



ARKANSAS STATE UNIVERSITY BEEBE

Purchasing Department
1507 West Center Street
Beebe, AR 72012

REQUEST FOR PROPOSAL SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	ASU-B-23-033	Solicitation Issued:	March 7, 2023
Description:	Campus Dining & Food Services		
Department:	Purchasing		

SUBMISSION DEADLINE			
Proposal Opening Date:	April 4, 2023	Proposal Opening Time:	3:00 p.m., Central Time
<p>Deliver proposal submissions for this Request for Proposal to the ASU-Beebe Procurement on or before the submission deadline. Proposals received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Proposal Openings.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and RFP Opening Location:	<p>For FED EX and UPS Arkansas State University Beebe Procurement Department 1507 West Center St Beebe, Arkansas 72012</p> <p>For USPS Arkansas State University Beebe Procurement Department PO Box 1000 Beebe, Arkansas 72012</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to ASU Beebe's address on a schedule determined by each individual provider. These providers will deliver to ASU-Beebe based solely on these addresses. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none"> • Solicitation number • Date and time of proposal opening • Prospective Contractor's name and return address

ASU-Beebe Procurement CONTACT INFORMATION			
ASUB Buyer:	Robin Lancaster	Buyer's Direct Phone Number:	501-882-4545
Email Address:	rplancaster@asub.edu	ASU-Beebe Website	www.asub.edu

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

- **Do not** provide responses to items in this section unless specifically and expressly required.

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by Arkansas State University Beebe to obtain pricing and a contract(s) for Campus Dining & Food Services. Direct all questions, comments, or concerns you may have regarding this solicitation to the Arkansas State University Beebe, Purchasing Department. Under no circumstances are firms, including third party firms or their staffs, to contact other College staff, faculty or any related constituency for purposes associated with the RFP, including but not limited to, obtaining or providing information. Firms failing to comply with this requirement may be disqualified.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, ASUB intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is July 1, 2023, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by ASU-Beebe for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 SOLICITATION SCHEDULE

- A. For informational purposes, ASUB is providing a Solicitation Schedule; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the State.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
RFP Release to Prospective Contractors	March 7, 2023
Pre-bid Dining Services, Purchasing Department, 1507 West Center Street, Beebe, AR	March 16, 2023, 9:00am CST
Deadline for Prospective Questions	March 22, 2023, 3:00pm CST
Answers to Questions Posted to ASUB website*	March 23, 2022
Proposal Due Date	April 4, 2023, 3:00pm CST
Oral Presentations/Demonstrations*	April 11, 2023
Post Anticipation to Award*	June, 2023
Award Contract*	July 1, 2023

- Payment terms are Net 60.

1.4 CLARIFICATION OF SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Solicitation* in writing via email by the date and time listed in Section 1.3, Table A to the ASUB buyer as shown on page one (1) of this *Solicitation*.
 - 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - 2. Prospective Contractors' written questions will be consolidated and responded to by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the ASUB website by the close of business on the date provided in Section 1.3, Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the ASUB buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, Responsive Proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the ASUB buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by ASUB will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by ASUB.

1.5 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meanings herein.
- B. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this solicitation.
- C. The terms "Request for Proposal", "RFP" and "Solicitation" are used synonymously in this document.
- D. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- E. "Shall" and "Must" mean the imperative and are used to identify requirements.
- F. "Requirement" means something required.
- G. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- H. "ASUB" means Arkansas State University-Beebe. When the term "ASUB" is used herein to reference any obligation of Arkansas State University-Beebe under a contract that results from this solicitation, that obligation is limited to Arkansas State University-Beebe.

1.6 RESPONSE DOCUMENTS

A. Original *Technical Proposal Packet*

1. Responses within the *Information for Evaluation* and *Exceptions* sections **may** contain the Prospective Contractor's name or any other identifiers, including without limitation names of staff members, projects, products, and addresses.
2. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
3. The following items are proposal submission requirements and **must** be submitted as a hard copy in the original *Technical Proposal Packet*.
 - a. Original signed *Proposal Signature Page*. Signature may be ink or digital. (See *Technical Proposal Packet*.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
 - ii. Response to the *Financial Proposal*. Pricing **must** be proposed in U.S.dollars and cents.
 - The *Financial Proposal*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
 - iii. *Proposed Subcontractors Form*. The utilization of any proposed subcontractor is subject to approval by the Department.
 - iv. *Exceptions Form*, see *Technical Proposal Packet*.
4. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's proposal:
 - a. *EO 98-04: Contract and Grant Disclosure Form*.
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - c. *Voluntary Product Accessibility Template (VPAT)*, if applicable.
5. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the *Technical Proposal Packet* and *Official Solicitation Price Sheet*

In addition to the original *Technical Proposal Packet* and the *Official Solicitation Price Sheet*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*
 - a. Six (6) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.

- b. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.
 - i. The *Information for Evaluation and Exceptions Form*(see *Technical Proposal Packet*) sub-sections should be a separate file or the flash drive.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
 - d. If ASUB requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
2. Additional Copies of the *Official Solicitation Price Sheet*
- a. Prospective Contractor should also submit one (1) electronic copy of the *Official Solicitation Price Sheet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax.
 - i. *The Official Solicitation Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
3. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax.

