UNIVERSITY DINING SERVICES RFP

PREAMBLE

INSTITUTION (or University) believes that growing and sustaining campus community is now and will remain an integral part of its academic mission, culture, and social environment. The University firmly believes that dining is a critical part of this mission and the manner in which dining helps to meet these goals can be substantially improved.

INSTITUTION is committed to the four-year residential student experience as an instrument to educate the whole student. "The phrase ‘student experience’ is not used at INSTITUTION as something distinct from the student’s academic experience; rather it includes the whole of that academic experience, and extends beyond the curriculum and classroom to the entirety of the programs and experiences that encourage positive growth in a student's intellect, character, and physical well-being."

Dining plays an integral role in the INSTITUTION student experience.

INSTITUTION recognizes that achieving its philosophical, functional, and financial objectives related to campus dining will require a collaborative effort. The contract management company that is awarded this Agreement will be challenged to continuously take dining services to the next level to achieve consistently positive campus community satisfaction scores. Dining services must reflect the University’s commitment to educational and life-enhancing excellence.

SECTION I: INTRODUCTION

INSTITUTION programmatic goals related to dining are to:

- Provide the campus community with a vibrant, culinary-diverse dining services program through a professionally-directed and facilitated collaborative effort.
- Leverage food and dining areas as components for building community.
- Apply traditional and non-traditional dining concepts and services that will meet the needs of INSTITUTION’s unique campus community.
- Develop and sustain a fully integrated dining program for students, faculty, and staff.
- Aggressively participate in and support all University diversity, social justice, and sustainability objectives.

Primary responsibility for INSTITUTION’s dining services program will be assigned to the Director of Auxiliary Services.
The intent of this RFP process is to create a master Agreement with these possible components:

- Campus residential dining
- Campus retail
- Campus concessions

Catering will be nonexclusive; however, INSTITUTION will encourage the campus community to use the contractor’s catering services, assuming the quality and price points are comparable to the local market.

INSTITUTION is open to proposals that include a local restaurateur operating two of the retail restaurant venues. Unless the proposal response presents a compelling argument to not engage local area restaurants, the contractor will be responsible for sub-contracting the two restaurant retail spaces and ensuring consistent, competent operational and financial performance. Use of local area restaurant concepts under a franchise or license agreement will accomplish the same objective. Based on INSTITUTION’s evaluation of the responses, if it is not satisfied with the proposed subcontract arrangements, it reserves the right to execute its own Agreement awards to local restaurant operators for these two venues. These venues, as well as the __________ Café and select vending machines, will be authorized to accept Food Points to present students with a seamless meal program.

With respect to sustainability and social justice, the University expects the contractor will be sensitive to contractor’s responsibility for being a good steward of the environment and member of the community. The contractor should, at minimum, meet the University’s standards for sustainability and propose creative sustainability solutions with the intent of incrementally increasing documented sustainability efforts throughout the life of the Agreement. In the interest of human sustainability, INSTITUTION wishes to be considered as a “best place to work” opportunity within the __________ area. Therefore, contractors are encouraged to offer, at a minimum, market-based wages and benefits for as many full-time or benefits-eligible positions as possible. In addition, there is an implicit need to find a safe and efficient means of providing surplus food to reputable social service agencies engaged in providing meals to the homeless and economically disadvantaged.

This is a Request for Proposals (RFP), not a bid process. While financial considerations will certainly be a factor, they will not be the sole determinant for the award. Within this RFP, the University intends to challenge contractors to carefully study and research the unique aspects of this campus community and the role that food must play as part of a high quality academic experience. It is in the University’s best interest to select a contractor that clearly demonstrates an in-depth understanding of the INSTITUTION community through the submission of a comprehensive proposal response and proven ability to execute and sustain its food and service quality commitments through cooperation with unannounced site visits and reference checks.
INSTITUTION is soliciting proposals from qualified retail, board, and catering dining services contractors. The selected contractor will be responsible for providing, on an exclusive basis, all board dining and retail service in the _____ Food Court and current ________ venues; athletic concessions in the ________ Stadium; and oversight of one or more third-party concession operators. In addition, the contractor, if it so desires, will be designated a non-exclusive caterer enjoying prominent access to INSTITUTION and non-INSTITUTION events on campus. Any non-INSTITUTION off-campus events must be approved by the contract administrator.

There will be a mandatory contractors’ meeting on DATE and TIME at the LOCATION, on INSTITUTION’s campus. Each contractor is limited to five attendees for this contractor meeting. Follow-up visits will be permitted but must be scheduled in advance.

The entire proposal must be received in the University’s offices at the address specified in Section IV paragraph G no later than 4:00 p.m., Eastern Time, on DATE. Unless late delivery is due to circumstances beyond the contractor’s control (such as weather-related delays) and approved in advance, proposals received after the deadline will not be considered.

All questions concerning this RFP must be submitted in writing and should be emailed to:

• NAME & EMAIL ADDRESS

Attempts to circumvent this communication process may result in the invitation to participate in this RFP process being withdrawn.

Proposing contractors must complete, sign, and return the Proposal Commitment form (see Attachment 1 to this RFP) no later than 4:00 p.m. Eastern Time, on DATE. Omission of the Proposal Commitment form may remove a contractor from further consideration.

SECTION II: OVERVIEW OF CURRENT OPERATIONS

A. Background and Relevant Campus Information

INSTITUTION is an independent, selective, coeducational liberal arts college. INSTITUTION enrolls approximately 2,700 undergraduate students and 200 graduate students from 46 states and 55 foreign countries. The residential student body is the ideal size to enhance scholarly activity, personal growth and leadership development.

The INSTITUTION faculty and staff have little turnover and great loyalty to the institution. There are 231 full-time faculty and 69 part-time faculty. Of the 577 staff members, 556 are full-time and 21 are part-time.
INSTITUTION’s XXX-acre campus features state of the art academic space, a library, a physical activities center, a 5,000-seat sports arena, and a recently renovated student center. The University believes the living experience is a critical part of the education experience, therefore, a four-year residency requirement has been in place for 15 years. There are 12 traditional residence halls; and 1,450 beds in apartment-style housing. There are also a number of dining facilities, including the dining hall, a café, a food court in the student center, a pub-style restaurant, and a grille at the golf course.

INSTITUTION alumni have gone on to become governors, state attorney generals, members of Congress, and military leaders; received appointments by Presidents of both parties to important executive and cabinet positions; become CEOs of major publicly traded companies and have distinguished themselves as educators, physicians, attorneys, musicians, athletes and leaders of non-for-profit organizations.

