

REQUEST FOR PROPOSALS NO. 13-031		
ARKANSAS TECH UNIVERSITY Purchasing Department Young Building East End 203 West O Street Russellville, AR 72801-2222	PROPOSALS MUST BE SUBMITTED IN A SEALED ENVELOPE/BOX WITH THE RFP NUMBER, OPENING DATE AND TIME SHOWN ON THE OUTSIDE. <i>FAXED RESPONSES WILL <u>NOT</u> BE ACCEPTED.</i>	
RESPONSE DUE BY: March 29, 2013		TIME: 3:00 p.m.
ALL VENDORS		For additional information, contact Jessica Holloway, Purchasing Program Manager. Tel: 479-968-0269 Fax: 479-968-0633
Respondents will be required to complete the following forms: Contract and Grant Disclosure and Certification Form EEO Policy Letter Illegal Immigrant Certification Form Forms are available on our web site: http://www.atu.edu/purchasing/bids.shtml .		
DESCRIPTION		
<p>Arkansas Tech University is soliciting proposals for FOOD SERVICE OPERATIONS at the Ozark Campus as per the following specifications.</p> <p>A Pre-Proposal Meeting is mandatory. See Page 3 for details.</p> <p>Respondent is responsible for checking the web site for any addenda. http://www.atu.edu/purchasing/bids.shtml In left-hand menu, select "Current Bids, RFP's and RFQ's."</p> <p>Sections of this RFP are:</p> <p>Part 1 – Scope and Background Part 2 – General Terms and Conditions Part 3 – Successful Respondent's Requirements Part 4 – ATUOC's Responsibilities Part 5 – Project Requirements Part 6 - Proposal Submission</p>		

PART 1 – SCOPE AND BACKGROUND

SCOPE:

Arkansas Tech University - Ozark Campus (ATUOC) is requesting proposals for **Food Service Operations** as per the following specifications. The contract is to be effective from May 15, 2013, through May 14, 2014, with an option to renew on an annual basis for six (6) additional years. Either party may terminate the contract at the end of the initial period. Written responses will be considered if received by 3:00 p.m. March 29, 2013. Proposals received after that date and time will not be considered.

The Food Service Operation will be *exclusive of vending machines* and is for the Dining in the Alvin F. Vest Student Union. Other locations on campus may be added as deemed necessary and in the best interest of the University.

The Alvin F. Vest Student Union, including the Dining Facility, was constructed using proceeds of tax-exempt bonds. Any contract for food services must be a “qualified management contract” under the applicable tax law.

The successful contractor will design a Food Service program and ~~describe a philosophy of service~~ that will enhance the students' quality of life and contribute significantly to the total educational experience. The following minimum specifications are intended to preserve the integrity of the University's Food Service Operation and are not to restrict creativity or competition. Respondents are encouraged to propose practical, innovative programs for the students.

BACKGROUND:

Arkansas Tech University – Ozark Campus (ATUOC) was formerly the Arkansas Valley Technical Institute (AVTI). The Institute merged with Arkansas Tech University on July 1, 2003.

ATUOC consists of one campus in Ozark, Arkansas, that serves commuting students by providing technical and general education to a diverse community of learners. Coursework leads to a range of degrees from Certificates of Proficiency, Technical Certificates, Associate of Applied Science degrees, and an Associate of General Studies degree; as well as a variety of college-transferable credit. ATUOC has an operating budget (educational and general/auxiliary) of approximately \$9.7 million.

This RFP is ONLY for the Ozark campus and is not applicable to other Arkansas Tech University locations.

Enrollment counts are shown below.

Note: There are no student residence halls on the Ozark campus.

Year	FALL			SPRING		
	Full-time	Part-time	Total	Full-time	Part-time	Total
2003	249	58	307			
2004	252	49	301	287	47	334
2005	353	107	460	242	34	276
2006	363	207	570	343	138	481
2007	483	189	672	412	141	553
2008	557	221	778	473	177	650
2009	784	496	1,280	586	206	492
2010	870	766	1,636	770	428	1,198
2011	909	893	1802	861	545	1406
2012	904	1129	2033	823	860	1683

PART 2 - GENERAL TERMS AND CONDITIONS

Proposal Submittal:

Submit an original and four (4) copies of your proposal. Responses are to be submitted to:

Jessica Holloway
ATU Purchasing Department
Young Building – East End
203 West O Street
Russellville, AR 72801

An authorized representative of the respondent MUST sign the original proposal in ink. The four (4) copies may have reproduced signatures. Failure to do so WILL result in rejection of response.

Proposals must be submitted in a sealed envelope/box with RFP 13-031 clearly marked on the outside.

Mandatory Pre-Proposal Meeting:

There will be a mandatory pre-proposal meeting. **Failure to attend a entire pre-proposal meeting will result in rejection of response.** If unable to attend scheduled meeting, please contact Sany Cheffer to arrange visit at 479-667-2117. Respondents are to assemble in the ATUOC Student Services and Conference Center:

10:00 a.m. Local Time Wednesday, March 20, 2013

Vendors will be given an overview of the plans for the Food Service Facilities in the Alvin F. Vest Student Union and a tour of conference facilities.