1.7 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Requirements Section(s) of this RFP by listing them on the *Exceptions Form* (See *Technical Proposal Packet*), Prospective Contractor understands and agrees its submission of a proposal to represent that its proposal meets all such Requirements.
- B. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any Requirements in the Requirements Section(s) of this RFP.

1.8 ADDITIONAL TERMS AND CONDITIONS

- A. This RFP incorporates all of the Solicitation Terms and Conditions located on the ASUB website.
- B. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions.
- C. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms, Prospective Contractor agrees and **shall** adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms or conditions in the documents listed in 1.9.A and 1.9.C.

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Bids must be submitted to Arkansas State University-Beebe on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. Arkansas State University-Beebe has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the Prospective Contractor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of Arkansas State University-Beebe. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize Arkansas State University-Beebe to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to Arkansas State University-Beebe and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations

promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or Prospective Contractor.

25. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this 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 commercial selling agencies maintained by the bidder for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

SECTION 2 – REQUIREMENTS

- *Do not provide responses to items in this section unless specifically and expressly required.*

SPECIFICATIONS

1. **SCOPE OF THE PROJECT:** Arkansas State University – Beebe, is seeking Proposals for Campus Dining & Food Services for Arkansas State University – Beebe Campuses. ASUB will consider proposals for, materials, supplies, and labor to provide for a dining service operation for the students and staff on Beebe, Heber Springs, and Searcy Campuses as designated by the University, including all on-campus catering.

This Request for Proposal (RFP) is for the purpose of entering into an exclusive food service operation in the assigned facilities on the ASU-Beebe campuses. The selected Proposer will be required to assume sole responsibility for the complete effort as required by this RFP and the corresponding contract.

2. **PRE-PROPOSAL CONFERENCE:** Interested proposers are encouraged to attend a pre-proposal conference to be held on March 15, 2023 at 9:00 a.m. 1507 West Center Street, Beebe, AR 72012. The purpose of this conference is to answer questions in regard to the proposal.

2.1 The dining facilities may be viewed by interested proposers by appointment. Appointments may be made with Student Services for Beebe, Zackery Tucker, zatucker@asub.edu, Heber Springs, Cody McMichaels, cwcmichael@asub.edu, and Searcy, Emily Fisher, nmansur@asub.edu,

2.2 Proposers are strongly encouraged to tour dining for all facilities and take note of the specific current dining services.

2.3 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he/she might fully have informed themselves of prior to offering their proposal.

2.4 Questions regarding this request should be addressed to:

Robin Lancaster, Executive Procurement Director
1507 West Center Street
Beebe, AR 72012
Phone: (501) 882-4545

2.6 It is the intent of ASUB to have this contract in place no later than July 1, 2022.

3. **GENERAL INFORMATION:**

1. In order to simplify the University's task of evaluating all of the proposals, we ask that the Proposal provide six copies to be tabbed and labeled to facilitate ease of verifying mandatory requirements and submitted with the Technical Proposal Packet. Suggested format for the responses and proposals are as follows: The following documents, at a minimum, are required as part of the bid proposal.

1.0 **Executive Summary**

2.0 **RFP Document**

Request for Proposal (RFP) including any Addenda's with signature of an Authorized Representative of the Company.

Official Signature Document/Pre-Proposal Conference Affidavit

Responses to Proposers' Questions (if any)

3.0 **Corporate Background**

Corporate Business Prospectus

4.0 **Employee Information**

Corporate Organizational Chart

Resume of Dining Service Manager Candidate

Resume of Executive Chef Candidate

5.0 **Proposed Services**

First Four Weeks Menu

Menus & Suggested Pricing

Banquet & Special Functions Offerings

Meal Plans for Students

- Proposed efficiencies to operations
- Catering
- 6.0 Planned Management Approach**
- General Plans of Operation
- Transitional Plan
- Marketing Plan
- 7.0 Quality Program**
- Description of Quality Control Program
- Description of Training Program
- 8.0 References**
- 9.0 Related Experience**
- Sample of Informational Brochures/Pamphlets
- 10.0 Sample Reports & Contracts**
- Sample of Revenue & Expense Statement, Catering Invoice, Accounts Receivable Report, Sample Contract
- 11.0 Miscellaneous**
- Contract and Grant Disclosure and Certification Form
- Certificate of Liability Insurance
- EO Policy
- 12.0 Financial Proposal (Submitted in a separate, sealed envelope) see section 2.#44**
- Financial Proposal
- Commission return to the University by source (retail, catering, etc)
- Terms & Conditions of Proposal

2. The Contractor shall maintain General Liability, Auto Liability Insurance, Worker's Compensation and Employer's Liability Insurance and Owners, Contractors Protective Liability in statutory limits as required by the State of Arkansas (see below). Certificate(s) evidencing insurance coverage shall be filed with ASU-Beebe prior to awarding of the contract.