Student Enrollment
- Undergraduate total: XXXX
  - Full-time undergraduate students: XXXX
  - Gender distribution: XXXX female students / XXXX male students
  - Residency distribution: % international, % out-of-state, % in-state; all full-time undergraduate students are required to live on campus
- Graduate total: XXX (all evening students)
  - Gender distribution: % female, % male
  - Residency distribution: all graduate students live off campus

Projected Student Enrollment
- Full-time undergraduate students: XXXX
- Graduate: XXX

Faculty and Staff
- Faculty: XXX
  - % full-time
  - % part-time
- Staff: XXX
  - % full-time
  - % part time
Residential Portfolio

- Total beds: #
  - Traditional residence hall beds: #
  - Suite-style residence hall beds: #
  - ______ beds (apartment style): #
  - Apartment Complex beds (apartment style): #

Academic Calendar: http://www.

B. Dining Facilities

General Information

INSTITUTION’s dining program is composed of four distinct parts: board, retail, concessions, and catering. In addition to the foodservice contractor-managed operations, there is a ________ located in, and operated by, the VENDOR campus bookstore.

The University owns the land where FACILITY NAME complex is located. While this is a separate third-party-owned business, it has been in the University’s best interest to establish and sustain a mutually beneficial neighbor relationship with these residents. With respect to foodservice, its residents are provided with a special identification card that allows them to gain access to the dining hall or purchase food at any of the retail venues at the same discount level as is offered to faculty and staff.

As a means of encouraging faculty and staff interaction with students, all full-time University personnel are given five passes per semester to the dining hall.

Part of CONSULTANT NAME assignment was to assess the current dining services program, part of which included an online survey distributed to students, faculty, and staff. Survey results can be found in Attachments 4 and 5.
The current seating, square footage, and operating hours for each dining venue are as follows:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dining Hall</td>
<td>Lower Level: 9,699 Sq. Ft.</td>
<td>Lower Level: 843</td>
<td>Monday-Thursday: 7:30 a.m. - 8:00 p.m. (continuous)</td>
</tr>
<tr>
<td></td>
<td>Upper Level: 4,628 Sq. Ft.</td>
<td>Upper Level: 217</td>
<td>Friday: 7:30 a.m. - 7:00 p.m. (continuous)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Saturday: 9:00 a.m. - 2:00 p.m., 5:00 p.m. - 7:00 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sunday: 9:00 a.m. - 2:00 p.m., 5:00 p.m. - 8:00 p.m.</td>
</tr>
<tr>
<td>NAME</td>
<td>1,323 Sq. Ft.</td>
<td>89</td>
<td>Monday-Friday: 11:30 a.m. - 1:00 p.m.</td>
</tr>
<tr>
<td>NAME</td>
<td>7,791 Sq. Ft.</td>
<td>317</td>
<td>Monday-Friday: 11:00 a.m. - 8:00 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sunday: 2:00 p.m. - 9:00 p.m.</td>
</tr>
<tr>
<td>NAME</td>
<td>2,618 Sq. Ft.</td>
<td>159</td>
<td>Monday-Thursday: 11:00 a.m. - 2:00 p.m., 5:00 p.m. - 9:00 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Additional 48 on patio</td>
<td>Friday: 11:00 a.m. - 2:00 p.m., 5:00 p.m. - 12:00 a.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Saturday: 11:00 a.m. - 12:00 a.m.</td>
</tr>
<tr>
<td>NAME</td>
<td>269 Sq. Ft.</td>
<td>Shared seating</td>
<td>Monday-Thursday: 8:00 a.m. - 2:30 p.m., 9:00 p.m. - 12:00 a.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Friday: 8:00 a.m. - 2:30 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sunday: 9:00 p.m. - 12:00 a.m.</td>
</tr>
<tr>
<td>NAME</td>
<td>126 Sq. Ft.</td>
<td>25</td>
<td>Monday-Thursday: 8:30 a.m. - 6:00 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Friday-Saturday: 8:00 a.m. - 6:30 p.m.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sunday: 8:30 a.m. - 6:00 p.m.</td>
</tr>
</tbody>
</table>

The incumbent contractor implemented a number of changes effective with the start of the YEAR academic year. The new hours of operation for the dining hall are as follows:

**Monday –Friday:**
- Hot breakfast: 7:30 a.m. - 10:15 a.m.
- Continental: 10:15 a.m. - 11:00 a.m.
- Lunch: 11:00 a.m. - 2:30 p.m.
- Late lunch: 2:30 p.m. - 5:00 p.m.
- Dinner: 5:00 p.m. - 8:30 p.m. (ends at 8:00 p.m. on Friday)
- Late grill: 8:30 p.m. - 9:30 p.m. (not offered on Friday)

**Saturday:**
- Hot breakfast: 9:00 a.m. - 11:00 a.m.
- Lunch: 11:00 a.m. – 2:00 p.m.
- Salad/deli service: 2:00 p.m. – 5:00 p.m.
- Dinner: 5:00 p.m. – 8:00 p.m.

**Sunday:**
- Same as Saturday except:
  - Dinner: 5:00 p.m. – 8:30 p.m.
  - Late grill: 8:30 p.m. - 9:30 p.m.
Board Operation: NAME Dining Hall
The NAME Dining Hall, known simply as the dining hall, is INSTITUTION’s primary eatery. It is an all-you-care-to-eat (AYCTE) venue featuring a variety of stations offering home cooking, a full salad bar, pizza, pasta, deli, desserts, and made-to-order grilled items on the Mongolian grill. This facility underwent extensive servery and seating area renovations.

The faculty and staff dining room is located off the main eatery and provides lunch to faculty and staff Monday-Friday.

Meal Plans
INSTITUTION’s current dining program offers five mandatory residential plans, and availability is based on students’ class years and living location. The following chart presents relevant meal plan information for the YEAR academic year.

