REQUEST FOR PROPOSAL

FOOD SERVICE

ST. CLOUD STATE UNIVERSITY
720 4TH AVENUE SOUTH
ST. CLOUD, MN 56301-4498
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ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL
FOOD SERVICE

ADVERTISEMENT FOR PROPOSALS

Notice is hereby given that Offers will be received by the Director of Purchasing, St. Cloud State University, until 3:00pm on November 1, 2005 for the purpose of FOOD SERVICE, according to the specifications on file at:

St. Cloud State University
Business Services
Administrative Services 122
720 Fourth Avenue South
St. Cloud, Minnesota 56301-4498

Specifications and Request for Proposal forms may be obtained from the Director of Purchasing at the address shown above.

Offers are to be submitted in a sealed envelope addressed to the Director of Purchasing at the above address and clearly marked in the lower left corner of the envelope, ”FOOD SERVICE.” St. Cloud State University reserves the right to reject any and all Offers and to waive any informalities contained in such Offers.

Dated at St. Cloud, Minnesota, this August 1, 2005.

____________________________________
Lisa Sparks
Director of Purchasing
ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL

FOOD SERVICE

PROPOSAL INSTRUCTIONS:  Page 1 of 3

DATE: August 1, 2005

TITLE: FOOD SERVICE

ISSUING AGENCY: St. Cloud State University
720 Fourth Avenue South
St. Cloud, Minnesota 56301-4498

PROPOSAL INSTRUCTIONS: Proposals will be received and registered until 3:00 PM on November 1, 2005 for furnishing the equipment and services described herein. Proposals received after this time and date will be rejected and returned unopened. Proposals may be delivered in person or by U.S. mail or other couriers. Faxed proposals are not acceptable. Proposals must be submitted with the envelope plainly marked in the lower left corner: “FOOD SERVICE.”

Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding vendors must include the required information called for in this RFP. The University reserves the right to reject a proposal if required information is not provided or is not organized as directed.

EXCEPTIONS TO THE RFP: Include any exceptions to the Agreement terms and conditions presented as part of this RFP. The University reserves the right to negotiate and/or reject any proposed exceptions. Failure to note exceptions will be considered agreement with the stated terms and conditions.

PROPOSAL ACCEPTANCE PERIOD: This proposal shall be binding upon the Offeror for 180 calendar days following the proposal acceptance review date. Any proposal in which the Offeror shortens the acceptance period may be rejected. Proposals will be on file and open to public inspection for 30 days after award determination. All terms and specifications included in or appended to this solicitation apply to any subsequent award.

NUMBER OF COPIES: Submit three (3) originals and eight (8) narrative copies of the proposal. Offerors are encouraged to submit additional information pertinent to this RFP (brochures, promotional materials) only with the original RFP response. The eight copies of the RFP response should be narrative. Brochures and other promotional materials are not necessary.

PROPOSAL DISTRIBUTION: Proposals are to be addressed and distributed in the following manner:

Two (2) originals, seven (7) narrative copies to: Lisa Sparks
Director of Purchasing
St. Cloud State University
Business Services
Administrative Services 122
720 Fourth Avenue South
St. Cloud, MN 56301-4498
ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL

FOOD SERVICE

PROPOSAL INSTRUCTIONS: Page 2 of 3

One (1) original copy to: Joyce Coons Fasano, FCSI
The Cornyn Fasano Group
2301 NW Thurman Suite S
Portland, OR 97210

One (1) narrative copy to: Sieglinde Bier, Director Faculty Business Support
Minnesota State Colleges and Universities
500 Wells Fargo Place
30 East 7th Street
St. Paul, MN 55101

All forms and attachments must be filled out in ink, typewritten, or word-processed. The proposal must be signed by an authorized member of the firm. Prices and terms of the proposal as stated must be valid for the entire length of any resulting contract, unless changes are made through mutual consent.

All inquiries for information are to be directed to:

Lisa Sparks, Director of Purchasing
St. Cloud State University
Administrative Services 122
720 Fourth Avenue South
St. Cloud, Minnesota 56301-4498
Phone: (320) 308-4788

Other department personnel are NOT allowed to discuss the Request for Proposal with anyone, including responders, before the proposal submission deadline.

PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held at 9:00 AM on August 9, 2005, in the Mississippi Room, Atwood Memorial Center, St. Cloud State University. Parking is available in pay lots at 4th Ave and 5th Street S, or 4th Ave and 9th Street S. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facets of this solicitation. Offerors are encouraged to present all questions relative to this Request for Proposal at the pre-proposal conference. A copy of this solicitation should be brought to the pre-proposal conference. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

REVISIONS TO THE REQUEST FOR PROPOSAL: In the event it becomes necessary to revise any part of this Request for Proposal, revisions will be provided to all Offerors who received the initial Request for Proposal and attended the mandatory pre-proposal conference. The University reserves the right to extend the deadline for receipt of proposals if necessary.
WITHDRAWAL OF PROPOSAL: Proposals may be withdrawn in writing and submitted by facsimile, mail, or hand delivery from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals will be accepted.

REQUIREMENTS FOR SUBMITTING A PROPOSAL: Proposals should be as thorough and detailed as possible so that the University may properly evaluate the Offeror’s capability to provide the required services. The vendor must clearly state in the proposal any exceptions to or deviations from the specifications or terms and conditions. All costs associated with the purchase of the equipment proposed must be made explicit in the vendor’s response. Any costs incurred by the successful vendor in the completion of any award issued on the basis of this proposal, but not explicitly stated in the vendor’s response, shall not be payable. Offerors are required to submit the following items or information but are not limited solely to these items:

- Request for Proposal Offering Form signed and completed as specified. Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed by a person authorized to legally bind the person, partnership, company or corporation submitting the proposal.

- Affidavit of Non-Collusion signed and competed as specified.

- The duration and extent of experience in providing services at similar sized public educational institutions. Include 5 references.

- State any exceptions to or deviations from the specifications or terms and conditions. All specifications or terms and conditions not identified as an exception are considered accepted by Offeror.

- Response is required, in order, to all points listed below. Each point is described in more detail in the appropriate section. Provide written point by point narrative responses or attach the appropriate documentation for each point.

Section 2 Terms and Conditions

2.4 FOREIGN CORPORATION-Submit Certificate of Authority
2.10 AFFIRMATIVE ACTION- Submit Certificate of Compliance
2.11 CONSTRUCTION PAYMENT AND PERFORMANCE BOND- Submit proof of bonding surety
2.12 PERFORMANCE BOND – Submit proof of bonding surety
2.24 CERTIFICATE OF INSURANCE – Submit current Certificate of Insurance

Section 4 Specifications and Requirements

4.2 Offeror Information
Section 4 Communications Plan
4.3 Communications Plan
4.5.5 Employee Training Plan
4.5.7 Optional Nutritionist
4.5.8 Personnel/Staffing Plan
4.6 Quality Assurance
4.7.4 Program Proposal
4.8.6 Program Proposal
4.11.5 Recycling
4.11.8 Facility Assessment
4.12.19 Maintenance Plan
4.30 Transition Expenses
4.35.7 Control Procedures
4.35.17 Revenue Projections
4.35.18 Pro Forma Annual Financial Statements

Section 5 Retail Operations Specifications
5.6.2 New Concepts
5.7 Concepts
5.8.1 Commission Proposal

Section 6 Contract Board Minimum Specifications
6.9 Concepts
6.12 Board Plans/Pricing
6.13 Gate Prices
6.14 Non Contract Board Sales Commission

Section 7 Miscellaneous
7.1.2 Catering Guides
7.1.14 Catering Plan Proposal
7.2 Camp and Conference Catering
7.3 Snack Bars, Cart or Other Services
7.4 Financial Proposal
MINNESOTA STATE COLLEGES AND UNIVERSITIES

AFFIRMATIVE ACTION COMPLIANCE

A Certificate of Compliance is required for bids or proposals in excess of $100,000

Vendors are cautioned to read closely the attached Notice to Vendors, Affirmative Action Certificate of Compliance.

Effective July 1, 2003 - The Minnesota Department of Human Rights is authorized to charge a $75.00 fee for each Certificate of Compliance issued. You may submit your affirmative action plan along with a cashier's check or money order in the amount of $75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at: Contract Compliance Unit, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 East 5th Street, suite 700, St. Paul, MN 55101, Phone 651-296-5663, TTY 651-296-1283, Toll Free 800-657-3704

The following information must be completed by the vendor and returned with the [bid or proposal]. Failure to do so may result in rejection of the [bid or proposal].

Vendors are cautioned to read closely the attached Notice to Vendors, Affirmative Action Certificate of Compliance.

The following information must be completed by the vendor and returned with the [bid or proposal]. Failure to do so may result in rejection of the [bid or proposal].

**BOX A:**

1. Have you employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months? YES_______ NO_______

   If your answer is “NO,” proceed to BOX B. If your answer is “YES,” your response will be rejected unless your firm or business has a Certificate of Compliance issued by the State of Minnesota, Commissioner of Human Rights, or has submitted an Affirmative Action plan to the Commissioner of Human Rights for approval by the time the responses are due for any solicitation in excess of $100,000.

2. Please check one of the following statements:

   _______ YES, we have a current Certificate of Compliance that has been issued by the State of Minnesota, Commissioner of Human Rights (include a copy of your certificate with your response).

   _______ NO, we do not have a Certificate of Compliance; however, we submitted an Affirmative Action plan to the Commissioner of Human Rights for approval on ______________________, 20_____. The plan must be approved by the Commissioner of Human Rights before any contract or agreement can be executed.

**PLEASE NOTE:** Minnesota vendors must have a certificate issued by the Minnesota Department of Human Rights. Affirmative Action plans approved by the federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights for a certificate to be issued.
BOX B:

1. Have your employed more than 40 full-time employees on a single working day during the previous 12 months in a state in which you have your primary place of business and that primary place of business is outside of the State of Minnesota, but inside the United States?

   YES _______  NO _______

If your answer is “NO,” proceed to BOX C. If your answer is “YES,” Minnesota State Colleges and Universities cannot execute a contract with your firm or business unless it is in compliance with the Minnesota Human Rights certification requirements. It is the sole responsibility of the vendor to apply for and obtain human rights certification prior to contract award or execution as applicable. You may achieve compliance with the Human Rights Act by having either a current Certificate of Compliance issued by the State of Minnesota, Commissioner of Human Rights, or by certifying that you are in compliance with federal Affirmative Action requirements.

2. Please check one of the following statements:

   ______ YES, we are in compliance with federal Affirmative Action requirements.

   ______ NO, we do not have a current Certificate of Compliance and we cannot certify that we are in compliance with federal Affirmative Action requirements.

BOX C:

1. If your answers to BOX A (Question 1) and Box B (Question 1) were “NO,” you are not subject to the Minnesota Human Rights Act certification requirement. Please, however, check one of the following:

   ______ NO, we have not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months and have not employed more than 40 full-time employees on a single working day during the previous 12 months in the state in which our principal place of business is located.

   ______ We are a business with our primary place of business outside of the United States that has not employed more than 40 full-time employees within Minnesota on a single working day during the previous 12 months.

For further information regarding Minnesota Human Rights requirements, contact the Department of Human Rights, Compliance Services, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657.3704; or TTY: 651.296.1283. For further information regarding federal Affirmative Action requirements, call 800.669.4000 or visit its web site at http://www.eeoc.gov/.

By signing this statement the vendor certifies that the information filled in is accurate.

   NAME OF FIRM:______________________________________________________________

   AUTHORIZED SIGNATURE OF [RESPONDER OR BIDDER]:_______________________

   TITLE:____________________________________________________________________

   DATE: ____________________________________________________________________
The amended Minnesota Human Rights Act (Minn. Stat. 363.073) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of $100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an Affirmative Action plan to the Commissioner of the Department of Human Rights prior to the due date of the response and must have received a Certificate of Compliance prior to the execution of the contract or agreement.

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which they have their primary place of business. The businesses in this category must certify to Minnesota State Colleges and Universities that they are in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657-3704; or TTY: 651.296.1283.

Minnesota State Colleges and Universities is under no obligation to delay the award or the execution of a contract until a vendor has completed the Human Rights certification process. It is the sole responsibility of the vendor to apply for and obtain a Human Rights certificate prior to contract award or execution as applicable.

It is hereby agreed between the parties that Minnesota State Colleges and Universities will require that affirmative action requirements be met by vendors in relation to Minnesota Statute 363.073 and Minnesota Rules, Parts 5000.3400 to 5000.3600.

Under the Minnesota Human Rights Act, Section 363.073, Subd. 1, no department or agency of the state shall execute an order in excess of $100,000 with any business within the State of Minnesota having more than 40 full-time employees in a single working day during the previous 12 months, unless the firm or business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved the Commissioner of Human Rights. Receipt of a Certificate of Compliance issued by the Commissioner shall signify that a firm or business has an affirmative action plan approved by the commissioner.

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statute 363.073, Subd. 2 and 3). A CERTIFICATE IS VALID FOR A PERIOD OF TWO (2) YEARS.

**DISABLED INDIVIDUAL CLAUSE**

A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

B. The vendor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

C. In the event of the vendor noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes 363.073 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled
individuals.

It is hereby agreed between the parties that Minnesota Statutes, Section 363.073 and Minnesota Rules, Parts 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statute 363.073 and Minnesota Rules, Parts 5000.3400 to 5000.3600 is available from Public Documents Division, 117 University Avenue, St. Paul, Minnesota 55155, (612) 297-3000.

By signing this statement the vendor certifies that the information filled in is accurate.

NAME OF FIRM: __________________________________________________________

SIGNATURE OF [RESPONDER OR BIDDER]: _________________________________

TITLE: ________________________________

DATE: _______________________________
ST. CLOUD STATE UNIVERSITY

REQUEST FOR PROPOSAL

FOOD SERVICE

AFFIDAVIT OF NON-COLLUSION

Proposals will be received until November 1, 2005

Definition: For ease of reference, each organization submitting a response to this Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose Proposal would result in a formal agreement will hereinafter be referred to as a "Contractor."

The prospective Offeror must sign the Affidavit and provide the information required of Offerors as outlined in the pages, which follow:

AFFIDAVIT OF NON-COLLUSION:

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Offeror (if the Offeror is an individual), a partner in the Offeror (if the Offeror is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Offeror is a corporation);

2. That the attached Offer or Offers have been arrived at by the Offeror independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Request for Proposal designed to limit independent offers or competition;

3. That the contents of the Offer or Offers have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the Offer or Offers and will not be communicated to any such person prior to the official opening of the Offer or Offers, and;

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to me this ______ _________________________________
day of ________________, 20__. Signature

Notary Public _________________________________

My commission expires _____________, 20____.

