of a size and type acceptable to Morris Brown College.

Products Vended: Contractor will maintain new Products in its vending machines and will ensure that all Products vended shall conform in all respects to local, state, and federal laws and regulations relating to the standards of food and drink and shall be suitable for human consumption in all respects.

Contractor will stock its machines adequately, with only the products, brands, and sizes that Morris Brown College specifies, and will not change products, brands or sizes without Morris Brown College's permission.

On-call Services: Contractor will provide on-call maintenance and repair service for its machines 24 hours a day, seven days a week. Contractor will make available to Morris Brown College a telephone number for service calls and will respond on-site to calls within four hours between 7:30 AM and 5:30 PM, Monday through Friday, and within 24 hours during weekends. Contractor will keep at least one on-duty supervisor available from 8:00 AM to 5:00 PM each day that Morris Brown College is open, and at least one on-call supervisor available at other times. Contractor's representatives may enter the Campus at reasonable times to install, repair, supply, and remove its machines.

Maintaining Machines: Contractor shall service all its vending machines and related equipment as often as is necessary to keep the machines and equipment properly supplied and in good working order. Contractor will maintain a program of regular preventive maintenance and replacement of worn, damaged, or malfunctioning machines. Morris Brown College may require Contractor to replace machines that cannot be returned to service within five working days of the service call. Replacement machines will be of a type and condition at least equal to the machines that are replaced. Contractor will keep its vending machines neat and sanitary. Contractor will clean all spills that occur while filling, cleaning, or maintaining its machines, clean the front of each machine each time Contractor restocks or services it, and remove packaging and waste from the Campus after each service call. Contractor shall cooperate with Morris Brown College to promptly remedy any sanitary problems related to Contractor's machines.

Inspecting and Restocking Machines: Contractor will inspect and restock its machines at least once a day. Contractor shall offer for sale only those Products that Morris Brown College has approved as to brand and size. Contractor will not alter the range of products, brands, or sizes it offers for sale in vending machines without written permission from Morris Brown College, which shall not be unreasonably withheld. In the event that the parties agree that reduced service and modified merchandise selections are appropriate during summer sessions, holidays, or building shutdowns, then any such mutual agreement shall be reduced to writing, signed by both

parties, and designated as an amendment to this Agreement.

Refunds: Contractor will provide Morris Brown College with up to one (1) cash fund in the amount of $100.00 per year, which shall be used by Morris Brown College for making refund payments available. Contractors shall make additional funds available to Morris Brown College as required to maintain each fund at a level adequate to pay refunds promptly as they are requested. Contractor will supply a written form, mutually agreeable to both parties, which can be used as a voucher for submitting refund claims. The form will include space for claimants to identify (1) the type of machine, (2) the machine location, (3) the amount of the loss, (4) a description of how the loss occurred, (5) the date of the loss, and (6) the claimant's signature.

Financial Statement, Reports, and Bond: Contractor must present to Morris Brown College at the time of contracting a financial statement prepared by an accountant licensed in Georgia. Contractors must provide a monthly payment statement, supported by quarterly sales tax reports for each quarter. The awarded Contractor must provide a monthly Commissions Report.

Cost of Operation: Contractor shall have sole responsibility for paying all costs for installing, operating, servicing, and replacing its vending machines and any necessary related equipment. Morris Brown College shall furnish Contractor with electrical energy and water for operation of Contractor's vending machines on Campus free of cost. Contractors shall absorb all money shortages that may develop due to theft, burglary, inoperable vending machines or other causes.

Signs: Contractor will not post signs or posters in the vending machines area, or elsewhere on Campus, and will not engage in any marketing or promotional activity on the Campus without full compliance with all local, state and federal laws and advance written permission of Morris Brown College in each instance.

Personnel: Contractor will provide each of its employees with an identification badge and shall require the employee to carry that badge while on Campus to ensure that person has authorized access to Contractor's machines and other equipment.

Licenses, Permits, Taxes, Laws and Regulations: Contractor will obtain, maintain in effect, and pay the cost of all licenses or permits necessary for its performance of this Agreement and will pay all taxes, excises, payroll deductions, employee benefits, fines, penalties, or other payments required by federal, state, or local law, ordinance, or regulation in relation to its duties under this Agreement. Contractor will make proper sales tax returns and payments to the State Comptroller of Public Accounts; Payment of sales tax will not reduce Morris Brown College's royalty on gross sales under this Agreement.