<table>
<thead>
<tr>
<th>Meal Plan</th>
<th>Class year plan availability</th>
<th>Cost (per semester)</th>
<th>Food Points (per semester)</th>
<th>Guest Meals</th>
<th>Fall YEAR Enrollment</th>
<th>Meal Plan Participation (%)</th>
<th>Food Point Participation (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unlimited</td>
<td>All</td>
<td>$300</td>
<td>5</td>
<td>778</td>
<td>83%</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>190 meals</td>
<td>2nd, 3rd, 4th</td>
<td>$350</td>
<td>15</td>
<td>426</td>
<td>44%</td>
<td>96%</td>
<td></td>
</tr>
<tr>
<td>160 meals</td>
<td>2nd, 3rd, 4th</td>
<td>$400</td>
<td>15</td>
<td>621</td>
<td>50%</td>
<td>93%</td>
<td></td>
</tr>
<tr>
<td>90 meals</td>
<td>3rd, 4th</td>
<td>$425</td>
<td>10</td>
<td>376</td>
<td>46%</td>
<td>93%</td>
<td></td>
</tr>
<tr>
<td>75 meals</td>
<td>4th</td>
<td>$450</td>
<td>5</td>
<td>327</td>
<td>56%</td>
<td>91%</td>
<td></td>
</tr>
</tbody>
</table>

For the most up-to-date meal plan information, please visit this link to INSTITUTION’s website: http://www.INSTITUTION.edu

Please note: In response to student requests and in response to the University’s desire to increase meal plan utilization, a meal exchange program has been introduced, effective the start of the YEAR fall semester.

Meal exchanges:
Meals available per term/per plan: Unlimited: 80
190 block: 40
160 block: 30
90 block: 20
75 block: 15
Locations:
LOCATION NAME:
- Bagel, shmear, regular coffee, or 22 oz. fountain drink
- Deli sandwich, regular coffee or 22 oz. fountain drink

LOCATION NAME:
- sandwich, fry, 22 oz. drink
- Any salad, fountain beverage

LOCATION NAME:
- Menu item, 22 oz. fountain beverage
- Menu item, 22 oz. fountain beverage
- Menu item, 22 oz. fountain beverage

Grab-n-Go:
- Turkey sandwich, whole fruit, and fountain beverage
- Any salad with fountain beverage

Retail Operations: NAMES OF VENUES
The _______ is a retail food court comprised of five concepts: ________, __________, __________, __________, and a Grab-and-Go option. The ________-branded concepts are very popular among students according to a recent satisfaction survey (copies will be distributed at the mandatory contractor tour). The ________ accepts cash, credit, and food points.

___________ Bagels is located on the second floor of the dining hall building. In addition to serving during the traditional day parts (breakfast, lunch, and dinner) it also serves as INSTITUTION’s late-night dining option.

The ________ is INSTITUTION’s new campus pub-style restaurant featuring entrees, appetizers, and gourmet hand-blended milk shakes. The seating area offers stunning views of the Lake. It is adjacent to the ________, but operates independently with its own kitchen, servery, and seating area. This space is occasionally used to host mid-sized events on campus. The incumbent contractor is licensed to serve beer and wine.

___________ is a casual venue located on INSTITUTION’s 18-hole golf course. It offers a variety of sandwiches, salads, snacks, and favorite grilled items. This venue is licensed to serve beer and wine.

Future Retail: The University is open to adding one or more bricks-and-mortar and/or mobile (food truck) concepts to support the residential life experience. The head librarian is interested in having a limited menu, coffee-oriented concept located in the library, as students often congregate and study late into the night.
C. Catering. Catering will be nonexclusive. The contractor will, however, be designated as the University’s preferred caterer as long as it achieves and sustains a high level of satisfaction. In order to be as competitive as possible with the local CITY restaurant and catering market, INSTITUTION will require the contractor to propose and implement a two-tier pricing format wherein all INSTITUTION- sponsored events will be priced at breakeven. Events sponsored and paid for by third parties may be charged comparable market pricing. Total catering sales for the most recent fiscal year were approximately $. INSTITUTION has provided a representative idea of the number and type of events held over a typical month in Attachment 7. The purpose of these exhibits is to demonstrate the total number of events and dollar volumes generated. They do not imply or guarantee that the contractor will achieve this sales volume.

The only two locations on campus that are currently covered by the contractor’s liquor license are LOCATIONS. The president’s home is considered a private residence and, therefore, does not require a liquor license. The contractor will be required to provide University- approved TIPS-trained bartenders as needed for events in this location.

For all other approved on-campus events and locations where liquor service has been requested, the contractor must purchase a one-day license. The fee for this license is $500 and it requires a minimum 60-day notice. If hard liquor is served at a venue that is not already a pre-approved alcohol service venue, it may either be directly purchased by the client or provided by the contractor. A mutually-agreed-upon fee for this service may be charged.

The following campus venues have a beer and wine license under the current contractor:

- LIST VENUES

INSTITUTION will require the contractor to seek prior written approval for all off-campus catering events to non-INSTITUTION clients/customers.

D. Summer Activity. INSTITUTION hosts approximately 6,500 children and adults over the summer months for various camps and conferences (details included in Attachment 8).

In addition, approximately 350 students return for orientation or pre-season practices before the start of the fall semester. Estimated pre-semester attendance is listed below.

<table>
<thead>
<tr>
<th>Group</th>
<th>Attendance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football</td>
<td>125</td>
</tr>
<tr>
<td>Basketball</td>
<td>20</td>
</tr>
<tr>
<td>Cheerleading</td>
<td>40</td>
</tr>
<tr>
<td>Women's Soccer</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Men’s Soccer</td>
<td>31</td>
</tr>
<tr>
<td>Resident Assistants</td>
<td>70</td>
</tr>
<tr>
<td>International Student Orientation</td>
<td>35</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>349</strong></td>
</tr>
</tbody>
</table>

E. **Vending.** Vending will not be included in this RFP or future foodservice operations Agreements.

F. **Staffing.** The current dining contractor employs all dining staff. If relevant, the University encourages the winning contractor to offer priority consideration and hiring preference to all existing non-management staff at their current wages and seniority status. Current wage rates and staffing by venue are provided in Attachment 6.

G. **Additional Dining Information**
   1. **Vehicles**
      The current operator owns three catering trucks to operate the current dining program.
   2. **Revenue**
      The current dining program generated the following revenue in the 2014 fiscal year:

      | Description                              | Amount   |
      |------------------------------------------|----------|
      | Board Plan Sales                         | $ XXXXXXX| |
      | Retail Sales                             | $ XXXXXX | |
      | Catering Sales                           | $ XXXXXX | |
      | Camps, Conferences, Special Events       | $ XXXXXX | |
      | Miscellaneous                            | $ XXXXXX | |
      | **Total Sales**                          | **$ XXXXXXX** |

*Excludes vending sales, which will not be part of a future contract.
*Excludes meal plan overhead received by INSTITUTION.