Worker's Compensation and Employers Liability Required Coverage:

A. State	Statutory
B. Applicable Federal:	Statutory
C. Employer's Liability:	\$100,000.00 per Accident
	\$500,000.00 Disease, Policy Limit
	\$100,000.00 Disease, each Employee

Comprehensive General Liability Required Coverage:

General Aggregate:	\$1,000,000.00
Personal Injury:	\$1,000,000.00 Each Occurrence
Each Occurrence Limit:	\$1,000,000.00 Each Occurrence
Automobile Liability	Combined Single Limit \$1,000,000.00
Umbrella Excess Liability	\$1,000,000.00

3. SPECIFIC INFORMATION: Campus Dining and Food Services, ASU-Beebe campus, ASU-Beebe, Searcy Campus and ASU-Beebe, Heber Springs Campus

4. STATEMENT OF WORK

The primary objective of the RFP is to ensure the excellence of the proposer's dining service program. The successful proposer will, in conjunction with the University, design a dining service program that enhances the University experience. These specifications are intended to preserve the integrity of the dining service operation.

5. BACKGROUND

Arkansas State University-Beebe is a regional state-supported community college that operated independently within the Arkansas State University System. With campuses located in Beebe, Heber Springs, Searcy, and Little Rock Air Force Base, we offer associate degrees, certificates, and non-credit training for business and industry. The Beebe campus also collaborates with ASU-Jonesboro to offer baccalaureate degrees on the Beebe campus. Courses are also offered at additional locations within our service area, and many courses are taught in locations convenient to business and industry.

This institution was founded in 1927 by the Arkansas General Assembly through Act 282 of 1927 as the Junior Agriculture School of Central Arkansas. On July 1, 1967, the institution became a unit of Arkansas State University in Jonesboro. In 2001, ASU-Beebe once again became an independent institution within the newly created ASU System. Since it opened its doors to students in the Fall of 1927, ASU-Beebe has offered its students on-campus housing and food service.

Today, the ASU-Beebe serves more than 6000 students for college credit and 3000 non-credit students across its four campuses.

The Beebe campus currently has a dining service facility located in the 35,800-square-foot student center. Beebe's dining area serves as a student congregation area, thus requiring that the food service operation remains open for the entire school day. The food services area is approximately 7,500 square feet and is configured in a food court/scramble area with various meal options, a salad bar, a drink station, and a dessert station. There are four meeting rooms inside the McKay Student Center that provide meeting and conference space to students, the college community, and outside groups which often requires catering and food services.

The Searcy campus currently has a "canteen"/snack bar type of service. The snack bar is inside the main building and serves day and night students. The Searcy snack bar is limited in space but tries to offer several hot and cold meal options which may be prepared without a full kitchen. The kitchen is equipped with a convection oven, refrigerator/freezer, and display cooler. There is seating for 96 located in the campus' Main Building Student Center.

The Heber Springs campus has space that the potential vendor may use to provide hot/cold meals throughout the day. The Heber Springs campus has a convection oven, grill, two fryers, cold table, four burner stove, and fridge/freezer. The area is attached to a 50-seat dining hall with a wrap-around outside the building with available seating. The area inside can hold up to 85 students.

The current website (www.asub.edu) was created approximately 7 years ago with a contracted vendor and serves as one of the College's primary communications vehicles. Marketing and Public Relations staff are the primary employees who enter data in the CMS with support from the Information Technology Services Staff. Individual departments are responsible for supplying their content to the designated staff for publication on the website.

Additionally, Horizon and Legacy Halls with a total of 248 beds were completed in 2011 to accommodate on-campus residents and a growing residential life program. The building's suite-style rooms are not equipped with kitchens.

6. INFORMATION AND CURRENT FOOD SERVICE OPERATIONS

Since 2015, ASU-Beebe has contracted with Great Western Dining, Inc. for the college's full catering needs and dining programs at the three on-campus locations.

Food service sales and preparations are located McKay Student Center Dining Hall on the Beebe Campus, the FAB&T Dining Hall on the Heber Springs campus, and at a snack bar on the Searcy Campus.

The McKay Student Center Dining Hall on the Beebe campus was most recently remodeled in 2011, offers multiple queuing points for service, a seating area for approximately 400 people, a production kitchen capable of food preparation, and plating for large groups. Hours of operation for the Beebe campus are currently from 7 a.m. to 7 p.m., Monday through Friday, 12:00 p.m. to 1:00 p.m. on Saturdays, and 5:00 p.m. to 6:00 pm. on Sundays (excluding official university holidays). Entrée selections are offered from 7 a.m. to 9 a.m. for breakfast, 11 a.m. to 1:30 p.m. for lunch, and from 5 p.m. to 6:30 p.m. for dinner, with continuous grill service from 7 a.m. to 7 p.m.

The campus food service is not open to the public during fall and spring breaks or during the summer except when summer camps are being held. However, catering is provided as needed during these periods. Additionally, Great Western Dining, Inc operated Blue Brew Shop, a small coffee shop in the Owen Center academic building, open from 7:30 a.m. to 1:00 p.m. weekdays.

The snack bar on the Searcy campus offers quick snack items such as chili dogs, nachos, hamburgers, individual pizzas, soft drinks, coffee and flavored water, candy, small breakfast menu that features biscuits, sausage, bacon etc. Searcy features a snack bar type of service. The snack bar is inside the main building and serves day and night students. The Searcy snack bar is limited in space, but tries to offer several hot and cold meal options which may be prepared without a full kitchen. The kitchen is equipped with a convection oven, refrigerator/freezer, and display cooler. There is seating for 96 located in the Student Union. Hours of operation snack bar are currently from: Monday through Friday, 7:30 a.m. until 3 p.m. The campus food service is not open to the public during fall and spring breaks or during the summer. Catering is provided as needed during these periods.