Vendors may want to measure and review the area during the pre-proposal visit. The University makes no assertions or guarantees pertaining to the measurements or square footage available to the successful respondent.

Questions:

All questions must be submitted by fax or by e-mail to the ATU Purchasing Department and will be addressed within five (5) University business days of submission. **The deadline for submitting questions is 4:00 p.m. local time, March 22, 2013.**

Any questions submitted must reference RFP 13-031. Submit questions to:

Arkansas Tech University Purchasing Department
Attn: Jessica Holloway, Purchasing Program Manager
E-mail: purchasing@atu.edu

Answers will be posted on the ATU Purchasing web site: www.atu.edu/purchasing. All respondents are advised to check the Purchasing web site regularly to get the most current data related to this project. The responses to any submitted questions shall become a part of this RFP and of any resultant contract.

Addenda Acknowledgement:

Respondent must acknowledge receipt of any and all addenda. Failure to do so may result in rejection of response.

Prices Firm:

All proposals shall be guaranteed and binding for a period of not less than ninety (90) days after the proposal deadline (opening date).

Tentative Schedule of Events:

Date	Project Phase
Site Visit / Pre-Proposal Meeting	10 a.m. March 20, 2013
Written Question Submittal Deadline	March 22, 2013
Written Response to Questions	March 26, 2013
Closing Time and Date for Response	3:00 p.m. March 29, 2013
Effective Date of Contract	May 15, 2013

Cost for Proposal Preparation and Campus Visit:

ATUOC will not reimburse respondents for costs incurred in the preparation and submission of proposals nor for expenses related to visiting the campus or providing on-campus presentations related to the proposals.

Completion of Forms and Correction of Errors:

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the response.

Drug Free Work Place:

By submitting a proposal, respondent certifies that, if awarded a contract, they will comply with all applicable Drug-Free Workplace federal, state and local laws and regulations.

Withdrawal or Correction of Proposal:

Proposals may be withdrawn by written notice by the respondent's authorized representative at any time prior to the time and date set for the RFP opening.

Proprietary Information:

All copies of proposals submitted in response to this RFP will become the property of the University (excluding respondent's intellectual property rights) and will be open to public inspection after the proposal opening in accordance with Arkansas laws.

Any information of a proprietary nature that the respondent does not want disclosed to the public or used for any purpose other than evaluation should be on a separate sheet with "Confidential" marked at the top and bottom. The entire response must not be marked as confidential. In the event of a request to inspect or copy any portion of a response identified by the respondent as proprietary or confidential, the respondent will be responsible for establishing that the records fall within an applicable exemption to the Arkansas Freedom of Information Act.

Evaluation:

A University Evaluation Committee will perform a technical evaluation of submittals received as a result of this RFP. All submittals are to be complete; partial submittals will not be accepted. A complete submittal is one that is responsive to all the components in each section specified in the RFP Part 6 – PROPOSAL SUBMISSION. Proposals that are substantially incomplete or lack key information will be rejected.

The University is under no obligation to contact applicants for clarification of responses, but reserves the right to do so. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the Evaluation Criteria (see below).

Presentations:

If requested, respondent must be willing to provide an oral presentation. The presentation will be for explanations only and will NOT include negotiation. This presentation will provide the opportunity for the

respondent to clarify or elaborate on his/her proposal, but will not in any way change the submitting party's original proposal. The University's Purchasing Project/Program Manager will schedule the time and location of these presentations, if required.

Evaluation Criteria:

The University will evaluate the proposals based on the following:

- a. Company experience on similar projects and expertise of personnel
- b. References
- c. Options Offered
- d. Price

The University Evaluation Committee will evaluate each response, references and presentation results. Response will be evaluated on the following criteria from 1 to 10; and each criterion will be weighted as follows:

Criteria

Experience and References

Contractor history and experience in higher education
Reference responses

Service Capability

Philosophy of Service
Ability to deliver high quality food service
Ability to deliver high quality catering services
Provide a variety of menu options
Compliance with health regulations
Ability to fulfill required schedules and services

Management and Personnel

Proposed management structure for the ATUOC Operation
Plan for employing qualified staff, including students
Ability to demonstrate efficient and quality operations

Financial Evaluation

Lowest cost to the University – Food Service menu and Incentives
Lowest cost to the University – conference and catering events
Business management and viability

Award:

The University reserves the right to negotiate with the firm selected for best and final offer as outlined in Arkansas Code § 19-11-230.

Award will be made in the best interest of the University; and the University's decision is final. However, the University reserves the right to not award any contract pursuant to this RFP.

All respondents will be notified in writing of the company selected.

ATUOC reserves the right to accept or reject, in part or in its entirety, any or all proposals, to re-advertise if deemed necessary, and to investigate any or all proposals as required.

Assignment:

Any resultant contract shall not be assigned without the express written consent of the University. It is the intent of the University that the contractor and persons under his/her direct supervision perform all services.

Funding Out Clause:

Following is the Arkansas policy for multiple year contracts:

“In the event that the anticipated term of this contract extends beyond the biennial period (July 1, 2013 through June 30, 2015), the contract will be terminable on the part of the University without cause at the end of the current biennial period. However, the University may agree to continue the contract, but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the University must be paid but does not obligate the University to continue the contract beyond the end of a biennial period.”