H. **University Card System and Related Technology.** The University currently provides and maintains all network data services for resources using the campus network infrastructure. The University owns all POS hardware and is currently operating VENDOR PCS. The University’s IT department must approve any new or updated software before installation. The contractor will be responsible for the cost of providing bankcard reader equipment and any associated connection costs in the dining facilities or in areas where dining services are provided.

I. **Unamortized Financial Investment.** The successful contractor will be expected to absorb the remaining unamortized portion of the previous investment as of DATE: $. The University may elect to pay this amount.
SECTION III: SELECTION PROCESS

It is the University's intent to enter into an Agreement with the most qualified contractor who best demonstrates an understanding of INSTITUTION's dining services requirements and submits the most creative and financially-prudent offer (with specified variations) as defined by the RFP requirements. While financial considerations will certainly be one of several weighted evaluation factors, they will not be the sole determinant for the award. The University challenges all potential respondents to understand INSTITUTION and develop a resulting proposal that will be an unambiguous, comprehensive, and unique application of the best relevant foodservice practices and will demonstrate its ability to execute and sustain its commitments.

A. Selection Criteria. The University has the discretion to evaluate the qualitative and financial aspects of each proposal and make its selection based on what it considers to be in the best interest of the University as a whole. The award and selection of the contractor is solely within the discretion of the University. That said, the following lists all criteria for the areas of interest to the University:

Proposal Response
- Completeness of proposal in addressing the University’s requirements using a maximum of 200 pages (not including relevant attachments)
- Distinctive, creative, and innovative approaches or methods to satisfy each of the dining requirements
- A clear, concise assessment of the current program as a foundation for any proposed new concepts or service levels
- A clearly-demonstrated understanding of the University’s dining services philosophy and student life environment
- An understanding and acceptance of the University’s desire that its foodservice venues are an important part of its social fabric and academic mission
- Acceptance of the University’s Agreement and insurance requirements

Contractor Qualifications
- Financial stability
- An open, transparent approach to all operational and financial matters
- Ability to control costs for the benefit of the University
- Willingness to participate in the University’s planning processes and, when appropriate, commit funds for facility improvements, furniture, fixtures, and equipment (FF&E) under terms and conditions favorable to the University
- Positive client/patron references, especially from clients/patrons in the local area and/or higher education institutions of similar settings
- Ability to allocate resources to support the proposed deliverables and timeline
- Ability to develop and retain highly effective managers
• Ability to manage the incumbent workforce to consistently provide high quality service

**Financial Return and Stability:**
• Proposed financial models that allow the University flexibility in selecting which initial Agreement options will serve the University’s immediate and long-term needs as the basis for creating and sustaining a win-win business relationship
• The proposal that is most financially advantageous to the University without sacrificing campus community satisfaction

B. **Presentations.** INSTITUTION will review the proposals in private and may issue any addendum or other documents needed for further clarification. Part of the proposal evaluation process may include a formal presentation from the selected highest-ranking contractors. If invited, contractors should use this presentation to provide evaluators with further insight regarding their proposal. INSTITUTION, at its sole discretion, may elect to use the formal or follow-up interview session(s) to negotiate key contract terms and conditions. Therefore, it is essential that a person authorized to bind the contractor contractually be present and an active participant.

C. **Acceptance Period.** INSTITUTION will have an acceptance period of sixty (60) days after the RFP closing date during which the proposing contractor must hold its offer open. Proposals may only be withdrawn before the RFP closing date or after expiration of the acceptance period. Proposals not withdrawn after the acceptance period expires will be considered open for an additional sixty (60) days. To withdraw a proposal, a letter must be submitted to INSTITUTION’s designated contact.

D. **Proposal Submission Evaluation Process.** INSTITUTION has the discretion to evaluate the qualitative and financial aspects of each proposal and make its selection based on what it considers to be in the best interest of INSTITUTION as a whole. The award and selection of the contractor is solely within the discretion of INSTITUTION.

Proposals will be evaluated for completeness and compliance with this RFP. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the proposal is unclear, contractors may be asked to provide written clarification. Proposals that do not specifically address the scope of work or do not include the complete proposal content may be rejected.

Upon receipt of all proposals, INSTITUTION and its consultant will determine the responsiveness of all proposals before submitting them to the selection committee. If a proposal is incomplete, unsigned, or unresponsive in part or in whole, in the judgment of
INSTITUTION, it will be rejected and will not be submitted to the selection committee. INSTITUTION reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a proposal. The contractor’s contact person identified on the proposal will be notified, identifying the reason(s) the proposal is non-responsive.

E. Selection Committee. A selection committee consisting of senior-level INSTITUTION administrators will evaluate proposals. The selection committee’s decision will be presented to the University president for ratification.

INSTITUTION will notify the apparent successful contractor by phone, and follow up with a letter. Identification of the apparent successful contractor is procedural only and creates no right in the named contractor to award of the Agreement. Competing contractors will be notified within a reasonable timeframe of the selection of the apparent successful contractor. Given the DATE contract start-up date, time is of the essence. Unnecessary delays in reaching complete agreement may result in the next highest-ranking company being selected.

SECTION IV: SUBMITTAL REQUIREMENTS

Proposals considered to be responsive to this RFP must contain the following information and be organized in the order described below. In addition, all relevant operational and financial information must be presented using the unlocked formats provided (Addendums A - E). There will be no exceptions to this requirement. Failure to adhere to these directions may disqualify your company from further consideration.

Each proposing contractor must submit the following information in the order in which it is requested in this section. A table of contents must be included. Any additional relevant information should be included at the end in clearly-labeled attachments and will not be subject to the 200-page limitation.

A. Responses to Requirements

Contractors shall prepare a response to each element explaining the abilities and intended processes that will be employed to meet each requirement.

Contractors are encouraged to offer alternative proposals that will be mutually advantageous and any additional services or benefits generally provided in these projects that are not contemplated by this RFP. All such alternative proposals must be accompanied by an operational and/or financial impact analysis.
B. **Contractor Background Information**

This section of your proposal response must include the following contact information. Please only address items that were not included in your RFI response or those items you wish to revise since your RFI response:

- **Organization name**
- **Main office:**
  - Mailing address
  - Telephone number
  - Fax number
- **Principal proposal respondent contact**:  
  - Title/position
  - Telephone number
  - E-mail address

- When and where applicable to a contractor’s organization, provide background information on key contacts in your company and their duties.
  - President, owner, or senior account executive
  - Chief financial officer, if his or her review is required by your company to execute this Agreement
  - Project manager or executive who will be assigned as an operational contact for this Agreement
  - Account executive (serving the University account) to service the general business relationship on a daily basis under this Agreement
  - General manager candidate
  - Organization chart.
  - A complete United States-wide client list that includes all relevant contact information, approximate annual revenues, and tenure
  - A listing of all accounts lost over the last five years, along with the same information as noted for client list above.
  - Most recent audited financial statements of income and expenses (to include all auditor notes and statements) for the past two years

- Identify any sub-contractors to be directly used for this Agreement and provide applicable information for each as detailed above.