Firm Name

Date
In compliance with this Request for Proposal, the undersigned acknowledges that I have read and understand all the conditions imposed herein and Addenda numbers ______ on file in the office of the Director of Purchasing, SCSU, Administrative Services 122 and offer and agree to furnish the services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name of Firm: ___________________________________________
Address: ___________________________________________
City: ___________________________________________
State: ____________ Zip: ____________
Telephone: ____________________ (include area code)

Federal ID ___________________________________________
State ID ___________________________________________

Name: ___________________________________________
Signature: ___________________________________________
Title: ___________________________________________
Date: ___________________________________________
ST. CLOUD STATE UNIVERSITY
REQUEST FOR PROPOSAL
FOOD SERVICE

Section 1  GENERAL INFORMATION

1.1  SCOPE OF SERVICE

St. Cloud State University (SCSU) is requesting proposals from qualified vendors to operate a comprehensive food service program on campus. SCSU is the largest of the seven Minnesota State Universities and functions as part of the Minnesota State Colleges and Universities (MnSCU) system. SCSU is a substantial and multifaceted organization with a focus on student achievement and development in a complex and changing society. SCSU is looking for a partner to work with it to manifest and enhance these characteristics through campus dining. The campus is a vibrant place with classes from 8 AM to 10 PM Monday through Thursday, 8 AM to 5 PM on Friday, as well as a variety of weekend classes and events on campus throughout the week which includes 14 culturally based or international dinners a year for 300-500 people. It is expected this vibrancy can be enhanced with a responsive food service operation.

The University provides facilities in the Atwood Memorial Center for cash/a la carte operations, a catering venue and a convenience store. Garvey Commons is primarily for contract all you care to eat dining. The two kitchens are connected with a service tunnel that allows integration of the operations. The food service operation is also expected to support the Lindgren Child Care Center, housed in the Engineering and Computing Center.

The University continually reinvests in the facilities. However, it is anticipated that vendors will review the venues and make appropriate recommendations for improvement. Recommended changes may require investment of funds. The willingness and level of investment anticipated in the proposals will be important information to consider.

It is anticipated that the “hard lines” of board contract versus retail will become increasingly blurred with on-campus residents able to use cash or retail outlets and for “meal plans” to not simply be a program for residence hall students. There is also interest on the part of the University in proposals that consider “satellite” operations in other buildings on campus that may provide greater convenience and increased volume.

The University has a “Campus Card” issued to each student, faculty member and staff person that can be used as a tool for purchase of various food products on campus.

Current operations provide a financially stable base on which to build an improved program with greater flexibility and responsiveness; in turn, the expected result would be greater satisfaction and volume of activity. This base is predicated on about 3000 on-campus resident students and a large number of commuting students, faculty and staff. The commuting students, faculty and staff represent a market that may be underdeveloped. Proposals for service and marketing efforts that would serve this population better and more engage them with campus would be favorably considered, especially if supported by examples where such efforts have been successful. Serving what students and faculty/staff want to eat when they want to eat may be a simple summary of the expectation.

There is a particular interest in how variety can be provided to those that dine on campus regularly. This request is complimented by the various tastes of the campus population, including over 2400 from outside Minnesota, over 800 of which are international students with tastes from diverse traditions including vegan and vegetarian. Our students also manifest themselves in referenda and via the Student Government Association as strong advocates for environmental concerns including sustainable agriculture.

There is also substantial demand for various types of catering. This varies from simple on-campus events
with snacks or beverages to occasional large scale dinners at off-campus locations. Clear representation of skills and creativity in these areas are important to the University.

Two surveys were conducted spring, 2005, and are attached to this request. One survey sought student response, while the other targeted faculty and staff. These surveys confirm strong preferences for quality, some franchises, variety, healthy food, and affordability. The underlying themes seem to be best captured in the terms “value” and “options”.

A cogent response to the request that addresses the University’s needs is expected. References for other similar successful campus operations will be helpful in consideration of an Offeror’s proposal. Beyond that, a response that reflects the characteristics of SCSU and considers the needs and the market of this particular University will be favorably considered. In summary, the successful proposal will illustrate high value and recognition of the University’s character. The intent of the University is that the food service operation will:

- Improve student retention.
- Compliment and encourage on-campus living.
- Be distinguished by very high satisfaction of students, faculty, staff and the University’s guests.
- Increase the volume of food service business on campus.
- Provide options for evening and weekend students, faculty, staff and visitors.
- Provide convenient grab and go options at various campus locations that meet busy and varied schedules.
- Provide flexible meal plans that offer seamless dining to students.
- Provide a financially stable base on which to build an improved program with greater flexibility and responsiveness.
- Provide catering that satisfies both student organizations as well as the high end needs of the president and levels in between.
- Recognize and use local producers and suppliers.

The University is looking for a long term partnership that will distinguish itself with high value and satisfaction and be viewed as successful by all parties. The concept of partnership as cooperative and willing to try new ideas is key. We look forward to receiving creative proposals in response to our RFP.

1.2 GENERAL INFORMATION

St. Cloud State University is the largest of the seven state universities in the Minnesota State Colleges and Universities (MnSCU) system. The University is a regional comprehensive University with a high number of prestigious accreditations such as the Colleges of Education and Business, Aviation, Mass Communications, Manufacturing and Electrical Engineering and a wide variety of others. In response to the educational needs of the community, state, and nation, the University is offering new graduate programs in Behavioral Analysis, Environmental and Technological Studies and Teaching English as a Second Language. The mission of St. Cloud State University is that we are committed to excellence in teaching, learning, service, fostering scholarship and enhancing collaborative relationships in a global community. In fiscal year 2004, the University served 17,135 students through our credit-based instruction with a full year equivalent of 14,037, an enrollment decrease of 1 percent. The University is home to 915 international students from 84 countries and has 22 study-abroad programs in 15 countries.

Atwood Memorial Center has approximately 12,000 visitors daily during the academic year. The facility has 27 meeting rooms ranging in capacity from 10 to 1000. There are over 700 dining seats available in Atwood Memorial Center for community dining.

The Department of Residential Life has a capacity of slightly over 3,000 residents. In recent years, the number of on-campus residency has been approximately 2,800. During Fall 2004, there were 2,900 meal contracts. The desire of Residential Life is that the contractor would effectively market and provide a desirable residential dining experience which would materially increase the use of the program of on and off campus students and staff.
Although there are currently no dining contracts for the approximately 200 contracted summer residents, it is expected that these residents, in conjunction with the conference calendar, would offer a benefit for the development of a summer board option. The summer conference calendar brings over 4,000 guests to St. Cloud State University between the end of May and the start of August. These groups range from 50 to 700 guests, and average 200.

1.3 ISSUING OFFICE

The SCSU Purchasing Department is issuing this Request For Proposal (RFP) on behalf of SCSU. The SCSU Purchasing Department is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP, and is the only office authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be addressed no later than October 14, 2005 in writing or fax to:

Reference: FOOD SERVICE
Lisa Sparks E-mail: lksparks@stcloudstate.edu
St. Cloud State University Fax: (320) 308-4175
Business Services - AS 122 Phone: (320) 308-4788
720 4th Ave. S.
St. Cloud, MN 56301

1.4 MANDATORY PRE-PROPOSAL CONFERENCE AND TOUR:

A Mandatory Proposal Conference consisting of a tour of the exiting dining services facilities and a question and answer session will be held on August 9, 2005 at 9:00 AM at the Mississippi Room, Atwood Memorial Center, St. Cloud State University. ATTENDANCE AT THIS MANDATORY PRE-PROPOSAL CONFERENCE IS A PREREQUISITE TO SUBMITTING A PROPOSAL.

1.5 RFP SCHEDULE

Although subject to change, the University intends to adhere to the following time and event schedule relative to this RFP process.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>August 1, 2005</td>
<td>RFP’s released to public</td>
</tr>
<tr>
<td>August 9, 2005</td>
<td>Mandatory Pre-Proposal Conference</td>
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<tr>
<td>October 14, 2005</td>
<td>Last date for Contractor Questions</td>
</tr>
<tr>
<td>October 21, 2005</td>
<td>Final Day for Contractor Questions Answered</td>
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<tr>
<td>November 1, 2005</td>
<td>Proposals Due</td>
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<td>November 7-18 2005</td>
<td>Evaluation Committees Meet</td>
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<tr>
<td>Nov/Dec 29-31-1, 2005</td>
<td>Interviews on campus</td>
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<tr>
<td>December X, 2005</td>
<td>Notification to Board of Trustees re: process and prospects</td>
</tr>
<tr>
<td>January 2006</td>
<td>Contractor Negotiations</td>
</tr>
<tr>
<td>March 15, 2006</td>
<td>Negotiations Complete &amp; Contracts signed.</td>
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</tbody>
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Section 2    TERMS AND CONDITIONS

2.1 PARTIES TO THE CONTRACT:

The Contract shall be between St. Cloud State University, known as the “University”, an agency of Minnesota State Colleges and Universities, and the successful Offeror known as the “Contractor” according to the terms set forth herein. A representative of the University will be responsible for the administration of the Contract, and referred to as the “Contract Liaison”.

2.2 PROPOSAL EVALUATION AND AWARD:

This is a request for proposal and not a bid process. Therefore, the University has the discretion to evaluate the qualitative as well as 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 University reserves the right to accept other than the most financially advantageous proposal. The University reserves the right to accept or reject any and all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Offeror, to accept any items in any proposal. The University will require oral presentation of one or more Offerors for the purpose of discussion and negotiation. The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Contractor’s proposal as negotiated. The award and selection of the Contractor is within the discretion of the University upon approval of Minnesota State Colleges and Universities-- Office of the Chancellor.

2.3 APPLICABLE LAW:

This contract shall be governed and interpreted by the laws of the State of Minnesota.

2.4 FOREIGN CORPORATION:

A foreign corporation (other than a Minnesota corporation) which is a party to this Contract must possess a certificate of authority to do business in the State of Minnesota from the Minnesota Secretary of State and must have, and continuously maintain, a registered resident agent, and otherwise conform to all requirements of Minnesota Statutes relating to foreign corporations.

2.5 CONTRACT COMMENCEMENT:

It is the intention of the University to commence the resulting Contract on July 1, 2006.

2.6 PRICING:

All prices quoted should be F.O.B. delivered, set-in-place, installed, and include operator and service technician training.

2.7 CONSTRUCTION DEBRIS REMOVAL:

Contractor is responsible for removal of all debris from the SCSU campus. Use of SCSU dumpsters is strictly prohibited. Inspection will be made after completion of work to ensure that project area is left clean.

2.8 NON-DISCRIMINATION:

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any University employee or student because of race, color, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age.
2.9 STATE AUDITS:

The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

2.10 AFFIRMATIVE ACTION:

Contracts that are one hundred thousand dollars ($100,000.00) or more require a Certificate of Compliance from the State of Minnesota Department of Human Rights.

Effective July 1, 2003 – The Minnesota Department of Human Rights is authorized to charge a $75.00 fee for each Certificate of Compliance issued. You may submit your affirmative action plan along with a cashier’s check or money order in the amount of $75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at: Contract Compliance Unit, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 East 5th Street, Suite 700, St. Paul, MN 55101, Phone 651-296-5662, TTY 651-296-1283, Toll Free 800-657-3704.

2.11 CONSTRUCTION PAYMENT AND PERFORMANCE BOND:

The Contractor shall furnish a payment bond and a performance bond, both in an amount equal to 100 percent of the contract for any construction or capital improvement. The sureties of the bond shall be such surety company authorized to transact business in Minnesota. The University prior to execution of the contract must approve the bond.

2.12 PERFORMANCE BOND

Prior to contract award, the successful Contractor shall be required to furnish a performance bond in the amount of 10% of the 2006-2007 estimated contract value at the University.

The performance bond shall be for the initial contract period and shall be extended by the Contractor for any subsequent renewal periods of the contract. The performance bond shall provide that the University and Contractor be notified, in writing, by the issuer a minimum of sixty (60) days prior to expiration or non-renewal.

In the event of expiration or non-renewal of the bond, the Contractor shall provide the University written evidence of the new source of surety within twenty-one (21) calendar days after the University’s receipt of the expiration or non-renewal notice. Failure to maintain the required performance bond in force may be cause for contract termination.

Failure to provide the initial bond within twenty-one (21) days of notification of award may result in cancellation of contract award.

2.13 SUBCONTRACTS

Subcontractors used to fulfill any portion of the responsibilities outlined in the Request for Proposal are required to be identified along with their qualifications. Describe in detail the exact role the subcontractor is to play within this agreement. The University reserves the sole right to approve or reject any or all proposed subcontractors.

2.14 PERMITS AND LICENSES:

The successful Contractor(s) shall have and maintain valid and appropriate permits and licenses, meet all codes, pay promptly all charges and fees and give all notices necessary and incidental to the due and lawful operation at the University.
2.15 EMPLOYEE REMOVAL:

The University will reserve the right to request the removal of any Contractor(s) employee from the performance of the contract if in the judgment of the University, such removal shall be necessary in order to protect the interests of the University.

2.16 AMENDMENTS:

The Contract shall not be varied except by an instrument in writing executed subsequently to the execution of the Contract by both parties.

2.17 INDEMNIFICATION:

The Contractor shall indemnify, defend or hold the University harmless:

1.) from and against any claim or demand by third persons for loss, liability or damage, including claims for property damage, personal injury or wrongful death, arising out of any accident thereto occasioned by any act or nuisance made or suffered on the Premises, or by any fire or other destructive force on the Premises or growing out of or caused by any failure on the part of the Contractor to maintain the Premises in a safe condition and shall reimburse the University for all costs and expenses in connection with the defense of such claims; and

2.) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions in the Contract or the rules, regulations, ordinances and laws of the United States or the State of Minnesota.

2.18 LAWS TO BE OBSERVED:

The Contractor shall observe, perform and comply with or require compliance with all governmental laws, ordinances, rules and regulations of the United States and the State of Minnesota, the Minnesota State Colleges and Universities, or any department thereof, which in any manner may affect the providing of services required as outlined in this Request for Proposal. The Contractor shall also comply with all state and local building, fire, health, zoning codes and/or regulations that affect operation of the premises. Any reference to such laws, ordinances, rules, regulations and codes shall include any amendments thereto.

2.19 LIENS:

The Contractor shall not commit or suffer any act of neglect whereby the University premises shall become subject to any attachment, lien, or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the University from and against all attachments, liens, charges, and encumbrances and all expenses relating therefrom.