Independent Contractor:

The relationship of the contractor to the University shall be that of an Independent Contractor, any other provision herein notwithstanding. Any and all employees or agents of the contractor or other persons, while engaged in the performance of any work or services required by the contractor under these specifications, shall NOT be considered employees of the University.

Ethical Standards:

As provided in Arkansas Code Annotated 19-11-708, it shall be a breach of ethical standards for a person to be retained, or to retain or influence a person, to solicit or secure a University contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established selling agencies maintained by the Contractor for the purpose of securing business.

Conflict of Interest:

The Contractor shall not perform actions that will result in a conflict of interest with University employees, their immediate families or in any way with the University.

Minority Participation:

Minority participation is encouraged in this and all other procurements by state agencies. “Minority” is defined by Arkansas Code Annotated §1-2-503 as “black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander”.

PART 3 - SUCCESSFUL RESPONDENT'S REQUIREMENTS

Governance:

Agree that any agreements entered into as a result of this RFP will be governed by the laws of the State of Arkansas.

Agree that nothing in any resultant contract shall be construed to waive the Sovereign Immunity of the State of Arkansas or its agencies, including Arkansas Tech University.

Agree that all disputes regarding any resultant contract shall be submitted to the Arkansas Claims Commission for adjudication in accordance with A.C.A. § 19-10-201 et seq.

Indemnify, Hold Harmless and Defend:

The contractor will indemnify, hold harmless and defend the University, its Board of Trustees and employees against all liability, claims and costs for whatever kind of nature for injury or death of any person or persons and from loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or work in connection with the contract resulting from this RFP, resulting in whole or in part from the negligent acts, or omissions of the contractor, its employees, agents, representatives, or subcontractors.

Attachment A:

Respondents should refer to Attachment A regarding the University's contracting authority and amend any documents accordingly.

Equal Employment Opportunity:

Agree that the company will not discriminate against any person based on race, religion, color, national origin, sex, age, disability, genetic information or veteran's status during the term of the contract.

Responses **MUST** include a copy of the EEO Policy Letter and/or a copy of the vendor's EEO Policy. Failure to do so may result in rejection of response.

Contract and Grant Disclosure and Certification Form:

Arkansas Governor's Executive Order 98-04 requires that certain information be disclosed **prior to the awarding of any contract by the University**. The Order also requires Contractors to obtain the completed Contract and Grant Disclosure and Certification Forms from any sub-contractors, if sub-contractors are authorized.

Responses **MUST** include a completed and signed Disclosure Form. Failure to do so may result in rejection of response. See http://www.arkansas.gov/dfa/procurement/pro_eo9804.html for additional information regarding this Executive Order and the Form.

Employment of Illegal Immigrants:

Arkansas Law (Act 157 of 2007) requires the Contractor to certify, **prior to the award of any agreement**, that they do not employ or contract with any illegal immigrants. Contractors must certify at the following Web site: http://www.arkansas.gov/dfa/procurement/pro_immigrant.html

This is a mandatory requirement and failure to certify may result in rejection of the response. No award will be made to a respondent that has not completed the certification.

Parking:

Parking on the ATUOC property by contractor's employees shall be governed by the same regulations and fees as applied to University employees. Contractor's employees will be required to procure a staff parking permit for vehicles to be used on the campus. The Contractor will also be responsible for the payment of all unpaid fines levied for parking violations of its employees.

Cost and Expense:

The Contractor shall, at its own expense, bear any and all costs for the operation of dining services, except those hereinafter expressly provided by the University. Contractor shall pay, in addition to other payments to the University set forth on the Contractor's Proposal, any and all costs and expenses connected with the contractor's use of the premises, facilities and rights granted, including, but not limited, to the following:

- Unprepared food, food products and condiments
- Labor, benefits, compensation and insurance
- Supplies (paper, plastic and foam tableware; cleaning agents for dishes, flatware, pots and pans, janitorial equipment and cleaning and sanitizing agents; office supplies, etc.)
- Office expenses (telephone, postage, printing, photocopying, etc.)
- Licenses, permits, and taxes required by law

Managers:

The Contractor shall provide qualified service management that will be visible in serving and dining areas at all times during serving hours to observe operations, handle emergencies and to be available to customers.

Food Committee Meetings:

There will be Food Committee meetings at the University's discretion between the University's Representative and the contractor's local manager. The purpose of these meetings will be to allow University students and personnel to express opinions and offer suggestions about the Food Service Operation. The University's Representative will chair this committee and serve as a liaison between the Contractor and the University. The meeting dates and times will be posted and open to anyone.

Personnel:

Contractor shall at all times provide competent personnel to operate the Food Service facilities and provide courteous service to patrons. The University prefers the Food Service Director to have a minimum of three (3) years supervising experience in the Food Service industry. Contractor shall agree that the initial Food Service Director must remain at the University at least one (1) year unless relieved by the University or unless the Director leaves the employment of the Contractor. This person must be knowledgeable of the contractor's operational philosophy and procedures, must be a good communicator, a proven leader and must exhibit the ability to deal effectively with university students, faculty, and staff.