- Include a high-level executive summary or overview of the services to be offered and the non-confidential distinguishing characteristics of the proposal.

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4 Please designate no more than one person to be the primary contact for all RFP communications.
• Describe any current lawsuits, legal actions, or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdiction, and date of legal filing. Include a description of any legal actions or governmental investigations that have occurred in the last five years and the dispositions of each. Indicate if any of these cases will now, or in the future, have a material impact on INSTITUTION’s foodservice operations.

C. Foodservice Elements to Address in Proposal

1. Residential Dining. Please submit an as-detailed-as-necessary assessment of the current operator’s board dining program and facilities. Provide specific programmatic and, if necessary, schematic plans for each facility to present a clear vision of how each will be improved if awarded this Agreement. Please be very specific as to what changes will be made and the transition/capital costs associated with each, if any. All such recommended improvements should be based on your knowledge and understanding of the campus community.

• Concepts and stations
• Menus and portion sizes (distinguish vegetarian and vegan offerings)
• A statement as to how often menus are analyzed and refreshed
• Ability to accommodate special dietary considerations (celiac, diabetes, low cholesterol, low sodium, and food allergies - to include diets designed to avoid the eight most common food allergies: milk, eggs, peanuts, tree nuts, fish, shellfish, soy, and wheat)
• A statement as to how you will develop summer camps and conferences menus that will appeal to those groups
• A statement as to how you will develop pre-season and pre-semester group menus and service concepts to appeal to those groups
• Minimum food purchase specifications with specific attention to the anticipated percentage of purchase designations as organic, fair trade, and locally-sourced (including your definition of “local”)
• Minimum plate cost to support a quality dining program
• Days/hours of operation for a normal academic week
• Gate prices for each meal period
• Marketing/promotion/special events plan
• Suggested concept(s) design, new equipment purchases, area décor, and non-proprietary signing (to include estimated capital costs)
• Technological innovations
• Staffing model for average academic week
2. **Meal Plans.** Based on your knowledge of INSTITUTION’s campus, its current meal plan structure and other comparable colleges and universities, please propose a meal plan program, to include a continuation or enhancement of the meal exchange features that you believe will be most operationally attractive and financially sustainable.

3. **Retail Venues.** Based on your observations of the current venues, provide an assessment of each retail facility and, if recommended, how each would be re-conceptualized to effect increased campus satisfaction and your projected financial outcome.

Submit separate plans to operate each venue including, but not limited to, addressing the following:

- Concept and service format
- Menus with prices and portions
- Schematic and/or written layouts, recommended brands, trade dressings, signage and décor recommendation
- Technological innovations
- Days/hours of operation for a normal academic week

As a response option, contractors are encouraged to propose sub-contracting one or more local restaurant operators to assume functional responsibility for LOCATION and LOCATION.

Contractors are also encouraged to assess the current physical location of dining venues and propose creative service models (mobile, delivery, bricks-and-mortar, etc.) to underserved parts of campus.

4. **Catering.** Please submit a catering plan to include:

- Menus (including an ample number of low-carbohydrate, vegetarian/vegan and international/ethnic choices), portions, and pricing for the following **minimum of three levels** of service:
  - Fine dining with table linens and china
  - Standard china/service-ware
  - Pick-up/carry-out (no frills)

- Typical minimum staffing levels per customer for seated service lunch and dinner functions, receptions, and buffet service
- A brief description of the plan your firm would use to receive, process, affirm, and confirm catering orders
- Sample catering brochure/marketing piece
- Proposed menu and service suggestions for the President’s Box in the Stadium
• The basis or formula(s) that will be used for achieving a competitive breakeven pricing structure
• Sample event planning/billing form
• Customer follow-up/satisfaction process
• Owning an alcohol license (the University will not own the license)
• Full alcohol bar services and server controls
• Technological innovations
• How catering revenue levels affect financial, staffing, and operational aspects of the overall plan
• Other pertinent information

5. Concessions. Please submit a plan to operate concessions in the Football Complex, Baseball Stadium, Softball Stadium, Basketball Arena, and the Volleyball Gymnasium. The only guaranteed space to be directly operated by the contractor is the Football Stadium. The University will determine if the awarded contractor will provide management supervision and, as requested, logistical support. Plans should include:

• Menus with prices and portions.
• Schematic and/or written layouts, recommended brands, trade dressings, signage and décor recommendations.
• Technological innovations.
• Hours of operation.

6. Marketing and Promotions. Please submit a comprehensive overview of your marketing plan addressing the following:

• Residential dining hall special events and monotony breakers
• Meal plan sales to both on- and off-campus community members (including faculty and staff)
• Retail venues
• Catering (minimum of three service levels)
• Concessions (at least in the Football Stadium)
• Use of electronic media in marketing (to include social media)

With respect to retail dining only, please submit a comprehensive overview of your marketing plan addressing the following:

• Outreach to faculty and staff
• Retail dining promotions to generate sales during moderate and slow business periods

5 Please note that the president’s box is supported by catering.
The basis for your plan (to include corporate conducted national or regional research and survey information provided) should be summarized. The process(es) you intend to use for enhancing customer service and conducting research on campus should be clearly defined. The marketing materials should be creative, based on the data provided, and specific to what will be most effective at INSTITUTION.

7. Nutrition and Wellness. Please provide an overview description of the types of nutrition and wellness awareness programs that would be initiated at INSTITUTION in the dining hall and retail operations and how these programs will be executed and promoted. Specifically, address the role, function, and campus-specific time involvement of a registered dietitian and/or qualified nutritionist who would have responsibility for all such programs and be regularly available for one-on-one counseling. Examples of such programs should include access to menu-based nutrition analysis programs and topics addressing eating disorders or chronic dietary issues (celiac, diabetes, low-cholesterol and low sodium needs, food allergies/intolerances, religious diet requirements, various degrees of vegetarian diets, and the like). Contractors should also address if and how a registered dietitian or qualified nutritionist will interface and engage with student athletes who have specific nutrition needs. With respect to wellness, please provide specific ideas as to how INSTITUTION can effectively integrate nutrition awareness in coordination with other student, faculty, and staff services.