Contractor will comply with, and will be responsible for requiring its officers, agents, and employees to comply with all applicable federal, state, and local laws, ordinances, rules and regulations, as well as Morris Brown College Rules.

SECTION 8. CONTRACT AWARD PROCESS

RFP Project Schedule
Public Announcement: Thursday, November 1, 2026
Pre-proposal conference: Monday, November 16, 2026
Deadline to receive questions: Friday, November 13, 2026, before 5:00 p.m.
Deadline to issue addendums: Thursday, November 19, 2026, before 5:00 p.m.
Deadline to submit proposals: Monday, November 30, 2026, before 5:00 p.m.
Estimated award: November 2026 or after submitting a Proposal in response to this Request for Competitive Sealed Proposals, the Respondent(s) accepts the "Competitive Sealed Proposals" method selection process and acknowledges and accepts that determination of the Best Value Respondent(s) will require subjective judgments by MBC.

All submitted and qualified proposals will be reviewed, evaluated, and ranked by an evaluation committee. However, as part of the award process, MBC may request interviews or oral presentations from the highest ranked Respondents that are identified in the initial ranking conducted by the evaluation committee.

In the case that interviews or oral presentations are conducted by the highest Respondents, a final selection or determination of the Best Value Respondent(s) will be based on demonstrated competence at the interviews or oral presentations. The interviews or oral presentations may be made to the following audience: MBC administration, faculty, staff, or board members. MBC will not be responsible for any costs incurred for interviews or oral presentations.

One or more Respondents can be awarded. If Morris Brown College awards a contract, it will award the contract to the Respondent(s) whose proposal (s) is considered to be the most advantageous to Morris Brown College and is determined to be the best qualified. The MBC President will have the final determination to award a contract (s).

MBC reserves the right to consider any proposal "non-responsive" if the fees or prices are determined to be unreasonable or irresponsible in relation to the other submitted proposals.

Respondent(s) will be notified of any decision made after a contract is approved and awarded by the MBC Board of Trustees.
Reservation of Rights: MBC reserves the right to award one or multiple Proposals, reject any and all Proposals and re-solicit for new Proposals, or to temporarily or permanently abandon the Project.

MBC makes no representations, written or oral, that it will enter into any form of agreement with any respondent(s) to this Request for Competitive Sealed Proposals for any project and no such representation is intended or should be construed by the issuance of this solicitation.

Contract Terms: The estimated initial contract resulting from this RFP will be for a period of twelve (12) months. This contract will have the option to renew it for three (3) additional one-year terms before these services are subject to public solicitation.

Cancellation Provisions: Morris Brown College may cancel the contract should the present or any future Board of Trustees not be appropriate for funds in any fiscal year for the payments required by this agreement. No penalty shall be assessed against Morris Brown College in the event of any such non-appropriation. In the event of non-appropriation, Morris Brown College shall give the successful Respondent advance written notice before cancellation of the contract, and Morris Brown College shall not be obligated to make any payments beyond the end of the fiscal year.

Morris Brown College, without cause, will have the option to terminate the contract resulting from this RFP at any time upon giving sixty (60) days in advance written notice to Respondent. Upon termination, the Respondent is entitled to payment of an amount that will compensate Respondent for services satisfactorily performed from the time of the last payment to the termination date in accordance with this contract.

Open Records: MBC considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public. Notwithstanding the foregoing, disclosure of information related to this solicitation shall be made only after a purchase order and contract is award.

SECTION 9. GENERAL CONTRACT TERMS AND CONDITIONS

These general terms and conditions shall be made as part of and govern any purchase order/contract resulting from this Request for Proposals.

CERTIFICATION: Respondent shall furnish certification of authority demonstrating authority to conduct business in the State of Georgia. Registration is obtained from the Georgia Secretary of State, who will also provide certification thereof.

TITLE AND RISK OF LOSS: The title and risk of loss for goods delivered under this contract, if any, shall not pass to MBC until it actually receives, takes possession and accepts the goods at the point of or points of delivery.

ACCEPTANCE OF PRODUCTS AND SERVICES: All products furnished and/or services performed under this Contract shall be to the satisfaction of MBC and in accordance with the specifications, terms, and conditions of the Contract.