The University reserves the right to:

- review and approve the credentials and qualifications of all personnel recommended by the Contractor for managerial posts on campus.
- participate in the annual performance evaluation of the Director and on-campus staff by the University's Chancellor or the Chancellor's designee.
- require the removal of the Director and any on-campus staff deemed unsatisfactory by the University.

Contractor must have adequately trained relief personnel available to substitute in the absence of regular employees.

Contractor's employees are to strictly adhere to the rules, regulations and policies of ATUOC, including all local, state, and federal regulations and laws. Failure to comply with such rules, regulations or policies will be grounds for immediate termination of the contract resulting from this RFP, or other remedies available to the University under law or equity.

Health Regulations:

All Food Service personnel shall comply with all health regulations and requirements as established by local, county, state, and federal health requirements. The Contractor shall comply with all applicable health certification requirements.

Computerized Validation System:

The Contractor shall use a computerized validation system that will read the University's identification cards.

The University will be totally responsible for furnishing, updating, and maintaining the computerized software and hardware system for the first 2 years. These costs will be subject to negotiation with the Contractor for any periods of renewal.

The Contractor shall be responsible for any Food Service Industry related software including maintenance of such applications.

Uniforms:

Contractor shall furnish appropriate uniforms for its employees. The University reserves the right to approve all such uniforms.

Housekeeping

The Contractor shall provide all daily housekeeping, cleaning, maintenance and sanitation services, including supplies, for all food service areas that are operated by the Contractor.

Utensils and Kitchenware:

The Contractor shall, at its own expense, provide an adequate initial inventory of expendable equipment items such as china, silverware, glassware, cookware, and kitchenware, and other items necessary for daily operations.

Serving and Catering Items:

The Contractor shall, at its own expense, provide serving pieces, semi-formal serving trays, coffee urns and pots, punch bowls and ladles, and other items necessary for serving and catering. If it is mutually agreeable to both parties, the Contractor may utilize current University inventory of approximately 75 place settings of china and flatware *for catering purposes only*.

Inventory:

Within thirty days of the award, the Contractor shall provide the University with a complete inventory of the contractor-owned items, including all equipment, china, flatware, furniture, etc., in the Food Service areas, including the Food Service Office. The inventory count will be subject to University review and observation.

Equipment:

Respondent shall provide a list of needed equipment for the Food Service Operation. Additional equipment required may be brought in by the Contractor or negotiated for purchase by the University. The following equipment is already available:

Manufacturer	Description
Beverage Air	2 Door Freezer
Grindmaster	Espresso Cappucino
Venezia	Espresso Grinder
Pitco	Gas Fryer w/ FilterDrawer
Master	Convection Oven

Beverage Air	1 Door Refrigerator
	Sandwich Prep
True Service	Refrigerator
Captive-Air	6 ft Oven Hood
Magi Kitchen	Griddle Countertop
Turbo Air	Ice Cream Freezer
Servend	Fountain Drink Dispenser

Equipment Maintenance:

The University will not provide maintenance on equipment installed within the Food Service areas and owned by the University. The Contractor will be responsible for replacement or repair to items damaged due to neglect or misuse by its employees.

Damage to the Premises:

The Contractor will assume full responsibility for any damage to the University's equipment or premises caused by the negligent or intentional acts/omissions of the Contractor's employees, agents, or officers.

Insurance:

The Contractor shall procure and maintain, at Contractor's own expense, the following insurance coverage for the period of the contract:

- a. **Commercial General Liability**, including Products Liability, with not less than \$1,000,000/\$2,000,000 each occurrence for bodily injury, products liability, contractual liability and property damage liability.
- b. **Comprehensive Automobile Liability**, with not less than \$1,000,000 combined single limit coverage for bodily injury and property damage. This policy shall cover any vehicle being used in the management, operation or delivery for the operation.
- c. **Property Insurance**, on all property owned by the contractor. Policy should provide "all risk" coverage in the amount of the contractor's property, including inventory, as is located on the University's premises.
- d. **Umbrella Policy**: \$5,000,000 Limit of Liability per occurrence. This limit may be reduced by the amount that the comprehensive general liability exceeds \$1,000,000, to a minimum limit of \$2,000,000.
- e. **Workers' Compensation Insurance** as prescribed by Arkansas statutory law.
- f. **Unemployment Compensation Insurance** as prescribed by Arkansas statutory law.

Prior to the beginning of each contract period, the Contractor shall furnish certificates showing that such insurance is in effect. The protection afforded under the policies must not be canceled or reduced until at least thirty (30) days after written notice is received by ATUOC from the insurance company or agent.

The liability policy(ies) must name the Board of Trustees of Arkansas Tech University, Acting For and On Behalf of the Arkansas Tech University Ozark Campus as additional insured for the Food Service Operations.

The insurance company must have an A.M. Best rating of A+ VIII or better.

Performance Bond:

Contractor will be required to furnish – for the life of the contract – a Performance Bond in a form satisfactory to the University and issued by a surety company authorized to do business in the State of Arkansas, in the amount of \$250,000.

Bonds are to be filed (not recorded) at the Franklin County Courthouse at the Contractor's expense. An original and one (1) copy of the bond must be furnished within ten (10) working days from the date of receipt of written notification of Intent to Award contract.