8. Sustainability/Carbon Footprint. As briefly as possible, provide documentation and comparable client examples of your efforts to promote and prioritize sustainability in the campus food system, including, but not limited to:
   - Purchase and use of responsibly- and sustainably-produced local foods and third-party certified foods (e.g., USDA certified organic, fair trade, Marine Stewardship Council blue label).
   - Reducing pre- and post-consumer waste.
   - Recycling and composting.
   - Tracking and assessment of dining food system sustainability efforts.

9. Social Justice/Humanitarian. Please address your company’s philosophical and functional position on social justice and humanitarian issues. Please describe how you will address local community outreach and economic impact.

10. Staffing and Personnel. Submit a consolidated personnel/staffing plan that includes, but is not limited to, your corporate philosophy and actual living wage (to include benefits) practice as it will be implemented and maintained at INSTITUTION. You must also address how you intend to achieve staffing stability (i.e., reduce annual turnover) given the number and length of times that there is reduced or no demand for board and retail dining on campus.
Please provide pro forma staffing charts (Addendum B) that include management for all operations during a normal academic week (weekday and weekend) and month or accounting period including position titles, times scheduled to work, and anticipated initial salary/hourly wage rates. Also, provide a summary of FTEs scheduled per week by location. All relevant operational and financial information must be presented using the unlocked formats provided (Addendums A - E). Your staffing plan should include:

- Brief job profiles and descriptions.
- Proposed starting and top wage range for each position.
- An outline of your company’s employee orientation / training manual / as well as initial and ongoing in-service training programs to assure the University that all foodservice best practices with respect to proper food handling, equipment/facility use and sanitation are in place.
- Basic employee hiring and retention policies and procedures.

Your proposal should include resumes and annual beginning and top salary ranges for the proposed site general manager, catering manager, and key culinary staff. In addition, you should include resumes for the district or area manager and any other local area/regional managers, culinary experts, and the like, who have responsibility for, or are in, support functions associated with the University.

Please provide summary statements detailing the management/salaried staff and, if different, hourly employees benefit packages relative to:

- Health (to include premium and deductible co-pay requirements) insurance.
- Dental insurance.
- Vision insurance.
- Life insurance.
- Paid vacations.
- Paid holidays.
- Paid sick leave policy, and the like.

You must define the process your company will use to offer priority employment consideration for all incumbent contractor employees wishing to remain at the University as part of its dining services program. If retaining incumbent personnel, please indicate your willingness to offer them the same or better wages/salaries and whether their seniority (number of years assigned at INSTITUTION) will be honored.

11. Quality Assurance. Please submit your corporate and University-specific quality assurance plan that addresses all aspects of the campus dining program, including, but not limited to:

- Sample inspection/quality audit forms used internally and as part of any
• The process used to assure all concerned that each meal has been properly prepared and that the service staff is fully knowledgeable of the recommended portions, recipes, preparation processes, and if there are any dietary or religious-based concerns of interest to the patrons.
• The manner in which individual meal or peak, moderate, and slow business periods will be adequately supervised, to include weekends.
• Follow-up procedures for customer complaints.
• A plan for ongoing and periodic customer service monitoring.
• A pre-opening and closing plan for assuring that all equipment and contractor-controlled spaces are consistently maintained in a clean, sanitary, and safe manner.
• Forecasting, merchandising, production, and quality control techniques such as taste testing, temperature checks, sample recipes, handling of leftovers, identification, deletion of unpopular items, and so forth.
• Identify the training and supervision process that will be implemented and sustained to assure the University that proper food handling, holding, transport, and service standards are in place and consistently used on a per-meal/daily basis.

12. Safety Sanitation and Security. Submit data to support the existence of contractor programs to be introduced at the University with respect to providing a safe, sanitary, and secure work and dining environment. Please note the type and frequency of management and staff training programs and mandated procedures that support safety, sanitation, and security.

13. Equipment and Facility. A plan outlining how the contractor will proactively care for and provide first level care and maintenance of the foodservice equipment provided must be submitted. Such a plan must address the process and technology employed to properly train and supervise employees in the proper use, cleaning and due-diligent care for each piece of capital equipment and the facilities in which foodservice concepts reside.

INSTITUTION will be contracting an unbiased third-party company to assess all dining facilities and determine their current conditions prior to the new dining services Agreement. The contractor will be responsible for maintaining the facilities’ current conditions and, if necessary, taking steps to repair any damages to the facilities.

14. Client Communications. Please submit a communications plan that, at a minimum, details the following:

• District, regional and corporate visitation schedule by job title. Include the length of the visit, who will be called upon, and what follow-up the University can expect from such a visit.
• Type of ongoing written communication that the University will receive from the contractor’s
site, district, regional, and corporate offices. Include frequency, topics, and other pertinent explanatory data.

- Type, level, and frequency of operational and financial results and related analysis detail that the University can expect to receive and use as a management tool. Respondents should be candid as to the level of detail that will be provided relative to full disclosure on all contractor revenues and costs associated with this contract.

15. Proposed Financial Arrangements. All responses should be based on an initial five-year term with the potential for five one-year or a single five-year extension at the University’s discretion. All initial term capital investment funds should assume an amortization schedule based on the anticipated life cycle of the respective investments, not to exceed the duration of this Agreement. Proposed financial arrangements should consider two scenarios: (I) that the contractor will absorb the remaining unamortized portion of the previous investment and (II) that the university will absorb the remaining unamortized portion of the previous investment. As of DATE, the unamortized portion of the previous investment will be $. In order to provide the University with a menu of options within the defined IRS 97-13 parameters, each response should address the following:

1-A PROFIT AND LOSS
1-B MANAGEMENT FEE

2-A WITH A CAPITAL INVESTMENT
2-B WITH NO OR ONLY MINIMAL CAPITAL INVESTMENT

Contractors should propose a comprehensive financial offer that includes a guaranteed percentage or dollar return to the University and the contractor's return, to include both IRS 97-13-related fixed and variable fees or costs. In addition, the on-campus (i.e., INSTITUTION-paid-for) and off-campus-derived catering commissions broken down by food and alcohol sales and scaled to incremental revenue increases.