The Heber Springs Dining Hall offers limited small breakfast menu. A full lunch menu is available. The Heber Springs campus has a convection oven, grill, two fryers, cold table, four burner stove, and fridge/freezer. The area is attached to a 50 seat dining hall with a wrap around outside the building with available seating. The area inside can hold up to 85 students. Hours of operation for Heber Springs food service are currently from: Monday through Thursday, 7:30 a.m. until 2 p.m. The campus food service is not open to the public during fall and spring breaks or during the summer. Catering is provided as needed during these periods. The college is willing to discuss revisions to the hours of operation at the ASU-Beebe campuses.

Summer Daily Camps are charged at a daily rate of \$15 per day.

The Beebe dining service serves the Upward Bound Program every summer. The program usually includes around 120 students who are charged the daily rate of \$15 per day for a total of five weeks.

In the past few years we have hosted a high school band during the summer for one week. These students are charged at the daily rate of \$15 for 5 days. The band usually brings between 70-90 students

7. MEAL PLANS

Meal plans are available for use at any food service location. The following meal plans were designated for the 2022-2023 academic year.

Plan	Meals	Declining Balance (Blue Bucks)	Student Cost
Residential Meal Plan	17 meals per week	\$80.00	\$1,500.00
Commuter Block Plan	10 meal count	\$0.00	\$55.00

Currently, all residence hall students at the Beebe campus are required to purchase a meal plan. The following numbers represent the total student population on residential meal plans on the tenth day of class of the respective semester. During the 2020-2021 & 2021-2022 academic years, the college limited housing occupancy to single rooms only to help mitigate the risks of communal living during the COVID-19 pandemic.

	2022-2023	2021-2022	2020-2021	2019-2020	2018-2019
Fall	171	148	116	228	210
Spring		126	134	184	162

8. COLLEGE STUDENT ENROLLMENT

The following numbers represent the total student population on the tenth day of class of the respective Fall semesters. The college operates one of the state's Regional Career Centers on its Searcy Campus. High school students from across Pulaski and White Counties are bused from their local high school to the Searcy Campus for specialized instruction in workforce training.

	Fall 2022	Fall 2021	Fall 2020	Fall 2019	Fall 2018

On-Campus Beebe	1030	1080	1308	1609	1723
Residents at Beebe	171	148	116	228	210
On-Campus Searcy (College)	189	191	243	289	302
On-Campus Searcy (High School)	130	116	100	157	172
On-Campus Heber Springs	244	214	230	277	308

9. EXISTING FOOD SERVICE CONTRACTS:

Snack Vending Machines: Coin operated vending which dispenses gum, lifesavers, cookies, crackers, chips, peanuts and microwave popcorn.

Soft Drink Vending Machines: Coin operated vending which dispenses carbonated beverages commonly known as “soft drinks” in all packages, bottled water, to include all mineral, spring waters, sports drinks, energy drinks, fruit and/or vegetable juices.

10. PROPOSER'S DINING SERVICE POLICY

The proposer shall present with the bidding document an a la carte price list. This price list will include the charges for breakfast, lunch, and dinner items. The prices of these meals will be negotiable between the successful proposer and the University.

Pricing may be negotiated with the University prior to the beginning of each contract term. All prices will remain firm for each term of the contract period.

The University recognizes that prices of food and labor of the proposer may fluctuate from year to year. However, for each year of the contract, price increases, if any, that may be proposed by the successful vendor, must be documented and justified to the University. The University reserves the right to approve or reject all price changes. In no event except by University request, will price changes increase or be allowed to more than that portion of the Consumer Price Index for the region as mutually agreed upon by Vendor and University. All increases must be in conformance with any Federal or State statutory changes directly affecting Dining Service operation cost (e.g., sales tax, minimum wage).

11. EXCLUSIVE RIGHTS

The successful vendor will be granted exclusive rights to operate daily food services in the assigned facilities on the campuses of the University.

12. FOOD PREPARATION & PRESENTATION

Menu Information. The successful vendor shall maintain daily menu boards. Daily menus will be posted to include prices and all major food items to be served.

Each day's menu will be written with nutrition and eye appeal considered as important as cost and popularity. Current catering menu and fees, weekly menu and general menu for the following week will be attached to the Campus Updates that are send out daily, as well as posted in the Student Center on the Digital information boards for the Beebe and Heber Springs campuses. Weekly menu and general menu is posted on the bulletin board in the snack bar at Searcy.

Food Preparation. The successful vendor shall prepare all food, to the greatest extent possible, on the day it is to be served. Hot foods will be cooked continuously during the entire serving period. Cooking and serving temperatures and cooking time will be regulated in order to insure that nutrient, textural, and flavor characteristics of the food are maintained. Salads and sandwiches will be prepared as close as possible to the time of serving.

Hot foods should be hot; cold foods should be cold. Progressive cooking will be the normal method of operation, staggering the hot entrees and vegetables so that relatively small amounts become ready for serving at progressive periods during the meal. The majority of all bakery items are to be baked fresh on

campus.

The successful vendor will have and utilize a standard recipe system. Cooks and bakers will be required to follow standardized recipes for all production items.