2.20 REIMBURSEMENT OF COSTS:

Each Offeror submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal response, including costs that may be incurred in providing the University with additional information. The University is under no obligation to reimburse the Offeror for any proposal costs or incur any costs on Offeror’s behalf.

2.21 VENDOR SELECTION:

The selection of a Vendor and the accompanying award of a contract, should either occur, is at the discretion of the University with approval of the Minnesota State Colleges and Universities-- Office of the Chancellor.
2.22 DISPOSITION OF RESPONSES:

All materials submitted in response to this RFP will become property of MnSCU and will become public record after the evaluation process is completed and an award decision made. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn, Stat. 13.37, the Responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted.
- Include a statement with its response justifying the trade secret designation for each item, and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives that State’s award of the contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of MnSCU.

MnSCU will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until MnSCU decides to pursue a contract and that contract is awarded.

2.23 TARGETED/ECONOMICALLY DISADVANTAGED BUSINESS & INDIVIDUALS:

In accordance with Minnesota Rules 1230.1810, subpart B and Minnesota Rules 1230.1830, certified Targeted Group Businesses or individuals submitted proposals as prime contractors will receive up to six percent preference on the evaluation of their proposals. For information regarding certification, contact the Department of Administration, Materials Management Helpline at (651) 296-2600, TTY (651) 282-5799.

2.24 INSURANCE:

The Contractor shall maintain, during the life of this Contract, the following minimum insurance requirements:

- General Liability: $1 Million Combined Single Limit per Occurrence, and $2 Million Aggregate Single Limit per Occurrence;
- Automobile Liability: $1 Million Combined Single Limit per Occurrence;
- Professional Technical Errors & Omissions Liability: $2 Million Combined Single Limit per Occurrence.

Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. Workers’ Compensation coverage complying with the laws of the State of Minnesota.

These policies shall contain a covenant requiring thirty (30) days’ written notice to the University before cancellation, reduction or other modifications of coverage. These policies shall be primary and non-contributing with any insurance carried by the University and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each.

In the event that the Contractor fails to maintain and keep in force the insurance coverage as herein provided, the University shall have the right to terminate the Contract without notice. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this Contract until specified coverage requirements are revised.

The Contractor shall save, keep harmless and defend the University against any and all liability claims, cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (State or otherwise) occurring in connection with or in any way incident to, or arising out of the occupancy, use, service, operation, or performance of work in connection with this Contract, resulting in whole or part from the negligent acts or omissions of employee, agent, or representative of Contractor.

Insurance certificates furnished by companies licensed to do business in the State of Minnesota indicating
the required minimum coverage shall be furnished the University prior to Contract award. The University shall each be listed as an additional name insured on the Commercial General Liability and any excess/umbrella liability policies.

On notification of award and prior to issuance of the Contract, the Contractor shall provide the University, Certification of Insurance with the required kinds of insurance and minimum liabilities specified, issued by an insurance company licensed to do business in the State of Minnesota and signed by an authorized agent. In the event of cancellation, material change or intent not to renew any of the insurance requirements specified, thirty (30) days’ written notice shall be given the University by the party initiating any revision.

2.25 STATE AND FEDERAL I.D. NUMBER

The Contractor is required by Minnesota Statutes §270.66 to provide its Minnesota Tax Identification Number and Federal Employer I.D. No. if the Contractor does business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require Contractor to file state tax returns and pay delinquent state tax liabilities. This agreement will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

2.26 PATENTS AND COPYRIGHTS

The Contractor shall assume all costs arising from the use of copyrights, patented materials, licenses equipment devices or processes used in the operation of, or incorporated, in the contracted facilities and shall indemnify and hold harmless the University from all suits of law or actions of every nature for or on account of the use of any patented or copyrighted materials, equipment, devices or processes.

2.27 COSTS OF ENFORCEMENT AND LITIGATION

In the event the University shall, without any fault, be made a party to the litigation, other that condemnation or like proceedings, commenced by or against the Contractor arising out of the Contractor’s use or occupancy of the premises or attributable to any structure or objects placed upon the premises or in the premises by the Contractor, then the Contractor shall pay all costs and reasonable attorney’s fee incurred by or imposed upon the University in connection with such litigation.
Section 3  CONTRACT TERMS

3.1 TERMS AND CONDITIONS:

The University intends to enter into a contract with the selected vendor, and this contract will contain all the terms and conditions required by this request for proposal (RFP), as well as further terms and conditions negotiated between the University, the Office of the Chancellor’s General Counsel and/or the Office of the Attorney General, and the selected vendor. The terms and conditions of the Contract will not be changed without prior written consent of both parties. The University reserves the right to obtain services from an alternate contractor should Contractor not be able to provide services when needed.

3.2 CONTRACT DOCUMENTS:

It is mutually agreed by and between the University and the Contractor that the University’s acceptance of the Contractor’s offer will be by the issuance of a contract. The Contract entered into by the parties may consist of the Request for Proposal, the signed Proposal submitted by the Contractor, the Standard Contract Form, the General Terms and Conditions, Special Terms and Conditions, and Specifications including all modifications thereof, all of which shall be referred collectively as the Contract Documents. All other communication between the parties, whether oral or written, with reference to the subject matter of this Contract is void and superseded.

3.3 CONTRACT TERM:

The initial contract term will be for a period of seven (7) years from the date of contract commencement. The contract shall from that date, with an option by the University, and by mutual written agreement of the University and the Contractor, renew for one- three (3) year renewal. A year will be considered a period of twelve (12) consecutive calendar months.

3.4 CONTRACT ASSIGNMENT:

The Contractor shall be deemed to be an independent Contractor and will not, during the terms of the contract, or any renewal or extensions thereof, sell, assign, transfer, subcontract, sublet or sublease all or any part thereof without the prior written consent of the University; and should the Contractor become insolvent, or if proceedings in bankruptcy shall be instituted by or against the Contractor, the remaining or unexpired portion of the contract shall, at the election of the University, be terminated.

3.5 CONTRACT TERMINATION:

The University may terminate with or without cause the Contract by giving the other not less than ninety (90) days written notice of the intention to terminate as of the specified date. If the contract is terminated by the University for any reason, the Contractor must continue operation of the service until the date specified. In the event of such a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

3.6 EXCUSE OF PERFORMANCE

Performance under the contract by the Contractor will be excused only by reason of the following causes:

- When such performance is prevented by destruction or damage to the premises not caused by Contractor negligence;
- When such performance is prevented by an act of the University, MnSCU, State of Minnesota, or the United States of America;
- When such performance is prevented by any job action conducted by any employee organization which prevents patrons from utilizing the Contractor’s services; and
- When such performance is prevented by exercise of the power of eminent domain.
With the exception of monies already due and owing, performance of this Contract shall be suspended and excused to the extent commensurate with such interfering occurrence. The Contractor assumes all risk of loss due to temporary suspension of operation regardless of cause.

3.7 CONTRACT LIAISON:

For purposes of this Contract, the University liaison shall be:

Mr. Steven Ludwig  
Vice President – Administrative Affairs  
St. Cloud State University  
Administrative Services 205  
720 4th Ave South  
St. Cloud, MN 56301

Phone: (320) 308-2286  
Fax: (320) 308-4707
Section 4 SPECIFICATIONS AND REQUIREMENTS

These specifications apply to entire contract of board, retail and miscellaneous operations. These are the minimum standards and should be considered in developing all proposal responses.

4.1 ROLE OF THE CONTRACTOR

The awarded Contractor is expected to be an integral part of the campus, striving to meet the changing needs of students.

4.2 OFFEROR INFORMATION

1. Offeror Questions

Answer each of the following questions. If the answer to any question is in the affirmative, all relevant circumstances must be explained in detail, including the current status and ultimate disposition of each matter:

1. Has the Offeror been declared in default of any contract?

2. Has the Offeror forfeited any payment of a performance bond issued by a surety company on any contract?

3. Has an uncompleted contract been assigned by the Offeror's surety company on any payment or performance bond issued to the Offeror arising from its failure to fully discharge all contractual obligations thereunder?

4. Within the past three (3) years has the Offeror filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?

5. Is the Offeror now the subject of any litigation in which an adverse decision might result in a material change in the company's financial position or future viability?

6. Has the Offeror, as a result of litigation, paid out any judgments in excess of $50,000 within the past three (3) years? List judgments.

2. Offeror History

Describe the history of the company and the history of its specific involvement with food service. Provide information on company background, long-term viability, and experience with similar projects. Include any company affiliations to other corporate entities.

4.3 COMMUNICATIONS PLAN

Submit a communications plan that, at a minimum, details the following:

1. District, regional and corporate annual visitation schedule by job title. Include the calendar timeline, length of the visit, who will be called upon, the amount of lead time the University can expect to schedule the visit, and what follow-up the University can expect from such a visit including executive summaries of visit outcome.

2. Type of ongoing written communication the University will receive from the Offeror's site, district, regional and corporate offices. Include frequency, topics, and other pertinent explanatory data.
4.4 MANAGEMENT

1. Management

The Contractor’s on-site (University) management team must share among themselves an appropriate amount of professional training, experience, interpersonal characteristics and public relations skills to provide the expertise required for a contract board, catering and retail dining service of high quality. The management team on each campus shall consist of a full-time director and as many full-time management and supervisory personnel as deemed necessary to professionally staff the major service areas (contract, retail, catering, etc.) and multiple locations. There shall be management staff on duty and in attendance during all meals, special dinners and catered events.

2. Management Team

The University shall have the right to interview proposed candidates for the management positions and concur with the Contractors’ final recommendation before an appointment is made. The University reserves the right to reject any site management candidate without cause. A management candidate should be included in the interview process.

3. Changes in Management Team

1. The management team shall continue serving the University only as long as their performance is acceptable. Management positions shall not be changed at the discretion of the Contractor in less than two years unless mutually agreed upon between the University and the Contractor and thirty (30) days advance notice is provided to the University. The University firmly believes that management consistency is critical to a successful program.

2. The Contractors who propose shall provide a district manager assigned specifically to supervise the dining service management at the University. All expenses for such staff shall be paid from corporate overhead/administrative expense.

3. The number of accounts per district manager shall not exceed a reasonable number with respect to geography, size and account complexity so as to permit the adequate supervision for all the accounts.

4. It is expected that the district manager will visit the University a minimum of one full day each month unless otherwise agreed to in writing. The date of the next visit shall be set at the conclusion of each visit. The University expects district office staff responsibilities to include, but not be limited, to the following:

- Performance of routine reviews and operations inspections;
- Submission of quarterly reports to the University addressing issues that affect the efficiency of the operations, security, services, food, sanitation and any other relevant topics and including adequate back-up data and recommendations for improving the situation;
- Establishment of reasonable performance standards for employees, managers and supervisors, with periodic discussions or meetings with individuals to assist them in achieving the standards;
- Consult with University on current and future trends in the food service industry and propose/initiate new programs provided by the Contractor;
- Fill staff vacancies as necessary; and
- Act with full authority on the Contractor’s behalf in any matters pertaining to the specifications of the Contract.
4. Qualifications for District Manager

Candidates for the district manager’s position shall have a minimum of five (5) years full-time professional food service management experience in progressively responsible positions and formal education in food service and food service related areas.

5. District Support Personnel

District level support personnel assigned to the University in excess of the proposed and/or agreed upon management organizational chart shall be paid out of corporate overhead, not the University’s salary budget (example: Contractor’s managers in a training program).

4.5 STAFFING/PERSONNEL

1. Staffing Levels

The Contractor shall maintain an adequate staff on duty at the University at all times to ensure a quality dining service operation. In order to maintain a high quality of service, the Contractor shall be responsible for providing expert personnel for administration and supervision, marketing, menu planning and dietetics, production, purchasing, service, sanitation and equipment consulting both at the University and corporate levels.

2. Current Employees

The Contractor shall give fair employment, at no less than their existing rate of compensation, to any non-management employees of the current Contractor who seek such employment, for at least 90 calendar days from whence the employees commence work, in order to determine their ability to perform. After said 90 days have expired, there will be no further obligation of the Contractor to honor this commitment.

3. Students as Contractor Employees

The Contractor is encouraged to utilize University students as a part of its workforce wherever feasible and whenever quality can be maintained. Such students shall be hired, trained, paid and supervised by the Contractor. It is requested that the Contractor adhere to University employment practices whenever feasible including wages and adhering to not more than 20 hours of work per week for full time students during class sessions. The Contractor shall be responsible for all student employment forms and insurance, including but not limited to, any worker’s compensations or other liability claims resulting from injuries to students who are employed by the contractor. It also the responsibility of the Contractor to ensure that all international tax treaty requirements are honored and that all international students’ wages are withheld accordingly.

4. Employee Training

The Contractor shall have adequate personnel with sufficient training to ensure that all employees are trained in the highest standards of sanitation and safety, and supervised in a “clean as you go” policy that will result in a clean and orderly facility at all times. The Contractor shall continually provide satisfactory training and development programs for employees at all levels of the operation. Regularly scheduled full and part-time (including students employed by the Contractor) training meetings shall be conducted by the Contractor at its own expense.

5. Employee Training Plan

Provide a plan for operation and maintenance training of employees that includes sample schedules or charts to verify maintenance. Include information on how energy conservation will be encouraged and monitored.
6. Personnel Regulations

The Contractor shall be physically and financially responsible for complying with all applicable federal, state and local laws and regulations regarding the employment, compensation and payment of personnel. This includes unemployment insurance, worker’s compensation and other taxes, health examination, permits and licenses.

7. Optional Nutritionist

The Contractor shall propose optional nutritionist services that may be accepted at the University’s discretion. This position’s responsibilities shall include development and coordination of nutrition education programs, evaluations and recommendations of menus being served, assistance in making agreeable, nutritional, adjustments to the menu, and observation of food production and sanitation practices. This is intended to enhance the minimum nutrition awareness program in 4.7.