If Contractor fails to deliver the required Performance Bond, their proposal may be rejected and award may be made to the next highest ranked respondent as determined through the selection process. Prior to the beginning of each subsequent contract period, the Contractor will be required to submit a Performance Bond as described above to the University in the sum of \$250,000 covering each future period the contract is operative.

Comply With Laws:

Without additional expense to the University, the Contractor shall be liable for all applicable federal, state, and local taxes and tariffs and shall comply with all laws, ordinances, codes, rules and regulations and shall obtain and pay for all permits and licenses.

PART 4 – ATUOC’S RESPONSIBILITIES

Access to Premises:

The University will provide access to all existing equipment and facilities for the use of the Contractor. Such equipment and facilities will include all kitchens, dining rooms, furnishings and all other Food Service areas owned by the University for use in the locations operated by the Contractor. Additional equipment items needed may be brought in by the Contractor or negotiated for purchase with the University.

The University will also provide toilet facilities for the Contractor’s employees.

Utilities:

All utilities necessary for the Food Service Operation will be provided by the University.

The University shall not guarantee, however, an uninterrupted supply of water, steam, electricity, natural gas, air conditioning, etc., but 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 utility services.

The University will provide one phone line to the Student Union and one phone line to the Food Service Office. ATUOC will provide only local phone service; all long distance calls shall be the responsibility of the Contractor.

Pest Control:

The University will provide pest control treatments at University’s expense to all Food Service areas operated by Contractor.

Insurance:

The University will provide limited fire and extended coverage insurance only for University-owned equipment and facilities.

Garbage Removal:

The University will provide trash and garbage removal from the designated garbage pick-up area. It will be the Contractor’s responsibility to deposit the trash and garbage at the designated pick-up location by the times specified by the University.

PART 5 - PROJECT REQUIREMENTS

Minimum Specifications:

The services described herein represent minimum specifications required for the RFP.

Campus Food Service Operation:

Contractor will operate the campus food service in the Alvin F. Vest Student Union.

Contractor shall submit menus and price lists for the Ozark Campus food service with the proposal. Final retail prices will be determined by mutual consent between the University and the Contractor.

Daily services should be comprised of regular menu items available for purchase by the campus community in the Alvin F. Vest Student Union. Students will be provided with the ability to pay via cash, credit card and through the use of a meal plan purchased through the University.

Meal combinations MUST be made available at an established "door price" for any student, faculty, staff, guest or visiting public customer.

Other Contractor Agreements:

ATUOC currently has an agreement with a vending company that allows the company to provide vending services delivered through electronic machines in a variety of locations on campus.

Equipment, Fixtures and Expendables:

The Contractor shall not remove any items owned by ATUOC from the premises without first seeking written approval from the University's representative.

The University shall not be legally responsible for loss or damage to equipment owned by the Contractor or a Contractor's representative and located on ATUOC premises.

Upon termination of the contract, the Contractor shall surrender to the University all equipment and furnishings owned by the University in good repair and condition, excepting normal wear and usage. Repairs and replacements caused by the Contractor's negligence or misuse shall be charged to the Contractor for payment.

Payments:

Payment to the Contractor will be calculated on the basis of the total dollars expended through the declining balance plans each month, calculated the first week following the end of the prior month. Each payment will be adjusted for other applicable charges, credits and adjustments.

Invoices and Payments:

Invoices shall be submitted on a monthly basis. Payments will be made upon receipt and proper approval of detailed invoices. Invoices must be submitted to the following address:

Arkansas Tech University – Ozark Campus
Accounts Payable
1700 Helberg Lane
Ozark, AR 72949

Meal Service Calendar:

Contractor shall abide by the following calendar for meal service. Tentative dates for the first day of class are June 3rd for Summer 2013 and August 26^h for Fall 2013.

A. **Fall and Spring Academic Semesters**

Meal service shall commence with the morning meal at the start of the semester .

B. **Summer Academic Terms**

Meal service shall commence with the morning meal on the first day of classes

C. **Official Semester Breaks**

Meal service shall be provided for each day of the week except the following. Meal service is to recommence the first morning of class after each break.

1. Wednesday, Thursday and Friday of Thanksgiving Break.
2. The week of Spring Break.
3. Official Semester Breaks.

All dates for the above shall be communicated and determined by the University's representative or his/her designee.

Meals to certain groups of University students, faculty and staff, both *prior to the start* of the University's regular meal calendar and *between semesters*, shall be requested and available at hours and at prices negotiated between ATUOC and the Contractor.

Minimum serving hours in the Student Union are to be:

Fall and Spring Academic Semesters

Monday through Friday:

Breakfast.....7:00 a.m. – 9:15 a.m.
Lunch.....11:30 a.m. – 1:30 p.m.
Dinner.....4:00 p.m. – 6:00 p.m.
(close at 2:00 p.m. Friday)

Summer Academic Terms

The food service will be operational Monday through Friday only, unless special arrangements are made to accommodate summer camps or other activities.

Minimal Summer hours to be:

Breakfast..... 7:00 a.m. – 9:15 a.m.
Lunch.....11:30 a.m. – 1:00 p.m.
Dinner.....4:30 p.m. – 6:00 p.m.