The following minimum food specifications are established and shall be maintained:

Beef and Veal, USDA Choice Pork and
Lamb, USDA "1" Poultry, USDA Grade "A"
Frozen Foods, USDA Grade "A" Fancy
Fresh Produce, USDA "1" Quality
Canned Goods, USDA Grade "A" Fancy

The University reserves the right to periodically review all invoices to ensure these specifications are being met.

Food Presentation. The arrangement of food on serving lines and buffet tables will be carried out to assure that maximum eye appeal is obtained.

Certain food accompaniments will automatically be served with some dishes and placed on the condiment table. Examples include applesauce with pork, cranberry sauce with turkey, tartar sauce and lemon slices with fish, vinegar with greens and mint jelly with lamb.

Sauces, cream, sugar, and appropriate sugar substitutes will always be available next to coffee cups; ice will be available next to the drinks; and butter will be available next to the bread.

Food Storage. All food shall be received and stored, prepared and served in accordance with the Arkansas State Sanitary Code. Frozen foods, once thawed, will not be refrozen. In addition, clean dishes, glasses, trays and other utensils will be stored in such a manner as to prevent contamination from dust, dirt, insects, and fingers.

Previously Served Food. Any food, which has been previously served to any other person or returned from any counter or table, must be disposed of. However, wrapped food which has not been unwrapped and which is wholesome may be reserved

Food Inventory. If the present vendor is not the successful vendor, the new vendor, in turn, shall purchase the existing inventory owned by the University. Such purchases of inventory by the new vendor shall be only of such merchandise as is in good usable quantity.

13. SANITATION

The utmost importance is placed on proper sanitation standards. National Sanitation Foundation (NSF) standards for dining service establishments must be maintained. All Federal and State regulations will be adhered to in regard to personnel and maintenance of the individual units to include loading areas, kitchens, storage areas, dining rooms, refrigeration and removal of trash. The successful vendor will maintain the kitchens in immaculate condition. The floors will be kept clean throughout the day and there will be little or no trash, such as cardboard boxes, towels, books, etc., lying on top of refrigerators, range shelves, or dish tables. Each department will have quick and easy access to mop and other necessary cleaning utensils and supplies.

The successful vendor shall be responsible for the cleanliness of the areas under its control (food prep areas, serving areas, offices, storage, loading docks) including but not limited to equipment, furniture, floors, carpeting, venetian blinds, drapes, lighting fixtures, walls, windows, ceilings, and grease traps. The successful vendor will police the dining halls during the hours of operation. University custodial services will vacuum and clean the dining areas at night.

During closedown periods, the successful vendor will perform thorough cleaning of floors, windows, offices, large and small equipment, and all other areas in all building locations primarily used by the successful vendor. The University is to take part in closedown inspection together with a food service manager.

Hood grease filters shall be professionally cleaned at successful vendor's expense during close down periods, December and May. Ovens shall be thoroughly cleaned each week in order to prevent grease build-up (fire hazard), and again during closedown periods.

The successful vendor shall remove daily or more frequently if necessary, all trash and debris generated through cafeteria operations from University premises. Successful vendor may use the University's dumpsters at the campuses. All dry garbage shall be disposed of in a sanitary manner by being placed in 4-to-6 mil plastic bags, tops tied, and thrown into the dumpster. Garbage shall not be thrown into the dumpster without first being placed in a plastic bag.

The successful vendor shall meet all sanitary and health regulations as set forth in the Arkansas State Sanitary Codes and any and all food service and facility rules and regulations published by any regulatory entity for State of Arkansas food services and sanitation. It is understood the premises shall be subject to inspection by state and local Health Department personnel. **SATISFACTORY EVIDENCE OF COMPLIANCE IS REQUIRED.** The University shall reserve the right to inspect sanitary conditions and beverage areas at any and all times.

Conditions resulting in an unsatisfactory rating from the Arkansas Department of Health must be corrected by the successful vendor within twenty-four (24) hours or the University has the right to intercede using its staff or successful vendor to correct the situation. Successful vendor shall reimburse the University for said cost.

14. DAMAGES

The University will promptly make all repairs to facilities as required as a result of normal wear and tear and not caused by negligence of the successful vendor or its employees. Damages caused by carelessness or negligence of the successful vendor or its employees or vendors shall be repaired promptly at the successful vendor's expense. It shall be the successful vendor's responsibility to supervise and police the vendor areas to prevent any damages caused by students. The successful vendor must in turn report these students to the University designee for the students involved to be billed and pay for said damages.

The successful vendor shall be responsible for all losses and damages to the University resulting from its default or failure. Successful vendor may remove or dispose of successful vendor's equipment and property to satisfy any claims against the successful vendor, which are not satisfied by its surety bond.

Facilities are defined as walls, ceilings, and plumbing leading to and from the food service area, light fixtures and floors.

15. CATERING

Catering is an important operation of the dining services program. The proposer must demonstrate the knowledge, experience and capability necessary to perform in a first class, professional manner.

The successful vendor will have the exclusive right to provide food service at all official functions, including but not limited to teas, coffee hours, breakfasts, luncheons, dinners or buffets for special conferences within the University as well as conferences of outside groups that the university administration wishes to have served. The prices to be charged for such services shall be mutually agreed upon by the successful vendor and university administration prior to the servicing of official functions.

The successful vendor will have "first right of refusal" on all official function food service opportunities on campus. The University reserves the right for offices to "potluck" celebrations (birthdays, baby showers, holidays and going away parties) where agency funds are not involved.