8. Personnel/Staffing Plan

Submit the following:

1. An organizational chart, the District and Corporate levels for Contractor;

2. A summary of the weekly staffing charts with annualized FTE’s by venue. Include all management/supervisory/office support staff;

3. A list of all job titles along with wage rates, benefits, and job descriptions. Indicate what positions it is anticipated would be filled with student workers. Include the minimum hours for benefits and any co-pay for insurance;

4. An outline or sample of Offeror’s Employee Training Manual;

5. A detailed outline of a one year training program to be used for hourly and supervisory/management personnel, including the length and frequency of training, site, costs, and evaluation procedures. The plan should also include information concerning the staff that will conduct the training, their backgrounds and qualifications, and the training resources that will be made available. Training shall include food safety, work place safety, equipment operations and maintenance and diversity training;

6. Basic employee policies and procedures to include methods for hiring, promotion, evaluation, termination and other personnel policies should be addressed, especially the procedures and capacity for replacing local personnel at the management level;

7. Resumes for the proposed site manager and key management staff for this account. Include any assistant managers with responsibility for retail, board and catering operations. Resumes should include education, experience, background, specific professional accomplishments and any special qualifications;

8. Proposed methods for assuring that Offeror’s employees maintain satisfactory performance levels. Include any incentives or reward programs used to motivate employees;

9. A plan to hire, train and evaluate students as employees. Training programs and management opportunities available to students interested in a food service career, if available, should be described; and

10. A description of employee uniforms which will be provided for full-time, part-time, including students as employees and will be appropriate to the décor in the assigned premises.
4.6 QUALITY ASSURANCE

This section must include:

1. A description of ways in which Offeror would involve students in Offeror’s quality assurance program;
2. The process by which food quality will be addressed for all meals served anywhere on campus;
3. A brief description of the Offeror’s internal quality assurance program, including samples of any inspection/quality audit forms used as part of any district/regional/corporate visitations;
4. A description of follow-up procedures for customer complaints including what will be done to assure that the same problems are not repeated;
5. A plan for ongoing as well as periodic customer service monitoring; and
6. A description of any forecasting, merchandising, production and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification and deletion of unpopular items and similar items.

4.7 NUTRITIONAL AWARENESS PROGRAMS

A program shall be provided as a self-education tool, and designed to communicate in a positive, upbeat style through a variety of informational formats, the need for a commitment to lifelong maintenance of good health through good eating habits and physical activity. The program shall meet the following minimum requirements:

1. Nutritional Analysis

   Provision and posting of nutritional analysis, by portion, of each menu item, indicating amount of calories, fat (animal fat must be clearly identified), sodium, sugar, carbohydrates, etc. This information must be posted in a designated location by the serving area of the food items.

2. Recipe Files

   Recipe files shall be available for customer review of nutrition information.

3. On-Site Recipe Alterations

   The Contractor’s on-site management must have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar.

4. Program Proposal

   1. Describe in detail any type of nutrition awareness programs that would be initiated on the campus and how these programs will be promoted;
   2. Describe any nutritional practices used in the purchase and preparation of food;
   3. Describe in detail how Offeror will meet the needs of the vegetarian and vegan population; and
   4. Describe in detail how Offeror will meet the needs of the international and American cultural population.
4.8 \textbf{MARKETING}

The Contractor shall aggressively market and promote University Dining Service to all segments of the campus population. The University shall cooperate with the Contractor in promoting and merchandising services and products to the fullest extent to attract customers to the various dining services.

1. \textbf{Approval}

All advertising and promotional efforts shall be coordinated through, and approved by, the University prior to implementation, and shall be intended for students, staff, guests and faculty of the University.

2. \textbf{Marketing Budget}

To insure the continual implementation of a marketing program, the Contractor shall budget a minimum of one percent (1.0\%) of the prior fiscal year’s total net sales for advertising, promotion and related merchandising expenses for the following fiscal year. The one percent dollar amount should be budgeted in the summer months for the coming academic year. The budget process shall include input from the Contractor and the University. Third party costs such as promotion dollars from a soft drink vendor associated with these expenses shall not satisfy, in whole or in part, this required expenditure. The University’s contract liaison may require an annual itemized accounting of these expenses, including events, uses, and results. The Contractor’s cost of discounted food and beverages sold or donated, or donated prizes for promotional purposes, may be included in this total. Franchise fees, product costs and other costs associated with branded concepts shall not be included. All marketing efforts shall address increasing the use of all campus dining.

3. \textbf{Internet}

The Contractor shall be responsible for all costs associated with advertising and promotional efforts through the Internet included websites, promotional events, frequent buyer programs or retail marketing techniques. As part of the marketing program, the Contractor shall disseminate student, faculty, and staff information using a variety of media not limited strictly, to but including, campus dining brochures and catering menus.

4. \textbf{Free Food and/or Services}

Under no circumstances shall the Contractor provide food or services to any individual or group of individuals for a charge lower than the established rates without specific written authorization from the University.

5. \textbf{University Mailings}

Dining service promotional materials may be included in University promotional mailings so long as this inclusion does not materially affect the mailing costs. Additionally, the University shall provide, if such information has been declared public data, address labels for independent mailings requested by the Contractor. There will be no charge as long as the materials do not increase the cost of the mailing. Any increased costs will be billed to the Contractor for payment from the promotion budget.

6. \textbf{Program Proposal}

Submit a plan that addresses marketing the board plans, retail food venues, camps, conferences and catering. Include any plans to identify and market to campus persons who currently do not use the food service. Identify what marketing tool will specifically address each potential market segment to include: residential students, non-residential students, graduate students, faculty, staff, and visitors to include camps and conferences. Also include the potential that each marketing tool has to increase business. Include any use of the web site to which the University will grant access.
4.9 HOUSEKEEPING/SANITATION

1. Daily Housekeeping

The contractor shall provide daily housekeeping, cleaning, preventive maintenance, and sanitation service which includes necessary commercial equipment and supplies for all assigned food service areas. In addition, the Contractor will maintain the dining room throughout the service hours to include wiping down tables, cleaning spills, emptying trash, and keeping the dining room neat. These facilities shall include, but not be limited to, production and serving areas, dining rooms, snack bars, delis, bakeries, refrigerators, freezers, receiving and storage, trash and garbage, employee lockers and rest rooms, offices, hallways and stairs used by the Contractor. When an entire building is solely devoted to furnishing food service, the Contractor shall be responsible for the housekeeping, interior cleaning and sanitation service of the facility.

2. Cleaning/Sanitation Schedules

The Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean and neat appearance. Upon review and approval by the University, schedules shall be posted and implemented within 30 days of the beginning of the contract.

3. Housekeeping/Sanitation

The Contractor shall be responsible for:

- Routine daily sweeping, mopping and buffing non-carpeted floors, vacuuming and spot cleaning carpets and furniture;
- Routine weekly cleaning of the hoods, filters and pipes leading from the area; and
- Providing, cleaning and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels and other related dining service items.

4. Regular Periodic Cleaning/Maintenance

The University shall be responsible for:

- Periodic stripping and sealing or waxing of floors, excluding quarry tile, and shampooing carpeted areas and furniture;
- Periodic cleaning of draperies, blinds, ceilings and outside windows, air distribution devices and light fixtures, including maintenance and replacement of light bulbs; and
- Cleaning hood ducts, plenums and related units and fans.

5. University Breaks

When the Dining Service areas are closed for University breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for heavy duty cleaning prior to a shut-down of three (3) or more days.

6. Food Handler Certificates

The Contractor shall be responsible for providing food handler certificates and/or medical examinations as required by law and shall make such records available for review upon the University’s request.
7. Contractor Employee Sanitation

The Contractor’s employees shall be neat and tidy in appearance and shall follow general food service industry established hygiene practices in the handling of food. The Contractor shall not allow employees with known illnesses, open sores or other symptoms to work. Any contagious disease such as hepatitis must be reported immediately to the University.

4.10 SPACE USE

When the Contractor uses areas not assigned to the Dining Services department or not primarily intended for dining service (e.g. meeting rooms and lounges) for such purposes (catered meals, receptions, etc.) as may be required, appropriate setup and cleanup shall be performed by the Contractor. Facilities shall be restored to conditions satisfactory to the University before the next scheduled use of the area. This includes maintenance and sanitation of the area, furniture rearrangement and equipment and trash removal.

4.11 FACILITIES

1. Utilities

The University shall be responsible for providing electricity, gas, steam, water, sewer service and air-conditioning, where available, for the food service operations.

2. Telephone Service

The Contractor shall be responsible for the costs of installation of telephone systems, repair and line maintenance and local and long distance service charges. The University provides phone service to campus and it is required that the contractor use that service.

3. Pest Control

The Contractor shall be responsible for all costs and maintenance of insect and pest control in all assigned areas for production, service and storage. A schedule of frequency of service shall be provided to the University.

4. Trash Removal

The University will provide for the removal of trash and garbage from the designated receptacles. The Contractor shall be responsible for transporting all waste from its assigned areas to the appropriate receptacles. The Contractor shall cooperate with the University in minimizing disposal costs. Storage of refuse and recycling should be in appropriate containers and in unobtrusive areas of the facility, not in production or dining areas.

5. Recycling

The Contractor shall recycle food, packaging, and other items to the extent that there are available markets and outlets for the products and it meets HAACP as well as state and local sanitation and safety regulations. Where safe and practical, leftover foods may be donated to a local shelter.

1. Submit a description of the recycling program which will be used to minimize disposal costs, including all paper, plastic and other disposable items. (Note: The University expects food waste to continue to be used as animal feed.)

6. Utility Service Interruptions

The University shall not guarantee an uninterrupted supply of water, steam, electricity, gas, heat
and/or air conditioning. However, it shall be diligent in restoring service following an interruption. The University shall not be liable for any product loss which may result from the interruption or failure of any such utility services.

7. Energy Conservation

The Contractor shall assume responsibility for maximum utility/energy conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items, when the Dining Service facilities are not in use or when business volume dictates a reduction in the use of utilities. Equipment use shall be planned and equipment not “warmed up” or charged if it is not expected to be used during that day or period.

8. Facility Assessment

Submit a commentary on each facility that is included in your proposal as to the condition/state of the facilities and equipment and a list of any additional or replacement equipment that would be necessary to implement your proposal concepts. If any additional equipment will be required to provide the services specified, state by whom and how the equipment would be acquired in relation to final ownership of the property; and provide a description of Offeror’s capacity to provide assistance in short and long-range planning of facilities and services. List any specialists which could be made available and specify the charges for services which can be provided but are not required in the RFP.

4.12 INVENTORY, EQUIPMENT, MAINTENANCE, AND REPAIRS

1. Initial Inventory

The University shall provide an initial inventory of expendable and non-expendable supplies and equipment (e.g. china, glassware, flatware, trays and kitchen utensils) necessary for the efficient operation of the dining services.

2. Start-up Inventory

Prior to the start of the contract, the University and the Contractor shall jointly inspect the inventory of such equipment and determine the extent of required repair and/or replacement for which the University shall be responsible.

3. New and Replacement Inventory

Additional new items and/or increased inventory levels of expendable and certain non-expendable equipment shall be provided by the University as required by changes in enrollment/occupancy and/or methods of preparation and service.

4. Small Wares

The University will provide the initial supply of basic small wares. This inventory will be maintained by the Contract as a cost of doing business. Small wares on campus have been defined as items costing less than $1,000. Any small wares, by this definition, required for the Contractor to implement its proposed concepts will be supplied and maintained by the Contractor. This applies to any concept changes over the life of the contract. All small wares that are not proprietary by name to the Contractor or a branded unit shall remain the property of the University upon termination of the contract.

5. Small Wares Replacement

The Contractor shall be responsible for replacing any lost or unusable small-ware as a part of doing business.
6. Capital Equipment

The University shall be responsible for providing the initial capital equipment, replacing said equipment that is worn beyond repair and/or obsolete and purchasing additional capital equipment as required. Such equipment shall include furniture and fixtures required for the dining rooms and areas.

7. Contractor Equipment

The Contractor may provide, at its own cost and expense, any other equipment not provided by the University which the Contractor deems necessary. Said equipment and installation shall require prior approval of the University. All capital equipment purchased by the Contractor shall be straight line depreciated over five years. The depreciated value of any equipment purchased by the Contractor shall become the property of the University. Any undepreciated value will be bought out by the University or its next contractor.

8. Trade Fixtures, Machinery and Equipment

The University agrees that all trade fixtures, machinery, equipment, furniture or other personal property of whatever kind of nature, kept or installed by Contractor, shall not become the property of the University or a part of the realty no matter how affixed and may be removed, at any time and from time to time during the entire term of the contract and any renewals. The University shall further acknowledge that property is personal property and is not to become a part of the realty no matter how affixed to it, and that such property may be removed. On removal of the Contractor’s property, the premises shall be returned to the University in its original state.

9. Capital Equipment Additions/Replacements

Annually, the Contractor shall advise the University of any requests for the ensuing year for additional new capital equipment or replacement of such current equipment that is worn beyond the point for which, in its opinion, the cost of repairing would exceed that of the purchase of new items. The University shall be responsible for the final decision as to when it will make the investment to replace any equipment.

10. Excess Capital, Expendable and Non-Expendable Equipment

The University shall declare as surplus and dispose of any surplus property after consultation with the Contractor regarding the disposition and use of excess capital, non-expendable or expendable dining service equipment owned by the University.

11. Transport Vehicles

If there are food and beverage items which must be transported by motor vehicle, the Contractor shall be responsible for providing: 1) a vehicle suitable to the purpose; 2) adequate and qualified staff to operate the vehicle; and 3) appropriate insurance to cover the activity. The Contractor shall be liable for damages or injuries caused by negligent operation of the vehicle by the Contractor’s employees or agents. The Contractor shall be responsible for seeing that each employee who drives transport vehicles has the applicable licenses. The University and Contractor shall mutually agree on the terms for which the Contractor may charge for vehicle expenses.

12. Existing Office Equipment

The University will provide existing levels of office furniture at no charge to the Contractor. The Contractor shall be responsible for maintenance of such furniture in good condition and repair.
13. Office Machines
The Contractor shall provide and maintain any office machines necessary for the management of the dining service operation including computers, printers, FAX machines, copy machines, calculators, etc.

14. Campus Computer System
The University will provide access to the campus computer system. Any cost of developing a website for dining would be a marketing expense to be paid by the Contractor. The University is willing to link the Contractor’s website to its website.

15. Warranties
With respect to the equipment provided by the University, the University makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the Contractor shall have the benefit of any warranty or guarantee given the University by the manufacturer or the seller of the equipment.

16. Daily Use and Care of Equipment
The Contractor shall be responsible for performing the proper use and care for the equipment (in accordance with manufacturer’s instructions) and facilities it is assigned and/or uses in the performance of its daily duties. The Contractor shall be responsible for performing first level (operator) preventative maintenance on equipment, fixtures, furnishings and building components.

17. Equipment Repairs
The University will be responsible for all repair costs to the equipment, furniture, fixtures and building components and will be responsible for immediate attention to emergencies. The Contractor shall be responsible for notifying the University of required repairs of existing capital equipment, furnishings and building components. In the case of Contractor negligence, the University can request that the Contractor pay for the repairs or replacements of the items.