The University is interested in recommendations that will allow for annual or, more frequent, opportunities to adjust the guaranteed or fixed returns for the University and/or contractor. The University expects the contractor to propose a process by which the contractor can create an incentive pool that will be created by a real dollar increase in revenues or real dollar decrease in budgeted expenses juxtaposed against a mutually-agreed-upon set of campus community satisfaction and other relevant Agreement compliance factors. If those factors are met or exceeded, it would result in an earned financial reward that would be shared mutually with the University.

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6 This scenario assumes that the University will buy out the remaining VENDOR investment.
Please explain the basis for, and methodology used to calculate, the revenues, expenses and commission structure you are proposing for residential, retail, catering, and concessions separately under 1-A and 1-B above. In this description, please highlight the following items, as they are applicable:

- All-inclusive contract administration fee (percentage and/or flat dollar amount) to include all administrative and allocated charges
- Non-reimbursable signing bonus or and/or unrestricted grant paid to the University and not calculated as part of any capital investment amortization charged to this account
- Specific fees, abilities, and limitations with electronic billings and EFT invoicing, and credit cards
- Identification of all corporate and regional food and supplies purchase discounts and rebates to be credited to this account
- Where possible, the projected itemized cost impact, if any, to the University relative to implementing your proposed sustainability and social justice initiatives
- All relevant terms and conditions (to include guaranteed commissions)
- Address the operational and financial implications of the contractor securing and managing third-party operator agreements for the LOCATION and LOCATION versus the contractor continuing to manage them
- If applicable and if to be charged to the University, a not-to-exceed transition/opening budget (to include relocation costs)
- Within the provisions of IRS 97-13, proposed incentive plans whereby the contractor is rewarded for achieving mutually-agreed-upon operational and financial results objectives
- With respect to 2-A above, the proposed capital investment (to include the required $ VENDOR buyout), and any additional capital investment to include all relevant terms and conditions along with any interest or carrying charges
- With respect to 2B above, the proposed capital investment assuming just the VENDOR buyout and no or minimal additional investment
- On-campus- (i.e., INSTITUTION-paid-for) and off-campus-derived catering commissions broken down by food and alcohol sales and scaled to incremental revenue increases
- Your proposed per day per / meal plan costs charged to the University for year one of the Agreement. Please explain the manner in which all future meal plan years will be calculated based on a zero-based costs approach.
- Retail minimum return and/or percentage-of-sales scaled to incremental revenue increases on a consolidated or by retail-venue-specific basis. At a minimum, retail sales commissions must be no less than five percent to cover utility and support services costs.
Contractors are encouraged to itemize any other actual or potential revenues and associated expenses, which could be part of the Agreement. Please note that any assumptions used to prepare the pro forma that are different from the specifications noted herein must be clearly identified in Section 17. As noted above, sub-contractors or services from third parties may be used, but the performance and warranty for the management and operation of all such services will be the sole responsibility of the contractor that is awarded an Agreement with the University.

16. Proposed Financial Terms (years one and two). Using the Excel spreadsheet provided as Addendum E, please submit, in the same package as specified above, a contractor-prepared pro forma statement of revenues and expenses, including applicable disclosures (presented in Section 17), if any, for years one and two. The pro forma shall:

- Include the revenue and expense assumptions applicable to any proposal as a whole (i.e., residential board plan, retail, and catering).
- Include location/program-specific revenue and expense assumptions for those venues that will be operational within the first two years of the contract.
- Identify all one-time not-to-exceed opening and transition costs and whether they will be charged as an expense or part of the capital investment amortization schedule.
- If any of these costs are to be charged to the University, indicate if the costs are payable in year one or amortized, and if amortized, over no more than a two-year period.

17. Creative Ideas. The University is open to any other creative ideas or concepts that contractor believes would be mutually beneficial within the first or succeeding Agreement years.

18. RFP and Agreement Exceptions. Include any exceptions to the sample Agreement presented as part of this RFP. Please note the page and section number within the RFP that is being referenced. The University reserves the right to negotiate and/or reject any proposed exceptions. Failure to note exceptions will be considered as an implied agreement with the stated terms and conditions. Submission of a standard agreement template will not be considered responsive to this specification.

SECTION V: INSTITUTION DINING SERVICES RFP PROCESS - GENERAL TERMS AND CONDITIONS

A. Agreement. Proposals submitted should be based on the entire RFP requirements. By submitting a proposal, the proposer is making an irrevocable offer to perform according to the RFP specifications, INSTITUTION-specified contractual terms, and the financial conditions set forth in your formal proposal submission. Any proposal that INSTITUTION determines to be incomplete, conditional, obscure, or includes irregularities of any kind, may be rejected at the sole discretion of the University without further justification. A contractor may submit one or more alternative proposals only if it has addressed the minimum criteria specified. INSTITUTION reserves the right to reject any or all primary and alternative proposals for any
reason and to make selections that are in the best interest of the University without penalty.

B. Amendments to the RFP. The University may, at any time and in its sole discretion, amend this RFP.

C. Contractors’ Request for Clarification. This RFP should provide the information necessary to prepare a proposal. Nevertheless, the University will respond to reasonable questions or requests for clarification regarding the RFP. Any questions or clarifications that need to be addressed must be received by the contacts listed in Section 1 of this solicitation no later than 4:00 p.m. Eastern Time on DATE. All questions must be submitted in writing. The University will respond to all contractors, provided the question or clarification is considered to be of a universal nature. Questions may continue to be submitted with the caveat that they will be answered only if the University determines it is in its best interest to do so.

D. Finalist Interviews. Finalists will be invited to participate in a DATE interview and informal campus forum. The interviews will be held with select members of INSTITUTION’s dining services task force. Among others, the contractor’s proposed candidates for general manager, executive chef, and catering director will, ideally, be present at the interview. In addition to the interview, the proposing contractor will be invited to give a presentation (60 minutes maximum) of the programmatic portions of the proposal response to the full INSTITUTION dining services task force and other interested campus community members. Based on the proposal and the interviews/presentations, INSTITUTION may elect to issue a Best and Final Offer addendum to two or more finalists.

E. Notification of Selection. Once the University has finalized its selection, it will notify all participating contractors of its intent to award. The University will, at the appropriate time, disclose the selected contractor more publicly. No contractor should make a public announcement about the results until the University provides explicit permission.

F. Award of Agreement. The University may, at its sole discretion, award an Agreement to any one or none of the respondents to this RFP. This Agreement shall govern all work performed by the contractor for the University during the term of the Agreement. The University will require that its terms and conditions for an Agreement be used. Contractors must be prepared to negotiate terms and conditions using the University’s Agreement only. The contractor’s standard Agreement template should not be submitted as an alternate proposal for consideration.