INDEMNIFICATION: To the fullest extent permitted by law, the Respondent agrees to indemnify and hold harmless MBC, its officers, employees, and agents harmless from and against all claims of any nature or kind arising out of or caused from the performance of services, or provision of goods, by the Respondent pursuant to this contract, which are caused, in whole or in part, by any negligent act or omission of the Respondent.

COMPLIANCE WITH LAW: Respondent is aware of and in full compliance with its obligations under existing applicable law and regulations, including the Immigration Reform and Control Act of 1986, Title VI of the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of

1975, the Fair Labor Standards Act (as amended), the Americans with Disabilities Act of 1990, Affordable Care Act of 2010, and all other applicable laws and regulations.

COMPLIANCE WITH MORRIS BROWN COLLEGE POLICIES: Respondents must abide by all applicable MBC policies and procedures, including but not limited to those relating to safety, confidentiality, use of technology, harassment, and drug and alcohol use. On-site Respondent's personnel may be required a criminal background check.

PAYMENTS: Payment for services/goods will be made after acceptable performance of services and/or receipt of items in good condition and after receipt of a valid invoice.

CONTRACT AMENDMENTS: The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties.

INDEPENDENT RESPONDENT STATUS: Respondent agrees that it is engaged as an independent Respondent and acknowledges that MBC will have no responsibility to provide benefits normally associated with an employer-employee relationship such as transportation, insurance, vacation, or other fringe benefits. Respondent agrees that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of MBC, including unemployment, insurance benefits, social security coverage, or retirement benefits. Respondent agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by applicable laws.

NON-DISCLOSURE: Respondent and MBC acknowledge that they or their employees may, in the performance of this contract, come into possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether directly or indirectly affiliated with Respondent or MBC, unless required by law.

PUBLICITY: Respondent agrees that it shall not publicize this Contract or disclose, correspondent or deny any details thereof to third parties or use any photographs or video recordings of MBC's name in connection with any sales promotion or publicity event without the prior express written approval of MBC.

SEVERABILITY: If any provision of this Contract, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

FORCE MAJEURE: If either MBC or Respondent is delayed at any time in the performance of its obligations under this contract by economic industry-wide strikes, fire, floods, acts of government, unavoidable casualties, or other causes reasonably beyond the control of either party and which could not have been reasonably anticipated, then the party affected by such an event shall give notice to the other party of the probable extent to which the affected party will be unable to perform

or be delayed in performing its obligations hereunder. If the performance of either party is delayed or prevented by such an event, both parties shall be excused from performing their obligations hereunder while and to the extent the conditions arising from the event exist, after which the parties' performance shall be resumed. A delay or failure in performance by either party under this paragraph shall not constitute default hereunder or give rise to any claim for damages.

GOVERNING LAW: This contract will be governed and construed according to the laws of the State of Georgia. Both parties agree that venue for any litigation arising from this contract shall lie in Fulton County, Georgia.

ASSIGNMENT: The Respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of MBC.

RIGHT TO A JURY TRIAL: Neither MBC nor Respondent shall waive its right to a jury trial for any claims arising out of the formation, performance, breach or enforcement of this contract, or any claim for damages resulting therefrom.

INSURANCE: Respondent shall obtain and keep in effect during the term of this contract, insurance coverage in the listed below types and amounts. As evidence of insurance coverage, Respondent shall furnish to MBC certificate(s) of insurance before commencement of any work under this contract.

TYPE OF COVERAGE	LIMITS
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	$1,000,000 each occurrence $2,000,000 aggregate

C. Automobile Liability (owned/leased, non-owned, and hired)

(1) Bodily Injury $1,000,000 Ea. Person
$1,000,000 Ea. Occurrence

(2) Property Damage $1,000,000 Ea. Occurrence

E X H I B I T S

Exhibit A

PRICING FORM

Note: Mark outside of envelope, Proposal For:

Campus Vending Machine Services
MBC RFP 26-01

In submitting this proposal, I agree:

1. To hold price open for a period of ninety (90) days after the opening date.

2. To enter into and execute a Purchase order/contract with Morris Brown College, if awarded on the basis of the proposal, and to furnish Bonds if required, in accordance with the owner's requirements and instructions.

3. To accomplish the work in accordance with the statement of work, description of services, and other terms provided including labor, supplies, and materials necessary.