18. Equipment Maintenance
The contractor shall be responsible for maintaining the expendable and non-expendable inventory at the initial level with equal quality merchandise unless otherwise approved by the University. The Contractor shall, at least annually, provide the University with records confirming that an inventory has been taken and said merchandise has been brought up to par with that stated in the initial inventory records.

19. Maintenance Plan
Submit a sample plan to provide routine and day-to-day preventive maintenance for all of the University’s food service related equipment, both for the current facilities and for any new equipment that may be installed.

4.13 SUPPLIES

1. Operating Supplies
The Contractor shall be responsible for all costs for required paper, office, janitorial and chemical supplies for the operation of the dining facilities.

2. Emergency Disposable Service Ware
If the dishwashing facilities become inoperative and paper or other disposable service is required,
the Contractor shall be responsible for providing and maintaining an inventory of paper service adequate to meet emergency needs. The Contractor shall pay all costs associated with providing this service as a part of the operating statement for this account.

3. Supply Inventory at Termination of Contract

On expiration or termination of the Contract, inventories of food, equipment, and expendable supplies of the Contractor shall remain those of the Contractor. Final payments to be made to the Contractor by the University, if any, shall be withheld until all transactions or arrangements for the inventory removal have been completed to the satisfaction of the University.

4.14 FIRE AND SAFETY

1. Accident Prevention

An aggressive program of accident prevention and safety education shall be used by the Contractor. Proper instructions on the use of equipment and food handling techniques shall be provided in the promotion of a safe and accident free environment.

2. Reporting Incidents

The Contractor shall immediately report fires, unsafe conditions and security hazards to the University. The Contractor shall immediately fix and report any citations for unsafe conditions to the University.

3. Fire Extinguishers

The University shall furnish and maintain fire extinguisher equipment and supplies, and the Contractor shall notify the University immediately after every use.

4.15 INSPECTIONS

The University reserves the right to periodically conduct, announced or unannounced, inspections, evaluations, and request changes in the operation and condition of the dining service and facilities at any time with respect to quality, quantity and production of all food items, hours of meal service, prices, safety, sanitation and maintenance of the facilities and equipment to bring them to levels satisfactory to the University. Inspectors from all state and local authorities and from the University shall have complete cooperation from the Contractor. When state and local authorities arrive for inspection, the University shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by the Contractor to the University within 72 hours of receipt. Within five (5) working days, the Contractor shall provide the University with a written report of corrective action. In the event that corrective action is a joint responsibility, the Contractor shall notify the University of its responsibility in the matter and shall work with the University in the implementation of such action. Inspections and evaluations shall be conducted so as not to interfere with the normal operation of the dining service function.

4.16 SECURITY

1. Campus Facilities

The University shall provide general security to the campus locations occupied by the Contractor. It is agreed that the campus locations assigned to the Contractor are for use solely to fulfill the Contractor’s duties and that the Contractor shall at all times keep University facilities secured. In the event the Contractor is required to share premises e.g. Atwood Memorial Center, the Contractor is responsible for maintaining the University’s standard of security during those times the University’s portion of the facility is closed. The Contractor shall be responsible for any theft or loss of University property that occurs as a result of the Contractor’s failure to provide adequate security under these
circumstances.

2. Keys

The Contractor shall be responsible for any keys or locking devises provided to the Contractor at the onset of the contract. The Contractor shall be responsible for the cost of replacement of lost keys, and if the University determines that keys lost by the Contractor could compromise campus security, the Contractor shall be responsible for all costs associated with re-keying designated locations. The Contractor may request the University to re-key the facilities prior to the commencement of the Contract, or at any time during the duration of the contract, however, any costs of such re-keying shall be the sole responsibility of the Contractor.

3. Reporting

The Contractor shall be responsible for immediately reporting to the University any known facts related to losses incurred as a result of break-ins to the premises or the rest of the facilities. The Contractor shall be responsible for reporting to the University any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons which occur in or around the premises.

4.17 ACCESS SYSTEM

1. Software

The Contractor shall provide, at its expense, a software management system that will be capable of handling the various meal programs within the contract. This system shall be compatible with the campus card system (Blackboard) that the University uses. The Contractor shall bear all costs of operation including cash registers, paper supplies and labor to operate the system including service hours for student access. See 4.36.4 Campus Card for additional information.

2. Notification of Repairs

The Contractor shall immediately notify the University that customer service may be affected because of any malfunctions which require maintenance or repairs on the identification system equipment, including all cash registers.

3. Reporting

The Contractor shall furnish the University with requested daily/weekly reports to verify all customer counts, meal counts, cash sales, “flex” dollar sales and other pertinent information so requested. The University may, at any time, make unannounced audits of the cashiers, especially the retail operations. The audits will not interfere with peak period retail sales.

4.18 MENU

1. Basic Menu Requirements

Menu selections shall be planned to enable the University community clientele to meet appropriate recommended dietary allowances set by the Food and Nutrition Board of the National Research Council. In addition to popularity and cost factors, menus shall be planned to be appealing to the eye, taste and smell, and take into consideration contrasts in color, shape, texture and flavor of foods. Menus on campus should reflect the needs of groups on campus including students from various cultures, religions, medical and personal dietary restrictions.

2. Menu Posting
Weekly menus shall be designed to be attractive and posted in prominent places in the dining areas and other locations agreed upon with the University. Daily menus shall be posted in prominent locations of the dining areas and substitutions of menu items shall be noted. Menus shall be available at least 72 hours before they go into effect. Menus shall include main courses, side dishes, and desserts. Other forms of advertising the menus such as websites and telephone hot lines shall be agreed upon with the University.

4.19 PURCHASE STANDARDS

1. Basic Specifications

Food purchased by the Contractor for use at the University shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications are as follows:

- Beef and Veal – USDA Choice, except for meat used in extended dishes which may be USDA Standard;
- Pork and Lamb – USDA Grade A (#1);
- Poultry – USDA Grade A;
- Seafood – USDA Grade A;
- Eggs – USDA Grade A (Large or Medium);
- Dairy Products – USDA Grade A;
- Frozen Foods – USDA Grade A Fancy;
- Fresh Produce – USDA #1 Quality;
- Canned Foods – USDA Grade “A” Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups;
- Cheeses such as Cheddars, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient and sandwich spreads. American Process Cheese may also be served as a sandwich ingredient. In addition, processed cheese may be used in some cooking or as an alternative for some non-entrée foods;
- Ground Beef – USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%;
- Veal and Pork steaks shall be solid meat portions – unbreaded and not pre-formed from chopped or ground meat;
- Frankfurters/Hot Dogs – maximum 8 per pound, all beef. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements; and
- Processed lunch meats such as bologna and salami shall be a quality “all beef” or turkey product.

2. Specific Meat Specifications

All meat cuts shall be in accordance with U.S.D.A. I.M.P. specifications. The indicated grades are intended as minimum standards only, and the Contractor is encouraged to exceed these minimums wherever possible. All other food stuffs not included in the above categories shall be of comparable quality.

3. Government Regulations/Grading

Purchase of food, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA) and National Sanitation Foundation (NSF). In the absence of grade labeling, the Contractor shall provide the University with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided.

4. Responsibility to Pay
The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage and inventory of all foods and direct supplies, and shall pay for all food and direct supplies related to food production service and management applicable to this contract. Any quantity purchase commissions shall be clearly identified and credited to the food cost.

5. Right to Inspect

The University reserves the right to periodically inspect the Contractor’s inventory of food and supplies or review invoices to ensure that purchase standards are maintained.

6. Product & Brand Preferences

The Contractor shall take under advisement the wishes of the University regarding product and brand preferences, use of state products and local (in-state) vendors when costs are not significantly increased. Current brands on campus are presented in the University’s attachment.

7. Local Preference

It is desirable to purchase locally produced products to assure freshness and reduced environmental cost of transportation. The University values engagement in the community and region in which it is located and views purchase from area vendors as an affirmation of this engagement.

4.20 PREPARATION STANDARDS

1. On-Site Preparation

The general policy shall be to do on premises preparation of food items, utilizing batch cooking as close to time of service as possible. Cook-to-order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature and overall quality can be maintained during serving hours. Minimization of pre-prepared food items is desirable.

2. Frozen Meat Products

Ground beef patties shall not be grilled in the fully frozen state and shall be cooked to a minimum temperature of 165 degrees Fahrenheit.

3. Standardized Recipes

Recipes standardized for quality, yield, cooking procedures, serving containers, utensils, and portion size shall be used in all production units.

4. Leftovers

Leftover foods shall be kept to a minimum and refrigerated as necessary in shallow pans after each meal, properly covered, labeled with product name and date and used promptly. All leftovers which require refrigeration shall be stored in one location, labeled and dated. Leftovers cannot be frozen and shall be served as an extra selection within 24 hours. Under no circumstances should leftovers be used to replace any approved menu selection.

5. Baking On Premises

Bakery items shall be made on premises. Pre-prepared mixes and doughs are permissible, but every attempt should be made to provide products that are “homemade.” Sandwich breads, hamburger and hot dog buns, bagels, English muffins and other such items may be purchased from commercial bakeries.
6. Vegetable Versus Animal Fats

Vegetable shortening rather than animal shortening must be used for food prepared on site. The Contractor is strongly encouraged to purchase food prepared with vegetable shortening and oil. If this is not possible, then it must be clearly labeled as containing animal fat when the food is served.

7. Vegetarian and Vegan Cooking

Vegetarian and vegan menu items should not be cooked in the same fat, sauce or other cooking medium (to include the use of grill top and deep fat fryers) as the non-vegetarian and vegan items.

4.21 SERVICE STANDARDS

1. Temperature

Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).

2. Garnish/Merchandising

All food shall be garnished for attractive presentation whenever possible. Serving stations, salad bars and food display areas shall be decorated at all times with seasonal displays, flowers, etc. Food items at the service stations and salad bars shall be readily identifiable with attractive and individual labels.

3. Food Freshness

Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Contractor shall adhere to the general food service industry guide: If you are not willing to purchase or consume the product yourself, it should not be displayed.

4. Product Availability

All serving stations and bars are to be well stocked throughout the entire posted serving times. The last customer is to be offered the same range of choice as the first. Food will remain at the board operations stations 15 minutes after the closing of service hours to allow late students to be served.

5. Accompaniments/Condiments

Certain food accompaniments shall automatically be served with some dishes and placed in the condiment section. Examples include apple sauce with pork, cranberry sauce with turkey, and tarter sauce and lemons with fish. Other accompaniments such as sauces, sugar, cream, ice, and butter will be placed as close to corresponding food or beverage as possible.

6. Display and Serving Area Appearance

Display and serving areas shall be clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors. Partially used and broken items shall be promptly removed from the area.

4.22 PREMISES, EXCLUSIVE RIGHTS, AND EXCEPTIONS

1. Assigned Facilities

As a general rule, the assigned facilities shall include, but not be limited to, the food preparation facilities of Garvey Commons and Atwood Memorial Center, dining areas of residence halls and
Atwood Memorial Center including snack bars, delis, ice cream and bake shops, restaurants, private
dining rooms, conference rooms, ball rooms, storerooms, and adjacent exterior malls. Premises
specifically exclude the franchise for the coffee shop in the Miller Center, athletic and recreation center
concessions, the bookstore in Centennial Hall and the convenience store in Atwood Memorial Center.

The Contractor shall not use University facilities and/or equipment or Contractor services or staff in
support of activities outside the University, unless specifically authorized in writing by the University.

2. Exclusive Rights Areas

The Contractor will have exclusive rights to operate the dining services only in those areas designated
annually by the University. Upon mutual agreement with the University, the Contractor may relinquish
exclusive rights to certain designated areas for limited periods of time. On an equal price, equal service
basis, the Contractor has first right of refusal on events which require professional catering service held
on the campus outside the assigned facilities.

3. Exceptions

Exceptions to the exclusive right provisions are as follows:

- The University reserves the right to exclude up to two (2) events a year from that exclusive right.
The Contractor will not be excluded from submitting a proposal for these events;
- The Contractor may also be asked, but does not have the exclusive right, to provide catering for
University events held off-campus;
- Ethnic food events and other events sponsored by University approved students and student groups.
Most of these will occur in the Atwood Memorial Center. Groups having approval to sell food and
beverages shall be encouraged to consider purchasing products from the Contractor;
- Candy, gum, mints, snacks, soft drinks, groceries, popcorn, etc., sold in the convenience or variety
stores operated by another contractor or the University;
- Living units of the residence halls complex. Students and staff may order and receive delivered
pizza and other food items in their residences or offices. Each hall also has a community kitchen for
resident use; and
- Groups shall not be permitted to use production service areas or equipment normally used by the
Contractor unless they have complied with the University’s internal policy and the University and the
Contractor have agreed to the specifics of the event in writing. The University’s internal policy
requires all student cultural groups that need to reserve the kitchen facilities to prepare food must
attend a required training provided by the Contractor. There are approximately 15 such events
annually in Atwood Memorial Center. This policy limits the number of events per semester and
describes the steps that must be taken in order to comply with health, sanitation, and safety rules. If a
group wishes to use the kitchen, the price will include the actual cost of the Contractor providing a
supervisor at all times the group is in the kitchen and any clean-up costs. It is the responsibility of
the group to clean the area to the Contractor’s satisfaction. If this does not occur, a clean-up fee will
be assessed. Such events cannot interfere with the Contractor’s normal business routine.

4.23 BEVERAGE POURING RIGHTS

The University currently has a pouring rights contract (copies are provided in the Attachments). The contractor
shall abide with the requirements of this contract and any future pouring rights contracts.

4.24 CUSTOMER MONITORING

1. Surveys

The Contractor shall cooperate with the University in monitoring customer satisfaction for value received
through an evaluation system involving customer representation from a cross section of the
University community, including University guests. One of these evaluation methods shall be regular formal performance surveys of contract board customers only with the results sent directly to the University Contract Liaison. Another should be a survey of a random sampling of students, faculty, staff, and visitors to ascertain buying habits, satisfaction levels, frequency of use, general dining habits, and other information critical to understanding and addressing each market segment.

The University reserves the right to conduct independent surveys and the results of those surveys shall take precedence over Contractor surveys.

2. Comment Cards

Should the University so desire, comment cards or some form of immediate feedback system as approved in writing by the University, shall be available in designated dining operations. Responses to comment cards shall be publicly posted in the operation within one week.

Propose an online comment card option to meet the changing needs of students.

3. Other Monitoring Techniques

The Contractor is encouraged to engage in other forms of customer monitoring such as intercept surveys and Internet surveys to ascertain the likes/dislikes and dining preferences of people who are members of the campus community but do not use food service on a regular basis.