16. PERSONNEL

The successful vendor represents that it has, or will secure at its own expense all ASU-Beebe, Searcy, and Heber Springs Dining Facility Employees, there are currently five (5) full-time employees.

The successful vendor will provide full-time qualified service managers and assistant managers so that a manager will always be present during serving hours in the dining service and provide such expertise as needed (e.g., administrative, dietetic, purchasing, equipment consultation, personnel advice and supervision). An adequate staff of employees shall be on duty for the efficient, prompt, and clean service of food. The successful vendor shall have available corporate headquarters' support in the form of administrative, dietetic, and personnel supervision, with visitation to University dining services sites at least once every semester or as requested by the University.

All employees assigned by the successful vendor shall be capable, experienced, and trained to perform the work. They shall be physically able to do the work and be free of any communicable disease.

The successful vendor will assign for duty only employees acceptable to ASU-Beebe. Assignments of management personnel must be approved by the University and no changes in management personnel will be made without prior consultation and consent.

The successful vendor will conduct and pay for criminal background checks(criminal & sex-offender) on all current and prospective dining service employees to the satisfaction of the University, and shall provide results of these background checks to the University as requested.

The successful vendor will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex or national origin, and will make a diligent and continuing effort to ensure they are afforded equal employment without discrimination.

Diligent and continuing efforts will also be made to employ handicapped persons whenever possible. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training. All solicitations or advertisements for employees placed by or on behalf of the successful vendor will request that all qualified applicants be afforded equal employment opportunities without discrimination because of race, creed, color, age, sex and national origin.

The successful vendor will assume full responsibility for payment of all federal taxes for unemployment insurance, Social Security, or other requirements of labor legislation for its employees engaged in the performance of this agreement.

Successful vendor's employees will strictly adhere to the University's regulations regarding personal behavior.

The successful vendor shall, at its own cost and expense, secure workers' compensation insurance for the benefit of each of the persons employed by it in the operations of the dining service program and keep said insurance during the term of this contract.

Management & Supervision

Management personnel shall be certified by the Arkansas State Department of Health as Certified Food Service Sanitation Managers within three (3) months of employment. They shall have a minimum of three years' experience in dining management or evidence of other dining service experience. A resume of the proposed local Dining Service Director and individual dining room managers shall be submitted upon request.

The successful vendor shall provide full-time qualified Managers who shall be on duty in the dining room or serving area of the facility in order to observe the entire operation, handle emergencies and in general, be available to customers. Managers working or serving behind serving lines shall not be considered as monitoring the dining area.

In addition, the successful vendor shall provide a monitor or proctor, the latter which may be a student, to

supervise the dining service areas during peak times. The specific duties of the monitor or proctor shall be seeing that the dining room tables, chairs, salad bar, etc., are maintained and kept neat and clean as well as immediate cleaning of all spillage.

All management personnel shall continue serving in the individual units on campus only so long as their work is acceptable to the University contract administrator. ASU-Beebe reserves the right to require the replacement of any management personnel because of operating difficulties determined to be the result of on-site management.

Professional Support

The successful vendor shall have on staff a professionally trained and experienced manager who has education in Institutional Dining Service Administration, Hotel Administration or the equivalent experience. This person will visit Dining Services semi-monthly, and will meet with the University designee regularly.

Staff Appearance & Hygiene

All personnel employed by the successful vendor will carry company or University provided identification while on University property. All personnel, including managers, for ready identification while on duty, must wear ID badges. Successful vendor will bear the cost of providing ID badges.

Suitable uniforms shall be distributed to all employees, clean cotton aprons to chefs on a daily basis, and aprons to other employees as needed. The successful vendor is responsible for providing and laundering all uniforms and cotton aprons, and must bear the cost of same.

The successful vendor shall be responsible for the neat, clean, and proper appearance of all full-time and part-time employees. The food handlers will conform to all sanitary regulations as may apply to wearing of hairnets, sanitary gloves, etc.

All employees shall be sober, conscientious, competent, neat, and courteous. The successful vendor shall inspect all food handlers, visually, at least daily, to ensure that they are following established hygienic practices in handling food. These hygienic practices include, but are not limited to:

- 1) Bathing daily
- 2) Clean outer clothing
- 3) Keep fingernails short and clean
- 4) Using hair nets, caps or lacquer spray when hair is longer than six inches (applies to both male and female employees)
- 5) No artificial fingernails may be used
- 6) Washing hands with warm water and soap upon reporting for duty, after each visit to the restroom, and after handling raw meat, fish or fowl.
- 7) Report symptoms of infectious diseases, including colds, to medical authorities.

17. TRAINING

The successful vendor will provide examples of the Safety, Job Skill, and other training programs offered to its employees. All required training for compliance with OSHA, MSDS, and other regulatory agencies is the responsibility of the successful vendor. Records of the training will be made available for the inspection of the University's management.

The successful vendor shall provide, at no cost to the University, training on a continual basis for the dining service workers employed by the successful vendor, which will ensure that all employees perform their jobs with highest standards of efficiency, courtesy, and sanitation. Topic to be covered should include principles of dining service sanitation, prevention of food-borne illness, use and care of equipment and utensils, portion control, methods of servicing, and all local regulations especially dealing with fire and evacuation techniques. Training sessions shall be held on a regular basis and the training schedule be provided to the University contract administrator or designee.