Meal Plans:

A declining balance payment plan will be made available to students, faculty and staff. These funds may be utilized in the campus food service in the Alvin F. Vest Student Union. Funds will be prepaid at the Office of Student Accounts and the available balance will be maintained utilizing the student identification card and the computerized validation system.

Special Functions:

Meals and special functions for the University's budgeted departments and units, both through the Food Service Operation and catered special meals, shall be available. These arrangements require approval of the appropriate University officials and prior authorization by the University's Purchasing Department via an approved Purchase Order. Catering menus and pricing will apply to special functions (see Catering on Page 14).

Rates for Conference Groups:

Conference groups and campus departments using the University facilities, whether sponsored by the University or not, shall have meal service available to them at a price established in the contract. A conference menu for breakfast, lunch, snacks, drinks, etc. shall be available for those using our conference facilities.

Catering:

Catering for approved functions is also important to the University. Contractors must include banquet menus, along with prices, and a description of the delivery and implementation options.

On certain occasions, catered events will be served in the Student Services and Conference Center or other on-campus locations.

Catered meals to non-University groups served on or off campus may be made available with advance approval by the University. However, the University will only approve catering for non-University groups if such catering does not interfere with University functions and events.

Health Food/Low Fat (Wellness) Options:

Contractor shall provide menu items for health food/low fat products at each meal. Contractor shall submit health food/low fat menu examples with their response.

Customer Satisfaction:

Satisfaction of students or their perceived satisfaction with the Contractor's performance is very important to the University. Respondents should describe provisions they will make in the menu plan to provide periodic premium meals, holiday promotional meals, special meals or monotony breakers and any other creative ways to serve and keep the students' interest and satisfaction in the menu. The Contractor shall make every effort to maintain a high level of student satisfaction.

User Surveys:

The Contractor shall conduct, at least once per fall and spring semesters, two surveys that measure customer satisfaction. One survey will be a user survey to identify food preferences, attitudes and degree of satisfaction with Food Service Operations.

Of additional importance is the selection of banquet items, quality, and presentation of such for catered events sponsored by the University. An evaluation of performance by the Contractor will be made through the use of a second survey with criteria for judging such performance to include all sections and subsections of this request for proposal, as well as subjective evaluation of the areas of student satisfaction and catering performance.

The survey instruments, as well as the results of the surveys, must be made available to the University's representative and the Food Committee.

Marketing:

Marketing of a food service program is also a component of a successful operation. Respondents should address the marketing program strategies they will utilize to promote the Food Service Operation such as a display scheme for attracting students (e.g. menu boards, posters, etc.)

Pricing After Initial Contract Term:

Pricing may be negotiated for each and any period, except the initial period, prior to the beginning of the contract period. All prices will remain firm for any and each contract period.

The University recognizes that prices of food and labor of the Contractor may fluctuate from year to year. However, for each year of the contract, the Contractor must propose and justify any price increases at least ninety (90) days in advance of the renewal date.

The University reserves the right to approve or reject all price changes. In no event, except with University approval, will prices increase by more than the increase in the consumer price index (all items) for the previous twelve month period as published by the United States Department of Labor.

Publicity:

Contractor shall not publish any comments or quotes by University employees, or include the University in either news releases or a published list of customers, without the prior written approval of ATUOC.

Third Party Beneficiary:

Any contract resulting from the RFP will be made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns; and no other person will have any rights, interest or claims hereunder or be entitled to any benefits under or on account of any contract as a third party beneficiary or otherwise.

Waiver:

The University will not waive any prior or subsequent breach of the terms of any contract by making payments on a contract, by failing to terminate the contract for lack of performance or by failing to strictly or promptly insist upon any term of the contract.

Only the University's President or Vice President for Administration and Finance have actual authority to waive any of the University's rights under a contract. Any waiver must be in writing.

Relationship of Parties:

Neither the Contractor nor the University is an employee, agent, partner or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

Setoff:

The University shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the University's option to withhold for the purposes of set-off any moneys due to the Contractor under the contract resulting from this RFP up to any amounts due and owing to the University with regard to any contract with the University, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the University for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

Default:

A. The University may, by written notice of default to the Contractor, terminate the contract resulting from this RFP in whole or in part if the Contractor fails to:

- i. Deliver the supplies or to perform the services within the time specified in the contract;
- ii. Make progress, so as to endanger performance of the contract;
- iii. Perform any of the other material provisions of the contract;

The University's right to terminate the contract resulting from this RFP may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the University's representative) after receipt of the notice from the University specifying the failure (see Termination on Page 15).

B. If the University terminates the contract resulting from this RFP in whole or in part, it may acquire, under the terms and in the manner the University considers appropriate, supplies or services

similar to those terminated, and the Contractor will be liable to the University for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

- C. If the contract resulting from this RFP is terminated for default, the University may require the Contractor to transfer title and deliver to the University, as directed by the University representative, any items that the Contractor has specifically produced or acquired for the terminated portion of the contract. Upon direction of the University representative, the Contractor shall also protect and preserve items and property in its possession in which the University has an interest.
- D. The rights and remedies of the University in this clause are in addition to any other rights and remedies provided by law or under the contract resulting from this RFP.