4.25 DINING SERVICE COMMITTEES

One or more dining service committees may be established by the University. The Contractor shall meet with Dining Service Committee members to discuss a variety of issues including, but not limited to, menus, pricing and portions, menu specials, preparation and service standards and practices, hours, trends and news of the food service industry. A committee should be considered one of the methods for obtaining customer reactions. The Dining Service Committee shall meet as often as deemed necessary by the University/committee.

4.26 USE OF BOARD/UNIVERSITY NAME

In no instance shall the University’s name be used by the Contractor in connection with any advertising of promotions which are not directly related to the University without their specific written consent. The University’s name and logo shall be prominently displayed on all University Dining Service promotional materials. The Contractor’s name is not to appear on any signs, forms, disposable service ware or other items which are accessible to students, staff, faculty, or other customers.

4.27 ACCESS TO PREMISES

A new Contractor shall have access to the premises at reasonable times, as determined by the University, prior to the termination or expiration of the present contract. The University shall determine and coordinate required arrangement for this access, and a new Contractor shall not interrupt or disturb the operation of the present Contractor. The University shall provide the new Contractor’s on-site Director with a desk and telephone to use during the transition.

4.28 SURRENDER OF PREMISES

1. Personal Property

The Contractor shall remove its personal property at the expiration or sooner upon termination of the contract. On removal of the property, the premises shall be returned to the University in its original state, wear and tear expected. The Contractor’s failure to remove its personal property within thirty (30) days after the termination or expiration of the contract shall be deemed to be an abandonment of its personal property. The University will make all necessary repairs to the premises that may be
required as a result of the removal of trade fixtures and other personal property and reasonably charge the
Contractor for such repairs.

2. Inventory

On termination or expiration of the contract, the University shall conduct a physical inventory of all non-
expendable supplies and capital equipment. At that time, the Contractor shall surrender the facilities and
equipment to the University in as good condition as at the start of the contract, ordinary wear and tear
and loss or damage by fire, flood and other perils covered by extended coverage insurance excepted. The
inventory must, at the Contractor’s expense, be equal to the original inventory plus any additional (not
replacement) equipment provided by the University during the life of the Contract.

4.29 WITHHOLDING FINAL PAYMENT

According to Minn. Stat. § 290.97, no final settlement of a State contract requiring the employment of employees
for wages should be made until the Contractor has received a certificate from the Department of Revenue
showing that the Contractor has complied with Minn. Stat. § 290.97.

4.30 TRANSITION EXPENSES

Identify any one-time-only or periodic expenses involved with the opening of this account and/or relocation of
management staff or any other extraordinary expenses which would be charged to this account. If such expenses
are anticipated, the amount budgeted and complete explanation for each must be provided.

4.31 SMOKING POLICY

Smoking is prohibited in all facilities on campus except the Apocalypse Room in Atwood Memorial Center.
Smoking is limited at exits and entrances of campus buildings.

4.32 ALCOHOLIC BEVERAGES

The sale or service of alcoholic beverages on campus is permitted during the term of the contract only with the
explicit approval of the president of the University. The sale or service of alcoholic beverages on campus and off
campus shall be governed by University procedure and the MnSCU Board of Trustees Policy 5.18 Alcohol
Beverages or Controlled Substances on Campus.

4.33 PARKING

Contractor parking spaces shall be obtainable on campus on a first come first served basis for a fee paid
directly to the University in accordance with campus policy.

4.34 PRICE ADJUSTMENTS

1. Pricing and Price Adjustments

Prices submitted in the proposal document shall be the prices put into effect for the first year of the
contract. After the first contract year, requests for price adjustments for the ensuing year will be
considered by the University no later than October 1 for the contract board program and March 1 for
retail and catering operations. When there is an emergency situation, temporary price adjustment
requests will be considered for those items where a dramatic cost differential exists. Also see sections
5.3, 6.12, 6.13, and 7.4.

2. Increase Factors

Request for price increases in any area must be accompanied by as many of the factors listed below
as are applicable:
Menu item(s) impacted;
Changes in menu, points-of-service, additions or levels of service provided which have been previously approved by the University;
Verification/substantiation of any other cost factors through submission of supplier invoices over the previous six-month span;
Current/anticipated product cost;
Current/projected number of items sold per day for retail operations;
Current/anticipated participation; and
Comparison to retail operating situations in the geographic area. (It is acknowledged that prices may be slightly higher in the larger metropolitan areas).

3. Barometer base

Request for increases in the per meal rates and flex meal exchange rates for the board plan meals will be based upon the following local, state and national barometers:

- The U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast should be used to justify the increase in food cost; and
- U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories should be used to justify the increase in labor costs. In addition, increases in tax rates affecting labor costs.

4. Non-Emergency Pricing

All regular (non-emergency) pricing/rate increases go into effect between the summer and fall term.

5. Emergency Pricing

All temporary/emergency price increases go into effect one week after their approval. These emergency price increases will be reviewed monthly, and at the point that the emergency no longer exists, prices will be reduced to the approved annual price.

4.35 FINANCIAL REQUIREMENTS

1. Taxes

The Contractor shall pay any and all applicable tax attributable to the dining service operation. The Contractor shall be responsible for collecting and remitting any applicable sales, property, use, or meal taxes.

All prices will include applicable sales tax. Contractor will be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations. Contractor will hold harmless and indemnify the University from and against all or demands arising out of Contractor’s failure or refusal to collect and remit taxes applicable to its activities.

2. Control Systems

The Contractor will exercise maximum security control over all cash, charge and sales transactions. The University will not be responsible for theft or loss of the Contractor’s cash or property. The Contractor will use cash registers which will communicate with the software package used to manage the food serves program and with readers which accept the University Campus Card (Blackboard).

3. Checks

The Contractor will work with the University to establish policies and procedures that will allow the
Contractor to accept checks for the amount of purchase.

4. Campus Card

1. The University’s Campus Card Program includes a debt/stored value system. The Contractor will be wired to each point-of-sale for the Campus Card. The Contractor is required to participate in this program.

2. Contractor will be required to purchase or lease point-of-sale equipment from the Campus Card Office as sole point-of-sale. All cash receipts from the sales of merchandise shall be recorded on the Campus Card equipment. Contractor will bear the initial purchase cost and maintenance agreement costs or lease the equipment for $200/month for each point-of-sale.

3. The Campus Card Office oversees all Campus Card activities. The Campus Card Office will furnish a report of gross sales and tax to the Contractor monthly. A transaction fee of 1% will be offset/billed for Campus Card transactions.

5. Credit/Debit Cards

Contractor shall provide credit/debit card service at each point-of-sale.

6. Credit

The Contractor will operate on its own credit, with no advance payments from the University.

7. Control Procedures

Describe in detail:

1. The method and forms intended to be used for handling cash, including procedure for holding funds overnight and transporting funds to bank, recording, checking and reporting cash and sales;

2. A description of accounting, audit and control systems and procedures, including any forms to be used. Procedures must address cash accountability, purchasing, receiving, storage and inventory control. Note whether or not the University will receive copies of audit reports;

3. A definition of company’s fiscal year and accounting periods. A statement concerning willingness and ability to meet financial specifications detailed in this RFP; and

4. Interaction with campus card program.

8. Record Retention

All records must be retained by the Contractor, and accessible to the University for a minimum of six (6) years from the end of the contract. The University reserves the right to audit any aspect of the food service cycle, as performed by the Contactor. Therefore, the Contractor shall keep full, timely and accurate records in accordance with generally accepted accounting practices.

9. Right to Audit

The books, records, documents and accounting procedures and practices of the Contractor relevant to this Contract shall be subject to examination by the University, MnSCU internal, Revenue Fund’s external, and Legislative auditors. If necessary, these may be made available at the Contractor’s nearest district office. Thus the Contractor shall:
• Provide the University and/or its auditors reasonable facilities for the examination and audit of the books and records;
• Make such returns and reports as required;
• Attend and answer under oath all lawful inquiries;
• Produce and exhibit such books and records as may be desired to be inspected; and
• In all things, cooperate with the University and/or its auditors in the performance of its duties.

10. Contractor Independent Audits

The University shall be informed annually by the Contractor of the schedule of audits of the Contractor’s records and operations. The University shall receive a report of any findings which materially affect the University.

11. Accounting Period

The University is on a monthly business cycle with a fiscal year of July 1 through June 30. The Contractor shall supply financial data according to this cycle.

12. Annual Budget Forecasts

The Contractor will be required to provide campus budget forecasts and targets which are in line with the University’s fiscal year.

Annual variances in excess of $1000 and/or 1%, which ever is greater, must be explained in writing when the price/fee increase requests are submitted for the contract board program.

All budgets must be presented by venue with a consolidated system-wide summary statement in the format provided at the end of section 4. The Glossary of Terms is also provided at the end of section 4. These definitions shall be used as a guideline to itemize revenues and expenses.


The Contractor shall provide the University with a complete set of financial statements no later than the 20th day following the last day of each accounting period. Monthly financial statements shall be presented in format similar to the format provided at the end of section 4. A Glossary of Terms is also provided at the end of section 4. These definitions shall be used as a guideline to itemize revenues and expenses. The statements shall show budgeted and actual sales and/or operating results for the current period, previous period and year-to-date.

Cash register tapes by day and by register shall be accessible to the University but need not be submitted as part of the monthly financial statements. Causes and appropriate documentation of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements.

14. Minimum Monthly Financial Statements

The following operating statements by type and unit of service shall be required:

• Contract Board Services
• Cash Operations (cafeteria, snack bar, bake shop, etc.)
• Branded Concepts
• Catering Sales
• Conference Sales
• Other Sales (e.g. federal programs, day care)

15. Other Monthly Financial and Operational Reports
All other monthly financial and operational reports and supporting data shall also be prepared in accordance with or close to the format recommended in the Uniform System of Accounts for Restaurants, 1996 Edition. These reports shall include, at minimum, the following:

Contract Board

- Number of students participating per meal, per contract type; and
- Number of non-contract customers per meal.

Retail/Branded Concepts:

- A summary of gross sales and sales tax;
- Customer count by meal period (breakfast, morning break, lunch, afternoon break, and evening);
- Average check (sales divided by customer count);
- Per capita sales (sales divided by the total number of students and staff on campus); and
- Sales mix (sales breakdown by breakfast items, snacks, entrees, sandwiches, grill items, beverages and deserts).

Catering:

- Sales;
- Number of events; and
- Estimated number of customers.

Upon request of the University, the Contractor shall meet with the University and review each operating statement, explain deviations, discuss problems and mutually agree on courses of action to improve the results of the required services included in the contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

16. Other Reports

In addition to the above, the Contractor will provide such special reports and analysis covering its operations under the contract as may be requested by the University.

17. Revenue Projections

Submit projected revenue for all venues by month and for fiscal year

Board Operations
Retail, by Unit
Branded Concepts
Catering

18. Pro Forma Annual Financial Statements

Submit separate pro forma annual financial statements for years one and two of the contract. See Glossary of Terms and format required located at the end of Section 4.
Glossary of Terms:

ADMINISTRATIVE & GENERAL EXPENSES
The expenses included in this account are those necessary to operate the business but which are not directly related to the service of the customer. Included are office supplies, postage, telephone, data processing, dues and subscriptions, traveling expenses, general insurance, commissions on charge cards, cash shortages, professional fees, protective services, bank pickup service and personnel expense. (On the sample pro forma, this category includes all items in 42 to 52.)

AUTO EXPENSE
Lease fees, gasoline, oil, licenses, repairs, rental fees for additional vehicles and other costs of transporting food products. When the food service is all in one building, the costs of leased vehicle versus occasional rental for catering must be clearly identified and the least expensive option selected for that campus. (Line 32)

BOARD SALES
All revenues generated from student, faculty or staff contact meal plans as well as any drop-in non-contract meals paid for in the contract dining facilities. (Lines 7-10)

BRANDED CONCEPTS
Those nationally or regionally known concepts incorporated into the account for a franchise or licensing fee. Sales for these branded concepts must be reported separately from each other and from cash/credit card sales and declining balance sales, even if the brand is part of the retail cafeteria. (Lines 1 to 6 for cash/credit card and 14-18 for declining balance sales.)

CLEANING SUPPLIES
Includes all soaps and chemicals, disinfectants, brooms, and mops required to maintain the facilities assigned to the Contractor. Cleaning supplies should be accounted for as a direct cost of operation (see line 31.)

CLIENT COMMISSIONS
The percentages paid the Universities in accordance with the contract. (59)

CONTRACTOR FEES
The management and administrative fees which the Contractor will charge the Universities. This should include a reasonable return to the Contractor. (61)

CONTROLLABLE EXPENSES
The total of all payroll costs, direct operating, advertising/promotion, utilities, administrative and general, repair and maintenance expenses. (26-57)

COST OF SALES
The total of all food and beverage purchases. Disposable dish-ware, flatware and other "take-out" paper or plastic products should be shown as separate line item under direct operating costs, not as a cost of sales. (21-24)

DEPRECIATION
Only those furniture and equipment items purchased by the contactor for this account may be depreciated against the account. The number should be shown on line 60. This should be accomplished evenly over a five year period and item becomes the property of the University when fully depreciated. Any undepreciated amounts will be bought out if the contractor leaves the account under mutually agreed upon terms. (60)

DIRECT OPERATING EXPENSES
Those expenses directly attributable to the service of the customer to include uniforms; laundry and linen rentals; replacement of linen; china, glassware and flatware; cleaning supplies; paper supplies; menus; contract cleaning; flowers and decorations; auto or truck expense; franchise fees and royalties or commissions; employee transportation, freight (other than that attributable to purchasing food supplies) as well as licenses and permits. (29-37)