All full-time employees shall attend training sessions. Employees hired during the semester shall receive on-site training, and be expected to attend the next scheduled training session.

If part-time employees do not attend these training sessions, they shall be trained for the job performed within one week of employment. An updated roster of all dining services full-time and part-time employees shall be submitted to the University upon request.

18. DISMISSAL

All personnel of the successful vendor shall be subject to dismissal for conduct that is considered offensive or in violation of University policy by the University contract administrator. The level of customer service by employees is very important and the successful vendor will provide customer service-training opportunities to all employees.

19. ADEQUATE STAFFING

The successful vendor must provide sufficient personnel to ensure prompt service to patrons and must have adequately trained relief personnel to substitute for absent regular employees. The successful vendor shall employ adequate staff to insure that dining room tables, chairs, and floors are kept clean throughout each meal service. All kitchen tables, meat grinders, knives, slicers, mixers, etc., will be cleaned and sanitized after each use. Cooking surfaces of grills and griddles, ovens and similar cooking devices shall be cleaned at least once each day and shall be free from encrusted grease deposits and other soil.

20. FACILITIES

ASUB will provide all facilities for the use of the successful vendor. The successful vendor shall have the exclusive dining facilities listed herein, which include kitchens, dining rooms, furnishings, dishes, utensils, silverware, catering wares and all other dining room and kitchen equipment owned by the University.

21. CASH REGISTER SYSTEM

The current food service provider uses University-owned cash registers using Food Service Solutions. The successful vendor must use the same operating system.

22. SPECIAL EVENTS

It is specifically understood that the University shall reserve the right to use the dining areas from time to time for such purposes as registration of students, classes for students, social events, conferences, testing, study halls, dances, or other use not related to Dining Service as stipulated by the University Administration. The appropriate set-up and clean-up will be undertaken by the University and not the successful vendor.

23. EQUIPMENT REPAIR

The successful vendor's dining services manager will be responsible for the immediate reporting of all needed maintenance and repair of all kitchen equipment and servicing equipment including but not limited to stoves, fryers, ovens, steamers, kettles, mixers, exhaust hood filters and ducts, dishwashers, steam tables, faucets, minor plumbing and electrical work, and the refrigeration, including compressors and motors, etc.

Should the dishwashing facilities, for any reason, become temporarily inoperative and paper service is required, the successful vendor shall be responsible for maintaining inventory adequate to meet the emergency, and shall bear all costs.

Physical Plant personnel may possess some expertise to repair equipment in the kitchen and serving areas.

24. PREVENTATIVE MAINTENANCE

The successful vendor will be responsible for developing a Preventive Maintenance Program for the cleaning of all equipment and areas under its control. It is required that the vendor develop, implement and update cleaning and sanitation schedules for all units under its control. Preventative Maintenance Schedules must be posted and implemented thirty (30) days after the effective date of the contract. Schedules must be submitted to the University upon request for review and approval. Failure to develop, implement and maintain the required Preventative Maintenance Program and Schedules will result in the University employing or contracting another party to provide the required preventative maintenance to the food service area or equipment at the Vendor's expense.

In coordination with the University's Physical Plant Department, the successful vendor shall operate and use all assigned equipment, facilities and utilities in accordance with University preventative maintenance procedures,

schedule and standards. The University reserves the right to inspect all facilities to insure vendor compliance with the provisions of University preventative maintenance programs that are appropriate to kitchens and dining facilities. The successful vendor shall leave all areas, under its assigned control, in a clean and ready-for-inspection condition at the end of each day and when the kitchens and dining facilities are closed in accordance with University schedules. Those areas shall be accessible to personnel designated by the University.

25. CHINA, GLASSWARE, SILVERWARE

The University owns an inventory of small wares, including glassware, chinaware, service trays, and kitchenware to support a given level of activity. The successful vendor will be responsible for replacement, at the same or equal quality, of glass and breakage to the initial inventory of wares, and all other movable kitchen and service equipment originally furnished by the University, on a quarterly basis during the Term of the contract.

26. ADDITIONAL EQUIPMENT

The procurement and purchase of additional small wares and equipment necessary to operate this account efficiently shall be the responsibility of the vendor. The successful vendor shall propose its plan for assuming this inventory and a program for maintenance and accountability throughout the duration of the contract.

The University retains the right to evaluate the reasonableness of said inventory to ensure adequate quantity and appropriate quality to meet the needs of this account.

27. FACILITY REPAIRS

The successful vendor's unit manager will be responsible for the immediate reporting of all needed repairs. Damages caused by carelessness or negligence of the successful vendor or its employees shall be repaired promptly by the University or with University approval and oversight and to the standards set by the University at the successful vendor's expense.

Any repairs or critical priority or emergency must be reported immediately to the Director of Physical Plant.

28. WEAR AND TEAR

The successful vendor will not be responsible for normal wear and tear of equipment and facilities if used within the scope of this contract. "Normal Wear and Tear" is defined as the act of wearing under normal use (not abuses); to impair or diminish by use or attrition; to consume or waste gradually by fatigue, use by the passage of time according to the life expectancy of each piece of equipment (each piece of equipment has its own life depreciation).