G. Method of Submittal. The contractor should prepare eight hard copies of its proposal. One original written proposal must be signed by an officer of the company who is authorized to bind the company by Agreement. This original should be labeled “original.” The signed acknowledgement form should be included with the original proposal. Eight electronic copies (thumb-drives) should also be submitted with the hard copies, including unlocked completed Excel Addendums A-E. The
primary proposal response may not exceed 200 pages. Relevant attachments and exhibits (not subject to the 200-page limit) may be submitted on the proposal thumb drive only. Contractors are requested to exclude any promotional materials that are not directly applicable to this RFP. General or unrelated promotional materials will not be read. Complete proposal responses must be submitted to, and received by, the University no later than 4:00 PM Eastern Time on DATE.

Six hard copies and six electronic versions of the proposal are to be delivered by the deadline to:

NAME
Director of Auxiliary Services
INSTITUTION
ADDRESS
PHONE
NUMBER

By the same date, one hard copy and one electronic copy of the proposal are to be delivered to:

Consultant
Name
Address
Phone

By the same date, one hard copy and one electronic copy of the proposal are to be delivered to:

Consultant
Name
Address
Phone

Proposals shall be based only on the material contained in the RFP and any attachments. The contractor is to disregard the any oral representations it may have received previously or during the course of this RFP process from the University.

H. Confidentiality and Ownership of Information. All proposals submitted pursuant to this RFP become the property of the University. Should a contractor consider its submission to contain confidential information, it must specifically indicate the portions of its response as “confidential” that it wishes to be understood as such. The University will use all reasonable efforts to maintain the confidentiality of such information.

I. Taxes. The University is subject to sales and use tax under the applicable provisions of STATE law. As such, purchases and rentals made by the University are subject to applicable sales and use tax. In addition, students who purchase a meal plan that restricts their purchases to on-campus venues only will have those transactions exempt from state sales taxes.

J. Disclaimers. The University reserves the right to request additional information or clarifications of material submitted by the contractor during the selection process.
Any representations made within this RFP and subsequent written communications shall not be considered a contractual obligation by the University unless specified in the Agreement. The University reserves the right to reject any and all submittals and to identify and select the contractor that the University, in its sole and absolute discretion, deems most qualified.

The respondents shall be solely and totally responsible for all costs associated with responding to the RFP and the University accepts no responsibility with regard thereto. Submissions will become the property of the University.

The University reserves the right, in its sole discretion, to hold discussions with, to obtain information from, to request additional proposal terms and/or presentations from, and to conduct negotiations with any or all finalist contractors that the University deems appropriate, in its sole discretion. The University reserves the right to: Accept or reject any or all submissions; to waive any informality, inconsistencies, or nonconformity in the submissions received; and to accept or reject any or all items in a submission.

With submission of a response to this RFP, the contractor and its affiliates agree to and accept all actions and decisions by the University regarding the identification and selection of, and negotiation with the successful contractor herein described as final, binding, and conclusive. Each contractor agrees not to challenge, by way of suit or otherwise, the University's actions or decisions in this regard. Each such contractor agrees to and does release and forever discharge the University and each of its respective officials, officers, directors, employees, and agents of and from any and all claims or liability relating to, arising out of, or in connection with this RFP, or any actions or decisions taken or made by any of them in connection with the identification, selection, and contracting for the services described herein.

K. **Contract Law.** Any Agreement resulting from this RFP will be subject to the state of STATE laws. Additionally, the contractor agrees that any of its documents and responses to this RFP may at, the option of the University, become a legally binding and essential portion of the final Agreement between the University and contractor. Any lawsuits or litigation regarding the Agreement shall take place in ______ County.

L. **Contract Assignment.** No portion of any resulting Agreement may be sublet, sub-contracted, or otherwise assigned to a third party or wholly-owned subsidiary by the contractor without the prior written consent of the University.

M. **Obligations.** The University shall not incur any obligation or liability whatsoever by reason of issuance of this RFP. This document does not constitute a commitment by the University to purchase any goods, material, or services. All plans and intentions discussed in this RFP are
current information directives only and may change as the University’s needs necessitate.

N. Representations. The University makes no representation or warranty, express or implied, with respect to the completeness, accuracy, or utility of this RFP and supporting documentation or any information or opinion contained herein. Any use of or reliance on the information or opinion is at the risk and expense of the contractor and the University shall not be responsible for the completeness, accuracy, or utility of any information contained in this RFP and supporting documents.

O. Insurance. Only if selected shall the contractor be required to obtain the minimum insurance stipulated in the sample Agreement (Attachment 2) protecting the University, contractor, and any sub-contractor for services covered by the RFP. However, if selected, the contractor agrees to immediately comply with the insurance provisions and maintain insurance levels at the contractor’s sole expense, as detailed in the proposed Agreement. The contractor shall provide evidence of such insurance prior to execution of the Agreement. The contractor’s failure to comply with these provisions shall cause the contractor’s proposal to be considered non-responsive.

P. Terms and Conditions. The proposed terms and conditions of the “INSTITUTION University Foodservice Agreement” are included in Attachment 2. If there is any inconsistency of terms, the following shall indicate precedence, in the order given, with the first named to have highest priority: An Agreement, this RFP, INSTITUTION’s Foodservice Agreement, the contractor’s proposal submission, and any other relevant written documentation. The contractor agrees that it is an independent contractor. The contractor agrees that the University has no right to control how the work is performed, other than as specified for requirements as stated in this RFP and the Agreement. The contractor understands that no relationship other than that of contracting parties is established by an Agreement, and further understands that this does not establish any employer-employee arrangement. The contractor agrees, as an independent contractor, to treat its assistants as its own employees and comply with tax requirements for contractor and its assistants.

Q. Headings. The headings in this RFP are for convenience purposes only and do not add or detract from the intent of the language contained herein.
Appendices

A. Hours of operation
B. Staffing
C. Pricing
D. Food variety and specifications
E. Pro forma revenues

Attachments

1. RFP commitment form
2. Sample Agreement (to be provided in an addendum)
3. Matrix of cleaning responsibilities by venue
4. Raw survey results
5. Select survey analysis
6. Staffing and wages
7. Catering activity for a typical month
8. 2014 summer activity
9. Campus map
10. Dining service floor plans (to be provided at the contractor’s tour on September 16th)
11. INSTITUTION employee background check policies