FEES/COMMISSIONS
Any franchise fees and commissions paid for Branded Concepts. These costs shall be billed to the Advertising and Promotion budget. (38)
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOOD COST</td>
<td>Based upon beginning inventory plus purchases and express/deliver charges less the ending inventory. Should include coffee, tea, milk, soda fountain supplies. (21)</td>
</tr>
<tr>
<td>GENERAL INSURANCE</td>
<td>All types of insurance not related to employee benefits or extended coverage on the premises or contents would be charged to this account including security, fraud/forgery, fidelity bonds, public liability, food poising, use and occupancy, lost or damaged articles, and partners or officer’s life insurance. (46)</td>
</tr>
<tr>
<td>GROSS SALES</td>
<td>All revenue less applicable sales tax. (20)</td>
</tr>
<tr>
<td>MARKETING</td>
<td>Includes all selling and promotion costs, direct mail, donations, souvenir, favors, advertising, public relations and publicity, and market research (surveys). (40)</td>
</tr>
<tr>
<td>MISCELLANEOUS</td>
<td>All miscellaneous categories must be under $500 or be supplemented with written documentation. (35)</td>
</tr>
<tr>
<td>PAYROLL TAX &amp; BENEFITS</td>
<td>Include all payroll taxes (FICA, FUTA, State Unemployment and State Health Insurance, Social insurance (i.e. worker’s compensation insurance, welfare or pension play payments, accident and health insurance premiums and the cost of employee instruction and education, employees parties, and employee meals.) (27)</td>
</tr>
<tr>
<td>PERSONNEL EXPENSES</td>
<td>Recruiting, training and supervision, health examinations, help-wanted ads, employment agency fees and other costs of obtaining employees. The cost of recruiting and training managers, however, is to be considered part of the management fee paid by the University.</td>
</tr>
<tr>
<td>POSTAGE</td>
<td>All postage, express mail and other mailing costs to be charged to Administrative and General Expenses, except those applicable to advertising. (43)</td>
</tr>
<tr>
<td>PROFESSIONAL FEES</td>
<td>All legal fees and expense other than collection costs, public accountants services, engineering cost should be charged here. (48)</td>
</tr>
<tr>
<td>REBATE</td>
<td>Refers to the percentage of sales paid by the Contractor to the University. Can be interchanged with commission, however, commission is the preferred term. (59)</td>
</tr>
<tr>
<td>RETURNED CHECKS</td>
<td>Any bad checks returned for insufficient funds. (49)</td>
</tr>
<tr>
<td>SALARIES &amp; WAGES</td>
<td>Should include the salaries and wages, extra wages, overtime, vacation pay and any commission or bonus payments to employees. (26)</td>
</tr>
<tr>
<td>UNIFORMS/LAUNDRY</td>
<td>Includes the cost of all uniforms purchases, cleaning and repair to them and badges as well as the cost of laundering table lines, napkins, aprons. (29)</td>
</tr>
<tr>
<td>CAMPUS CARD SALES</td>
<td>Campus card sales will be listed separately. (19)</td>
</tr>
</tbody>
</table>
## Sample Pro Forma Statement

### Monthly Year to Date

<table>
<thead>
<tr>
<th>Sales</th>
<th>Monthly</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
</tr>
<tr>
<td><strong>Sales</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1  Unit Name - Cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2  Unit Name - Cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3  Unit Name - Cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4  Unit Name - Cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5  Credit Card Sales</td>
<td></td>
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</tr>
<tr>
<td>6  Cash Sales Subtotal</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7  Garvey Commons Board Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8  Declining Balance - Garvey</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9  Casual Meals - Garvey</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 Board Revenues Subtotal</td>
<td>0</td>
<td>0</td>
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<tr>
<td>11 On Campus Groups</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 Summer Conferences</td>
<td></td>
<td></td>
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<tr>
<td>13 Catering Subtotal</td>
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<td>0</td>
</tr>
<tr>
<td>14 Unit Name - Declining Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 Unit Name - Declining Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 Unit Name - Declining Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 Unit Name - Declining Balance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 Declining Balance Subtotal</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>19 Campus Card Sales - Atwood</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 Gross Sales</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>21 Board</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22 Branded Products</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23 Catering</td>
<td></td>
<td></td>
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<tr>
<td>24 Total Cost of Sales</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>25 Gross Profits</td>
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<td>0</td>
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### Controllable Expenses

<table>
<thead>
<tr>
<th>Controllable Expenses</th>
<th>Monthly</th>
<th>Year to Date</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td>26 Payroll</td>
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<tr>
<td>27 Payroll Taxes and Benefits</td>
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<td></td>
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<tr>
<td>28 Total Labor Costs</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>29 Uniforms/Laundry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 Kitchen/Caf. Supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31 Cleaning Supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32 Auto Expense</td>
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<td>33 Licenses/Permits</td>
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<td></td>
</tr>
<tr>
<td>34 Replacements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35 Misc. Operating Exp.</td>
<td></td>
<td></td>
</tr>
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<td>36 Flowers</td>
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<tr>
<td>37 Direct Operating Expense</td>
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<tr>
<td>38 Fees/Commissions</td>
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</tr>
<tr>
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<td>Entertainment</td>
<td>Marketing</td>
</tr>
<tr>
<td>---</td>
<td>--------------</td>
<td>----------</td>
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<tr>
<td>41</td>
<td>Fees and Marketing</td>
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<td>42</td>
<td>Office Supplies</td>
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<td>43</td>
<td>Postage</td>
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<td>44</td>
<td>Telephone</td>
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<td>45</td>
<td>Travel</td>
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</tr>
<tr>
<td>46</td>
<td>General Insurance</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Cash Over/Short</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Professional Fees</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Returned Checks</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>Management Meetings</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Transferred Services</td>
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<tr>
<td>52</td>
<td>Administrative and General</td>
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<td>53</td>
<td>Maintenance Services</td>
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<td>Equipment Repairs</td>
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<td>Repairs and Maintenance</td>
<td>0 0 0 0</td>
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<tr>
<td>56</td>
<td>Utilities</td>
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<tr>
<td>57</td>
<td>Total Controllable Expenses</td>
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<tr>
<td>58</td>
<td>Gross Profit After Controllables</td>
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</tr>
<tr>
<td>59</td>
<td>Commissions to Client</td>
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<td>60</td>
<td>Depreciation</td>
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<td>61</td>
<td>Corporate Administrative Fees</td>
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<td>Total</td>
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</tr>
<tr>
<td>63</td>
<td>Net Profit</td>
<td>0 0 0 0</td>
</tr>
</tbody>
</table>
Section 5  RETAIL OPERATIONS SPECIFICATIONS

5.1 DEFINITION

The Contractor shall provide meal, snack, beverage and other services for cash to students, faculty, staff and guests as required in designated locations at the University. Such retail operations shall include, but not be limited to snack bars, delis, pizza parlors, bake shops, food carts, table service restaurants and coffee bars.

5.2 MARKETING/MERCHANDISING/PROMOTION

1. Retail Marketing Effort

The Contractor shall continually initiate ideas for varied methods of service, merchandising, public relations, promotion and menu presentation in all operations to increase usage, improve service and products and maximize potential revenues. Such endeavors shall be implemented in a manner typical of successful commercial operations.

2. University Events/Holidays

The Contractor shall participate in major University events and holidays by offering appropriate Dining Service specials that complement these events, including dining room and service area decorations. This service must be cognizant of the many holidays recognized by the University’s diverse population. The University, through various student organizations, holds 12-16 “cultural” or international nights where authentic ethnic cuisine is a key part of the evening, with 200-600 in attendance. It is very important the Offeror be flexible enough to work with students and their associates to acquire the appropriate ingredients to prepare and serve these events.

3. Contractor Special Promotions

In addition, the Contractor shall have promotions and special events of its own no less than twice a month. The University shall work with the Contractor on a regular basis to plan and implement the “specials” for events sponsored both by the University and the Contractor.

5.3 MENUS/PRICING/PORTIONS

1. Initial Menus/Prices/Portions

Prior to commencement of the contract, the proposed menu, including item, portion and price, and the serving schedules shall be approved in writing by the University. These prices and schedules shall serve as a guide for other items not specifically included in the initial proposal. Retail prices shall be competitive with comparable menu items served by local commercial food operators and by other educational institutions. The Contractor shall comply with the approved guide for menu, prices, portions and serving schedule. Any subsequent request for change shall be submitted in writing to the University prior to implementation.

2. Individual Client Needs

Attention shall be given to the offering of menu selections as they relate to a diverse campus clientele and the diet and nutritional concerns of customers.

3. Pricing Increases

Price increases shall be permitted in accordance with Section 4.34.

In special circumstances, consideration for price adjustments will be given at other times of the year. In the event of a major seasonal price fluctuation, the University may approve a temporary
surcharge until such times as prices for a given item(s) stabilize. Such market condition adjustments shall revert to the original price once the product returns to a product cost within 2% of the cost prior to the adjustment.

5.4 HOURS/LEVELS OF SERVICE

The hours of service agreed to during the negotiation process, which will meet the changing needs of the students, will be agreed to in writing and shall be the approved hours for the first academic term.

1. Changes in Hours/Levels of Service

The volume of business as indicated by promotional efforts, resultant cash register tapes, and customer feedback information, shall be considered in the decision as to whether the hours of service shall be changed to increase sales and service. Any subsequent request for change shall be submitted in writing and be approved in writing by the University prior to implementation.

5.5 CASH MANAGEMENT

The Contractor shall exercise maximum control over all cash, charge and sales transactions and recommend conditions and equipment which may be needed to maintain this control.

5.6 BRANDED CONCEPTS

The Contractor shall provide its corporate “Branded” Concepts free of franchise and/or license fees.

1. Type/Number of Brands

The Contractor is encouraged to offer national Branded Concepts as deemed financially feasible and agreeable to the University. At a minimum, the Contractor shall provide the same or an equal number of Branded Concepts currently in operation.

2. New Concepts

Respond to the attached student feedback survey with possible new national Branded Concepts.

3. Continuation of Branded Concepts

Once Branded Concepts have been installed in the University, they shall remain in place as long as the demand for the products supports the cost of providing it.

4. Equipment for Branded Concepts

Equipment provided for Branded Concepts support shall be the responsibility of the Contractor. In the event that the contract it terminated (unless the termination is for cause) before the contractor has completed equipment amortization, a new contractor will be responsible for the balance of the cost.

5. Branded Incentives

The Contractor will honor coupons, national commercial spots, “dollar menus”, etc. as added incentive for students to remain on premises for dining.

5.7 CONCEPTS

Submit a conceptual proposal for each retail operation that Offeror is proposing to operate. This proposal should include any brands, style of service, menu stations, décor packages/themes, and anything else that
will help the committee understand what your company will do to assure a quality food service program marked by value, flexibility and creativity.

1. Retail Operations

For all retail operations Offeror proposes, the conceptual proposal must include:

- Brands (products or concepts);
- Menus with prices and portions;
- Hours of operation and variations that meet changing needs of students;
- Grab and go items;
- Décor treatments/themes;
- Other amenities;
- Weekly staffing chart with total annualized full time equivalent employees including all onsite management allocation;
- Projected revenue and expenses; and
- Vegan and vegetarian options

5.8 RETAIL COMMISSIONS

1. Commission Proposal

Submit a fixed percentage of net sales (gross less sales tax) from all retail operations as a commission. Sales from each type of retail operation shall be reported both separately and in combined form for each accounting period.

Commissions shall be proposed as a percentage of cash and charge sales less applicable sales tax for the:

- Retail Operations
- Branded Concepts* (list separately if different percentages apply)
- Bonus Points and/or Flex Dollars

*Note: Branded concepts are regional or nationally recognized brands incorporated into the program for a franchise or licensing fee. Sales from these concepts will be reported separately. Branded concepts are not “house” or concepts exclusive to the Offeror.

2. Payment

Commissions shall be paid to the University in the period they are earned and charged and not on the collection date. The Contractor shall not be reimbursed for commissions paid on uncollected accounts. Payment of commissions related to all retail, catering, conferences and non-contract sales shall be made to the University by the Contractor on or before the 20th day after the last day of the previous accounting period.
Section 6  CONTRACT BOARD MINIMUM SPECIFICATIONS

6.1 CONTRACT BOARD OPERATIONS

The University is interested in a board or contract plan that is attractive to students and sustains high satisfaction levels throughout their time on the board plan. The University recognizes that college students lead busy lives and is interested in providing a dining service program to as broad a segment as possible through a variety of options that will exceed students’ expectations, such as the convenience and flexibility of grab and go items and a “cashless campus”. Ideally, the board plan offerings would be an inducement to live and dine on campus because of its perceived value.

The current plan options are described in the Attachment. It is required the Contractor furnish as a base a proposal for a continuation of these plans. The following descriptions are based on our present offering of an all-you-can-eat dining facility with meal equivalency and flex dollars.

By way of the RFP process, the University is seeking proposals for more progressive or innovative services that will increase student satisfaction, revenue, and effectively use the available facilities, while simultaneously developing and preserving a sense of community within the residence halls.

6.2 MINIMUM SELECTIONS

Where applicable to an all-you-care-to-eat dining facility, the Contractor will adhere to the minimum selections provided in the Attachment. Any exceptions must be approved in writing in advance by the University.

6.3 MINIMUM PORTIONS (cooked weights and edible portions)

1. Roast meats, boneless chops, steaks, boneless chicken breasts, turkey and cutlets: 3 oz.
3. Fish: 3 oz.
4. Meat substitute, extenders, casseroles, etc.: 6 oz.
   (1) Filler for sandwiches (meal salads): 3 oz.
   (2) Meat or substitute for meal items (pizza): 4 oz.
5. Chicken, fryer or broiler, cut from a 2 ½ lb. dressed weight (quartered) ¼ ea.
6. Cold meats, served as entrée or part of sandwich. All luncheon meats to have prior approval of the University for acceptability: 3 oz.
7. Breakfast meats: 2 oz.
   (1) Sliced Bacon: 4 slices
8. Frankfurter (8 per pound), all-beef, and turkey: 2 oz.
9. Meat Loaf (to contain 15% maximum extenders, no soy extender): 5 oz.
11. Chicken Patties (all white meat): 3 oz.
12. Casserole (to contain minimum amount of meat): 3 oz.

Whole meat for the dinner meal will include roasts, chops, chicken, etc. At a minimum, fish will be an appropriate substitute for the whole meat requirement one (1) night per week. This is not intended to restrict more frequent selections of fish. Chopped formed patties, frequently called steaks, will not satisfy the whole meat requirement.

6.4 MENU CYCLE

A five (5) week cycle with one 8-day week shall be used in contract board plan dining services. Particular attention should be directed to weekend menus which will not consist of leftovers or an abundance of convenience items. Menus shall be reviewed at least twice-a-year with the University and revised to take into consideration seasonal availability and customer acceptance. Changes to the published menu should be kept to a minimum and should occur only because of equipment breakdown, delivery shortages, or other rare unforeseen conditions. A summary of changes will be provided monthly to the University Liaison.
6.5 SERVINGS

Students who have a board contract shall have unlimited servings on all food and beverages except premium entrees served at most “premium meals.” At least once per semester, with agreed upon menu, there shall be seconds on the entire premium meal. The type of service shall be self-service for many of the food and beverage stations. Students shall be served in a manner not to discourage participation. Food and beverage portions shall be the same size and quality throughout the serving schedule so that the “seconds” portions served shall be the same as initial portions served.