Having carefully examined the statement of work, description of services and other requirements of this Request for Proposal and any attachments thereto, the undersigned process to provide services as required will be priced as listed below.

Respondents can submit proposals for scenario A or B. Each proposal shall be all inclusive.

Royalty. As part of financial consideration, Respondents must propose paying Morris Brown College a percentage of monthly gross sales (after exclusion of sales tax) obtained from the total amount of units sold from all vending locations.

Annual or Monthly Installment Payment. As part of financial consideration, Respondents must propose to pay a base annual or monthly payment to Morris Brown College.

Scenario A			
Beverages	**1 Year Contract**		
	Royalty	$_____	Monthly
	Installment Plan	$_____	☐ Annual/☐ Monthly
	3 Year Contract		
	Royalty	$_____	Monthly
	Installment Plan	$_____	☐ Annual/☐ Monthly

Scenario B			
Snacks	**1 Year Contract**		
	Royalty	$ _____	Monthly
	Installment Plan	$ _____	☐ Annual/☐ Monthly
	3 Year Contract		
	Royalty	$ _____	Monthly
	Installment Plan	$ _____	☐ Annual/☐ Monthly

Number of days required for installation after notice of award is received: _____

Contractors with the capacity to provide a combined single proposal including Scenario A and Scenario B may submit financial consideration as follows:

Scenario C			
Beverages and Snack	**1 Year Contract**		
	Royalty	$ _____	Monthly
	Installment Plan	$ _____	☐ Annual/☐ Monthly
	3 Year Contract		
	Royalty	$ _____	Monthly
	Installment Plan	$	☐ Annual/☐ Monthly

Number of days required for installation after notice of award is received: _____

Additional Considerations. Respondents are also encouraged to propose additional financial considerations to Morris Brown College as part of the proposal including:

- Product Donations
- Additional Compensation Offered

Respondents are able to provide additional offers for review and consideration as deemed appropriate.

ACKNOWLEDGEMENT OF ADDENDA
Respondent acknowledges receipt of the following addenda to the captioned RFP (initial if applicable):

Failure to properly acknowledge addenda may result in disqualification.

Addendum #_____ Initials: _____
Addendum #_____ Initials: _____
Addendum #_____ Initials: _____

In submitting this proposal, I certify that _____ (Name of Individual/Firm) has not been found guilty in a judicial or state administrative insurer proceeding for unfair business practices within the year preceding the date of this statement.

I further certify that I, or any officer of _____ (name of individual/firm), has not served within the past years as an officer of another company which has been found guilty in a judicial or state administrative insurer proceeding of unfair business practice.
Respectfully submitted,

_____
By: Signature and Title

_____
Date

_____
Firm

_____
Address

_____
City

_____
State

_____
Phone Number

_____
Email address

Exhibit B

ANTI-COLLUSION CERTIFICATION

By submission of this proposal, the Respondent certifies that:

1. This proposal has been independently arrived at without collusion with any other Respondent or with any competitor.

2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other offer or competitor or potential competitor.

3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal.

4. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Offer or as well as to the person signing in its behalf.

_____ _____

By: Signature and Title Respondent

_____

Date

Exhibit C

EXECUTION OF OFFER

THIS EXECUTION OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE RESPONDENT'S PROPOSAL WILL RESULT IN THE REJECTION OF THE PROPOSAL.

2.1 Respondent Representations, Warranties, and Certifications

By signing this Execution of Offer, Respondent represents, warrants, and certifies that:

2.1.1 This Request for Proposal (RFP) is a solicitation for proposals and is not a contract or an offer to contract. Submission of a proposal does not create a contract between Morris Brown College ("MBC") and Respondent. MBC has made no representation or warranty that any contract will be awarded. Respondent bears all costs and risks associated with preparing and submitting its proposal.

2.1.2 Respondent is a reputable individual or business entity lawfully and regularly engaged in providing the services, products, or work described in the RFP (collectively, the "Services").

2.1.3 Respondent possesses the experience, knowledge, personnel, licenses, qualifications, equipment, financial capacity, and other resources necessary to perform the Services in a professional and timely manner.

2.1.4 Respondent is, and throughout any resulting agreement will remain, in compliance with all applicable federal, State of Georgia, and local laws, rules, regulations, ordinances, licensing requirements, and professional standards.