Term of Contract:

The required services are to commence not later than May 15, 2013, or a date to be agreed upon by and between the University and the Contractor selected by the University to operate the Food Service. The resulting contract will be for the initial period of one year with the option to renegotiate and extend the contract for an additional twelve-month period up to seven (7) years in total.

The renewal option is to be exercised ninety (90) days prior to the contract ending date. The extended contract(s) shall be on the same terms and conditions as the initial contract, subject to all of the provisions. The contract shall not bind, nor purport to bind, the University for any contractual commitment beyond the agreed upon or extended contract period. If the University does not intend to negotiate the option to renew, it will provide the Contractor with written notice of such not later than ninety (90) days prior to the contract ending date.

Termination:

The contract may be terminated by either party by giving a written notice to the other party not less than ninety (90) days *prior to the renewal date*. The contract may not be terminated for convenience.

Further, in the event that the Contractor shall fail to carry out and/or comply with covenants, conditions and agreements to be performed by it, or shall fail to comply with any regulations adopted by the University, the University shall notify the Contractor of such failures or defaults and demand in writing that the same shall be remedied within ten (10) days after the written notice. In the event of failure of the Contractor to remedy the same within the said ten-day period, the University shall have the right to immediately cancel and terminate the contract without further notice and, if necessary, require payment from the Contractor's performance bond. In such case, it will be incumbent on the Contractor, if required by the University, to continue operation until relieved by a newly selected contractor.

PART 6 - PROPOSAL SUBMISSION

Provide information with Tabs labeled as follows:

Tab No.	Description
1.	<p>Submit an original and four (4) copies of proposal in a sealed envelope/box with RFP 11-005 clearly marked on the outside to:</p> <p style="padding-left: 40px;">Jessica Holloway ATU Purchasing Department Young Building – East End 203 West O Street Russellville, AR 72801</p> <p>Submit brochures and bulky publications separately from the written response.</p>
2.	<p>Provide the Contract and Grant Disclosure and Certification Form, as required by Arkansas Executive Order 98-04. The form may be found on our web site: www.atu.edu/purchasing.</p> <p style="padding-left: 40px;">“The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.”</p>
3.	<p>Provide an Equal Employment Opportunity policy and/or complete the ATUOC EEO Policy Form, in accordance with Act 2157 of 2005 of the Arkansas Regular Legislative Session. The form is available on our web site: www.atu.edu/purchasing.</p>
4.	<p>Certify on the State of Arkansas web site and complete the ATUOC Illegal Immigrant Certification Form, in accordance with Act 157 of 2007 of the Arkansas Regular Legislative Session. The form is available on our web site: www.atu.edu/purchasing.</p>
5.	<p>Acknowledge receipt of any addenda.</p>
6.	<p>Provide the name, mailing address, telephone number, fax number and email address of the respondent's authorized representative with authority to bind the firm.</p>
7.	<p>Respondents must provide a list of at least three (3) references, preferably in Arkansas or surrounding states. References are to include the name of the person most knowledgeable about their contract and their telephone number. Representatives of the University may wish to visit one or more of these sites; and all travel expenses will be paid by the University. <u>Failure to do so WILL result in rejection of response.</u></p>

8.	Provide a list of similar contracts currently in place with other State of Arkansas agencies.
9.	Provide a list of all college and university accounts that were <u>canceled or not renewed</u> during the immediate past three (3) years. This list is to include the name, telephone number and email address of the primary university contract administrator for each location and/or the name, telephone number and email address of the chief business officer for each university listed. Please include the years of service of the account(s).
10.	Provide a brief history of the company, including experience and expertise. Respondents MUST have at least five (5) years experience in Food Service operations.
11.	Provide a copy of Contractor's last two (2) years of audited financial statements and a brief narrative supporting its financial viability.
12.	Provide a disclosure of any judgments, including but not limited to pending or expected litigation, or other real or potential financial reversals that might affect the viability or stability of the contractor, or warrant that no such condition is known.
13.	Provide a <u>current</u> Certificate of Insurance showing insurance as specified above.
14.	Provide copies of agreements of any nature that may require execution by the University.
15.	Clearly identify any specific provisions of this Request for Proposal to which the respondent cannot agree or comply.
16.	Provide a proposed timeline with target and event dates for establishment of the Food Service Operation as well as a begin date for services.
17.	<p>Provide a list of any subcontract with another business for any portion of the work that exceeds 10% of proposed price. Identify that business, describe the portion of work they are to perform and provide the following information:</p> <ol style="list-style-type: none"> Business name, address, telephone number, taxpayer identification number and point of contact Eligibility information including qualifications, references and viability Three (3) references of comparable size and complexity. References are to include: <ul style="list-style-type: none"> Client name and address Contact name, telephone number and email address Description of the working and contractual relationship with the primary Contractor
18.	Submit list of needed equipment for Food Service Operations (purchase to be negotiated with University's representative).