Every effort will be made to have posted daily specials (entrees and other items on the cycle menu as opposed to items offered every day such as hamburgers) available throughout the entire meal period.

6.6 BOARD DINING HOURS

1. To meet the changing needs of students, as minimum, dining service hours for Monday-Thursday shall fall between 7:00 AM and 7:00 PM with the specific times determined by each University based on class schedules or other considerations. Friday, Saturday and Sunday hours will be negotiated.

2. The hours for continental breakfast, late lunch, and evening service will be negotiated and proposals with such options are encouraged.

6.7 SPECIAL EVENTS AND SERVICES

1. Contractor Initiated Special Meals

   1. A variety of services, programs and special meals and treats shall be provided to students on board contracts, shall be included in the initial per person/per board contract cost, and shall be at no additional expense to the students or the University.

   2. The Contractor is encouraged to provide a variety of “treats” which are designed to be educational and social as well as relieve monotony. At a minimum, these events should occur twice a month throughout the academic year. These may be in the form of exam treats, exam week midnight breakfast, premium entrees (i.e. steak, shrimp), theme parties, ethnic meals, barbecues, and other creative events. There should be no extra charge for these events and they should occur both on weekdays and weekends throughout each term.

   3. Any services provided by the Contractor, except the meals authorized in the University’s approved dining service calendar and served to customers on board contract, shall be classified as “Special Events and Services.” However, this shall not include picnics, “pizza feeds,” and similar events provided at customer request in lieu of regular scheduled contract meals.

2. University Initiated Special Request Meals

   1. The University or approved group may request a special meal service from time to time. Those events are to be requested seven days in advance and shall be held in accordance with the policies and procedures developed by the University and presented in the Attachments.

   Those events may include but are not limited to the following:

   • Picnics;
   • Pizza Parties; and
   • Floor/House Dinners
6.8 SPECIAL STUDENT NEEDS

1. Special Diets

The Contractor shall provide special diets for students when approved in writing by the designated University Liaison. The Contractor’s dietitian shall assist the University Dining Services and shall not exceed the contract cost based on the daily rate.

2. Room Trays

Arrangements for room trays shall be by mutual agreement between the University and the Contractor. Disposable containers and flatware shall be used.

3. Take-Out Meals

A take-out (lunch or dinner) meal shall be made available All requests must be submitted 24 hours in advance. Special meals shall be made available for vegetarians, vegan or others on special diets. A take-out meal must include at least a solid meat sandwich or appropriate vegan or vegetarian protein option, carrot and celery sticks, fresh fruit, bag of chips, beverage and cookies or bars. Menus must vary, especially for those customers who have a standing order. Standards for meats and cheeses shall meet the same minimum standards as deli offerings. If standing requests for take-out meals per day exceed a mutually agreed upon number, the Contractor shall provide a take-out meal bar during breakfast hours so that affected students may assemble their own take-out meal.

4. Campus-To-Campus Meal Transfers

Contract board customers may transfer meals at no extra charge, to another account only so long as the same Contractor operates both campuses. The student must request a transfer from the local Dining Service Director 48 hours in advance.

5. Athletics

Take-out meals and, where applicable, campus-to-campus meal transfers shall be provided at no extra cost for student athletes who hold a board contract at one of the residential MnSCU universities operated by the same Contractor. Pre-season and pre-game meals shall be negotiated between the University and the Contractor.

6. Pre-Term Meals

When student personnel or athletes are on duty or in training just prior to the beginning of fall or spring terms, meals shall be provided. The University has increasing demands for pre-term meals for populations such as entering freshmen, international students, athletes and student personnel. The Offeror is encouraged to submit a proposal for this category of service.

7. Food Fasts

The Contractor shall cooperate in up to two (2) fasts per year. Fasting projects are sponsored by the University for a specific charity. The amount resulting from voluntary reduced participation of contract board diners on a given day are donated to the University’s chosen charity.

6.9 CONCEPTS

Submit a conceptual proposal for each contract board that Offeror is proposing to operate. This proposal should include any brands, style of service, menu stations, décor packages/themes, and anything else that will help the committee understand what your company will do to assure a quality food service program marked by value, flexibility and creativity.
For the contract board operations Offeror proposes, the conceptual proposal must include:

- Cycle menus to include all serving stations, e.g., hot food, deli, grill, salad, dessert, etc. Vegetarian and vegan entrees should be identified and sample recipes provided. List all items to be baked on premises and any exceptions;
- Meal plan options (i.e. A concise number of forms or combinations of traditional, block meal plans, flex meals, declining balance);
- Grab and go;
- Brands (products or concepts);
- Hours of operation that meet changing needs of students;
- Service style;
- Pace changers/special events/monotony breakers (including type and frequency);
- Décor treatments (emphasis on school pride and spirit desirable);
- Serving stations/themes;
- Weekly staffing chart with total annualized full time equivalent employees including all onsite management allocations; and
- Projected revenue and expenses (These projections will allow the University to consider the impact of various options in the proposal)

6.10 SUMMER BOARD AND CONFERENCE REQUIREMENTS

1. Summer Board Contract Program

A summer board contract program will be implemented by the University for residential occupancy and weekly summer conference participation. The cost of the service should be included in the proposal based on information provided in the Attachment. Changes in occupancy and conference activity may be negotiated between the University and the Contractor.

2. Proposed Rates

Annually, upon request, the Contractor shall provide proposed rates for summer conferences to the University by October 1 for the ensuing year. If requested by the University, periodic meetings shall be held throughout the year to determine the pricing format, services desired, conference schedules, numbers, dates, desired feeding locations and any other pertinent information.

3. Menus

Menus may be varied to suit the clientele, but the meals shall be provided with services, food preparation and presentation at a level of quality at least equal to that of the regular academic year.

6.11 BILLING AND PAYMENTS

1. Board and Summer Conference Payment

The University shall be responsible for collecting contractual dining service fees from students and other customers. Uncollected debts shall not diminish payments owed to the Contractor by the University. The Contractor shall be responsible for cooperating with the University to assure collection of fees by placing a “hold” on those contracts for which the debt has not been cured. The University shall be responsible for providing the Contractor with timely and accurate information about such matters.

1. Board Plan Serving Days

By September 1 of each year, the University shall provide the Contractor with a calendar of the number of days/meals the Contractor is to provide by academic term in the ensuing year.
2. Master List

At the beginning of each academic term, the University shall provide the Contractor with a master list of all persons authorized to be on each meal plan. The University shall provide the Contractor with a weekly updated list which includes all current contracts, new contracts, program cancellations and withdrawals.

3. Updates

Where applicable, depending upon the type of meal plans, the weekly update shall be used by the Contractor to bill the University for the number of persons on contract for the full and partial serving days that week.

2. Adjustments in Contract Board Plans

Credit, cash, refunds or billing adjustments to the University for missed meals will not be required of the Contractor for those persons regularly participating in a contract board program. The Contractor will be required to make refunds to those persons who begin participating in the program and subsequently cancel the program or withdraw from the University during the contract period so long as that withdrawal meets the University’s withdrawal procedures.

3. Partial Board Day Allocations

Contract board charges shall be billed on a per day rate, per type of meal plan. Payment for partial days served shall be as follows:

- Breakfast- Daily rate multiplied by .200.
- Brunch/Lunch- Daily rate multiplied by .350.
- Dinner- Daily rate multiplied by .450.

4. Invoice/Payment Schedules

The Contractor shall, within twenty (20) days following the close of each accounting period, submit an invoice to the University for the contract board charges for the period. The University shall make a remittance within thirty (30) days of receipt of the invoice.

6.12 BOARD PLANS/PRICING

1. Meal Plan Proposals

Submit pricing/costs for each of the meal plans Offeror proposes. The Offeror is encouraged to be innovative in these proposals to meet students’ needs. The meal plans should be developed in concert with expected product mix in various venues to assure high participation and efficient use of facilities. The pricing plan should include a daily cost for more traditional plans as well as a cost per semester along with any regulations with regard to meals used per day/week, and policies regarding meals remaining at the end of a week, term or academic year. See section 4.34 for additional information.

2. Existing Meal Plan

Submit pricing for the existing meal plans. This will serve as the benchmark for evaluating the price proposals.

3. Alternative Meal Plans

Propose any one or a combination of the following meal plans. Offerors are encouraged to be
creative.

- **Traditional “Meals Per Week” Meal Plans**

  When a Contractor proposes a traditional meal plan, it must provide a fixed daily rate per person for that plan. The fixed daily rate for each of the fixed meal plans shall be provided on a sliding scale for differing levels of participation (in increments of no less than 50 students). For block plans the rate should be based upon the meal used (breakfast, lunch, or dinner).

- **“Block Meal Plans”**

  Each Contractor may propose Block Meal Plans (i.e. a fixed number such as 60, 90 or 115 meals per semester) it believes would meet the needs of a specific campus. The contract holder should be able to feed guests plus self at a single meal.

- **Declining Balance**

  Contractors may propose a declining balance plan. Any declining balance plans should include the minimum buy-in amount that could be used for either cash or contract operations. Indicate the amount of “points” that would be issued for a fixed dollar amount. i.e. $400 buys $450 in points or $100 buys $110.

- **Other Meal Plans**

  Contractors may also describe and project prices for any other optional contract meal plans that the Offeror thinks would fit the campus. These might include flex meal plans, meal equivalencies or other plans.

6.13 **GATE PRICES**

Propose gate prices for transient (casual) meals for the first year as follows:

- Breakfast
- Continental Breakfast
- Lunch
- Dinner
- Special Meals
- Children

See section 4.34 for additional information.

6.14 **NON CONTRACT BOARD SALES COMMISSION**

Propose a commission that would be paid to the University for revenue derived from all non-contract sales (sales to persons not on a meal plan) in a board operation. These commissions may be proposed separately for each venue depending where the products and services are provided.
Section 7  MISCELLANEOUS

7.1  CATERING SPECIFICATIONS

The Contractor often contributes to the University’s ability to foster positive relations with various constituencies who help nurture and support the institution. These may include campus groups, off-campus groups, community leaders, visitors, legislators and University benefactors. Thus, it is important that catered functions for these groups be of the highest professional standards featuring quality service and appropriate ambiance.

1. Types of Service

The Contractor shall provide a catering program for University-approved functions such as receptions, banquets, private parties, refreshment service, carry-out service and other special events. The catering program should reflect the diverse needs of students, faculty, staff and administrators in its service and menu. Existing policies which determine the scope of the University-sponsored functions shall determine the catered events included in the terms of the contract.

Catered service procedures, operational requirements, and menus shall be comparable to, or at least as good as, those currently in effect. The Contractor shall provide a range of catering services that take into consideration variables such as presentation, staffing level, size of event and location.

2. Catering Guides

A proposed catering guide to menus, prices, portion servings, catering policies, minimum, additional charges, etc., shall be submitted to the University. A separate catering guide focused on student groups and organizations shall also be provided. The catering guides must be reviewed and approved by the University. Copies of the catering guides shall be posted on the website, as well as printed in sufficient number and distributed between summer and fall terms. The Contractor shall be responsible for cost, production and distribution.

3. Current Commitments

The Contractor shall honor the specific commitments of menus, prices, commissions and other arrangements made by the incumbent contractor, and known by the University, for catering service prior to the beginning of a new contract.

4. Quarterly Catering Meetings

The Contractor shall meet a minimum of a quarterly basis with the University to evaluate the catering program and, as necessary, make revisions to improve overall service.

5. Menus and Prices

Menus and/or price adjustments shall be negotiated between the University and Contractor. Proposed adjustments shall be submitted to the University by March 1 and any agreed changes shall become effective between the summer and fall terms on each campus. See section 4.34 for additional information.

6. Scheduling Catering Space

The University shall control the space commitment and scheduling of authorized University catered events.

7. Event Arrangements

The Contractor shall consult on and coordinate the menu, details of services required, and advise on
effective program arrangements with the individual or department requesting catering service.

8. Staffing Levels

Unless administered by the University, the Contractor shall provide a sufficient number of qualified and trained staff to service the events, take and process catering orders, respond to inquiries, and handle all aspects of a quality catering program.

9. Catering Manager

The Contractor shall identify one of its staff members, who has training for this type of service, as a catering manager responsible for all aspects of catered events. This person’s other duties should not conflict with these responsibilities.

10. Event Admissions Control

The Contractor shall be responsible for control of admissions and collection of tickets for catered events where required.

11. Catering and Special Events Billing

Billings and collections for special events and catering shall be made by the contractor. At the end of each year of the contract or on expiration of the contract, any unpaid accounts that are deemed uncollectible shall remain the liability of the Contractor.

12. Billing Non-University Clients

The Contractor shall be responsible for billing and collecting amounts due from non-University groups, except where the University, Contractor and other parties agree otherwise in writing.

13. After Event Clean-Up

All catering equipment and supplies must be removed within 2 working hours after the ending of the event.

14. Catering Plan Proposal

Submit a catering plan Offeror proposes, to include:

1. Sample menus;
2. A complete portions/prices for service;
3. Systems that assure that events will receive quality food, optimum service in a timely manner;
4. Number of serving personnel per customer for different types of events (reception, buffet and sit-down dinner);
5. Sample brochure and marketing materials for similar accounts;
6. Sample event planning/billing forms(s);
7. Sample follow-up evaluation program with the event organizers; and
8. Other pertinent data.
7.2 CAMP AND CONFERENCE CATERING
Submit a plan to provide food service for summer camps and conferences to include:

1. Sample menus
2. Pricing
3. Staffing

7.3 SNACK BARS, CART OR OTHER SERVICES

1. Optional Venues

   The University is open to proposals to offer service at other campus locations so long as the operation is self-sustaining. Feel free to propose additional locations and concepts that Offeror believes will provide a self-sustaining service to the students, faculty and staff of the University.

2. Optional Proposals

   For any unique snack bars, carts or other services not currently in place on campus Offeror must include:

   1. A detailed description of the concept/venue;
   2. A list of products/menu items;
   3. Prices and portion sizes;
   4. Hours of operation that meet the changing needs of students;
   5. Cost to implement;
   6. Staffing chart with total annualized full time equivalent employees including all onsite management allocations; and
   7. Projected revenue and expenses

3. Optional Vendors

   The University is interested in exploring additional opportunities to bring different foods to campus, such as including short term/temporary arrangements with local vendors to serve on campus with their unique products—for example ethnic foods or non-franchised local favorites. Propose such opportunities.

7.4 FINANCIAL PROPOSAL

Propose commissions (see section 4.34 for additional information) as a percentage of cash and charge sales less applicable sales tax for:

- Catering Sales
- Conferences and Workshops
- Camps