2.1.5 Respondent has carefully reviewed and understands the requirements and specifications of the RFP and the terms and conditions of any proposed agreement included with or referenced by the RFP.

2.1.6 If selected, Respondent will not assign, transfer, delegate, or subcontract any material duty or responsibility without MBC's prior written approval. Approval of a subcontractor will not relieve Respondent of responsibility for performance or compliance.

2.1.7 If selected, Respondent will obtain and continuously maintain all insurance coverage required by the RFP or resulting agreement and will provide certificates of insurance and endorsements upon request.

2.1.8 All statements, information, certifications, and representations submitted in response to the RFP are current, complete, true, and accurate. Respondent understands that MBC will rely upon them and will promptly notify MBC in writing of any material change.

2.1.9 To the fullest extent permitted by law and subject to the terms of the resulting agreement, Respondent will defend, indemnify, and hold harmless MBC and its trustees, officers, employees, and agents from claims, damages, losses, liabilities, penalties, costs, and reasonable attorneys' fees arising from Respondent's negligent acts or omissions, willful misconduct, violation of law, or breach of the resulting agreement, including acts or omissions of its employees, agents, subcontractors, and suppliers.

2.1.10 Respondent is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation and is registered or authorized to transact business in Georgia when required by law. Upon request, Respondent will provide a current Certificate of Existence/Good Standing or comparable official evidence.

2.1.11 Respondent is current on all material federal, state, and local tax filing and payment obligations applicable to its business or has disclosed in writing any pending dispute or approved payment arrangement that could materially affect performance.

2.1.12 Neither Respondent nor, to Respondent's knowledge, any principal or key employee assigned to the Services is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in contracting or assistance programs by any federal, state, or local governmental authority. Respondent will promptly disclose any change in status.

2.1.13 Respondent has not offered, given, solicited, or accepted, and will not offer, give, solicit, or accept, any bribe, kickback, gratuity, gift, favor, payment, or other thing of value intended to influence the procurement, evaluation, award, administration, or performance of any contract resulting from the RFP.

2.1.14 Respondent has not engaged in collusion, bid rigging, price fixing, market allocation, or any other conduct that violates applicable federal or state antitrust or competition laws, and has not improperly communicated its proposal to a competitor.

2.1.15 Respondent has disclosed in writing any actual, potential, or apparent conflict of interest, including any familial, financial, employment, ownership, or business relationship between Respondent or its principals and any MBC trustee, officer, employee, or agent who may participate in the procurement or contract administration. Respondent will promptly disclose any conflict that arises later.

2.1.16 The individual signing this document is authorized to act for and bind Respondent with respect to the proposal and any resulting agreement.

2.1.17 Respondent will comply with applicable federal and state equal employment opportunity, nondiscrimination, anti-harassment, accessibility, and affirmative action requirements and will not discriminate on any basis prohibited by law.

2.1.18 All products and Services offered will meet or exceed applicable occupational safety, health, environmental, building, fire, and product-safety requirements, including applicable requirements administered by the Occupational Safety and Health Administration.

2.1.19 Respondent will safeguard confidential, proprietary, student, employee, financial, and personal information received from or accessed on behalf of MBC and will comply with all privacy, information-security, and records-protection obligations stated in the RFP or resulting agreement and required by applicable law.

2.2 Offer and Agreement to Comply

By signing below, Respondent offers and agrees to furnish the Services to MBC and to comply with all terms, conditions, requirements, specifications, representations, and certifications contained in the RFP, Respondent's proposal, and any resulting agreement. If Respondent's proposal is accepted and a written agreement is executed by authorized representatives of both parties, these materials may be incorporated into the agreement as provided therein.

2.3 Exceptions and Disclosures

Respondent has identified below, or in a clearly labeled attachment to its proposal, every requested exception to or disclosure concerning the certifications in this Execution of Offer. Any exception or disclosure is subject to MBC's review and written approval. If no exception is stated, Respondent represents that none exists.

Submitted and certified by:

_____
(Respondent Institution's Name)

_____
(Signature of Duly Authorized Representative)

_____
(Printed Name/Title)

_____
(Date Signed)

_____
(Respondent's Street Address)

_____
(City, State, Zip Code)

_____
(Telephone Number)

_____
(Email Address)