19.	<p>Submit proposed menus for:</p> <ul style="list-style-type: none"> a. Ozark Campus Food Service Operation. Menus are to cover each meal. b. Conference and Banquet menus for catered events. c. Health food/low fat menu examples. <p>Also include any holiday meals, theme meals, monotony breakers, etc. included in the proposal.</p>
20.	Describe marketing plan.
21.	<p>Provide a description of your organization type (public corporation, private corporation, private company, limited liability corporation (LLC), etc.).</p> <p>List the organizational line of authority for management personnel from local staffing to the highest corporate level. Include an organizational chart.</p> <p>List the management structure that will be used to operate the facility, including the corporate management personnel and their location. Also, describe the support staff that will be available to support local personnel, their qualifications, geographic location, and the types of support to be provided.</p> <p>Describe the management of all operations including line service, catering, food preparation, etc.</p>
22.	Describe if and how University students will have opportunities for jobs that may be available in the Food Service Operation.

COSTS

Cost Proposal:

Submit all cost information in a separate sealed envelope clearly labeled "Cost Proposal".

Include the proposed cost of food based on the proposed menus.

Include costs for conference and banquet catered events.

Include costs for meal combinations to be offered.

INCENTIVES

Describe any additional incentives offered by the respondent, such as discounts, lump sum payments, discounts for declining balance plan vs. regular menu price, etc.

ARKANSAS TECH UNIVERSITY
Russellville, AR 72801-2222

ATTACHMENT A

A. ATUOC may NOT contract with another party:

1. To lease any equipment for a period of time which continues past the end of a fiscal year, unless a term of the contract allows cancellation by the University upon 30 days written notice whenever there are no funded appropriations for the equipment. A suggested term is set forth at C.2 below.
2. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
3. To indemnify and defend that party for any liability and damages. However, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to ATUOC's use or possession of equipment and reimburse that party for the loss caused solely by ATUOC's use or possession (this is the only form of indemnification to which the State can agree).
4. Upon default to pay all sums to become due under a contract.
5. To pay damages, legal expenses or other costs and expenses of any party.
6. To continue a contract once the equipment has been repossessed.
7. To conduct litigation in a place other than Pope County, Arkansas.
8. To agree to any provision of a contract that violates the laws or Constitution of the State of Arkansas.

B. A party wishing to contract with ATUOC should:

1. Remove any language from its contract that grants to it any remedies other than:

The right to possession

The right to accrued payments

The right to expenses of de-installation

The right to expenses of repair to return the equipment to normal working order, normal wear and tear excepted

The right to recover only amount due up to the point of repossession and any unamortized nonrecurring costs as allowed by Arkansas Law.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge in its contract that contracts become effective when awarded by ATUOC.

C. ATUOC MAY contract with another party:

1. To accept the risk of loss of the equipment and pay destruction, loss or damage of the equipment while the University has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the University to carry insurance for such risk.
2. To agree to the following provisions:

In the event funds are not appropriated for the equipment described in this agreement, the University may, upon 30 days written notice to vendor/ lessor, cancel this agreement as to that equipment for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment described in this agreement, customer may, upon 30 days written notice to vendor/ leaser, cancel this agreement as to that equipment for which there are no funded appropriations from which payment can be made for the equipment.

D. Attorney General's Opinion 94-101:

"In the event that the anticipated term of any contract (which includes a continuing financial obligation of the State) extends beyond the current biennial period, the contract will be terminable on the part of the State at the end of the current biennial period. *The Director of the Office of State Procurement must approve any and all terminations. The State may agree to continue the contract, but in no case will any renewal cause the contract to continue beyond a biennial period for which the contract is renewed.* Any services or products on contract accepted by the State must be paid for but this does not obligate the State to continue the contract beyond the end of the biennial period."

ARKANSAS TECH UNIVERSITY
Purchasing Department
203 West O Street
Russellville, AR 72801-2222

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Proposal submit their most current Equal Employment Opportunity policy (EEO Policy).

Although vendors are encouraged to have a viable equal opportunity policy, a written response stating that the respondent does not have an EEO Policy will be considered that vendor's response and will comply with the requirement of Act 2157.

Submitting your EEO Policy is a one-time requirement. The Arkansas Tech University Purchasing Department will maintain a file of the EEO Policies or written responses received.

This is a mandatory requirement when submitting a proposal. Failure to submit an EEO Policy or response may result in rejection of your proposal.

If you have any questions, please call the Purchasing Department at 479-968-0269.

Thank you.

Jessica Holloway, APO
Purchasing Program Manager

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING PROPOSAL:

- _____ EEO Policy attached
- _____ EEO Policy previously submitted to ATU Purchasing Department
- _____ EEO Policy is not available

Name of Company or Person

Signature

Name (printed or typed)

Title

Date

ARKANSAS TECH UNIVERSITY
Purchasing Department
203 West O Street
Russellville, AR 72801-2222
Tel: 479-968-0269
Fax: 479-968-0633

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is \$25,000 or greater **certify, prior to the award of the contract,** that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/dfa/immigrant/index.php/user/login>

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified. If you have any questions, please contact the Purchasing Department.

Thank you.
Jessica Holloway, APO
Purchasing Program Manager

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

- _____ We have certified on-line that we do not employ or contract with any illegal immigrants
Date on-line certification completed: _____
- _____ We have NOT certified on-line at this time, and we understand that no contract can awarded to our firm until we have done so.
Reason for non-certification: _____

Name of Company	
Mailing Address	
City, State & Zip	
Signature	
Name & Title (printed or typed)	
Date	