29. INVENTORY REPLACEMENTS

The successful vendor shall keep all equipment provided by the University, which includes, but not limited to, china, small wares, serving and cooking equipment, furniture, and linen, in proper condition and good repair, and shall agree to return all such equipment in as good condition as at the time of contract termination. Successful vendor will replace all loss and breakage in a timely manner and will be responsible for base inventory at the expiration of the contract.

The University will provide adequate initial inventory level of expendable items such as china, silverware, glassware, serving trays, salt and pepper shakers, pots, pans and kitchenware. The successful vendor will maintain the initial inventory level at its expense. New items or increased inventory may be the shared responsibility of successful vendor and University and they shall work together to take such steps as may be reasonably required for protection against loss by pilferage or destruction.

All linen items provided by successful vendor will be laundered and/or dry cleaned at vendor's expense.

ASUB shall be responsible for the purchase of additional capital equipment and shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment. The successful vendor shall be responsible for furnishing necessary specifications and advising the University of such required purchases, repairs and replacements. As agreed upon mutually by ASUB and successful vendor, any additional capital equipment purchased by the University or by the vendor, for the benefit of the University, will become the property of the University.

The successful vendor will be responsible for consulting with ASUB prior to the proper disposition, or declaration as surplus, of any University-owned capital equipment. Vendor shall not dispose of any equipment belonging to the University.

30. BUY/SELL REQUEST

As a food service provider, the successful vendor receives trade discounts and may, therefore, purchase needed supplies and equipment. When authorized by the University, successful vendor will initiate a Buy/Sell Request. Successful vendor will then bill ASUB and include a copy of the paid invoice.

31. DEFAULT

The successful vendor shall be responsible for all losses and damages to the University resulting from their default, or failure.

32. INSPECTION

The University shall periodically, without advance notification, inspect the dining service facility and equipment. Consultant inspectors of the Arkansas State Health Department and the University shall have complete cooperation and access to all dining service, production, and storage areas on inspections, which they may conduct. Successful vendor representatives who normally provide service checks and reports as part of their equipment or product service shall be encouraged to do frequent inspections. A copy of all inspection reports shall be furnished to the University contract administrator. The successful vendor is responsible to implement corrective operation measures required as a result of these inspections and report with notification and by mutual agreement of the University.

The University contract administrator or designee shall reserve the right to inspect sanitary conditions in each unit at any and all times. The successful vendor shall be required to meet the sanitary standards of the University.

If it is deemed necessary by the University contract administrator or designee, the University shall arrange to hire an outside sanitation-food consultant to inspect Dining Services twice each semester, and submit a written report to the University and the successful contractor. The cost of this consultation, and any additional inspections deemed necessary, shall be borne by the vendor.

33. UTILITIES

The successful vendor agrees to conserve utilities and treat all facilities and equipment with prudent care. All utilities (electricity, hot and cold water, steam, air conditioning, etc.) necessary for the dining service operation will be provided by ASUB. The University shall not guarantee, however, an uninterrupted supply of water, steam, electricity, air conditioning, etc., but it shall be diligent in restoring service following an interruption. The University shall not be liable for any product loss that may result from the interruption or failure of any such utility service.

34. PARTNERSHIP WITH THE UNIVERSITY

The successful vendor's unit manager will have prearranged meetings with the University contract administrator or designee, to discuss the dining operation, services, and types of food served and to cooperate at all times to determine maximum efficiency and good public relations in the operation of Dining Services.

35. GENERAL PLANS OF OPERATION

This paragraph will allow the proposers to submit a general overview of the operations it is proposing with projections for the next seven (7) year period, concerning the University's Dining Service Program.

36. MARKETING

The successful vendor shall take every opportunity to advertise all services available to the campus community. The successful vendor will need to maintain an on-going marketing strategy with a particular, but not limited to, focus on University orientations, welcome weeks, open house events, residential students, and all University events.

Submit, with its proposal, any marketing ideas, statements, and/or samples it plans to use to market its services and products at the University.

37. TRANSITIONAL PLAN

Proposers should submit a transitional plan detailing the steps that respondent would take in chronological order if

selected to assume control of the account from the current Food Service Provider. Incumbents may choose to substitute a plan detailing what it will do to implement any changes submitted in the proposal should it be successful in retaining the account.

38. GENERAL COSTS

Unless outlined otherwise, the successful vendor shall be responsible for all costs of dining service operations and will hold the University harmless from any and all claims, demands, or liabilities on account thereof.

Other cost borne by successful vendor will include:

- All applicable maintenance and licensing fees
- Technology/computer support
- All dining services employee's wages, payroll taxes, and fringe benefits
- Complete insurance coverage
- Telephone expenses (long distance only)
- All motor vehicles required by the successful vendor to perform this service
- Laundry, paper, kitchen supplies, etc.
- Food and supplies (discounts are to be credited to each operation)
- Menu planning by professional dietitians
- Training of personnel
- Marketing material
- Vent hood cleaning

Note: The successful vendor will procure and pay for all food and food supplies utilized under this agreement.

39. INVOICE DOCUMENTATION AND PAYMENT

All invoices for services will be payable to provider within thirty (30) days after receipt of invoice and acceptance of service by the University. Each invoice will be accompanied by documentation listing provider's fees, standard menu price, and discounts.

40. ACCOUNT SET UP

All business accounts shall be in the name of the provider. The provider will not be named a secondary account holder for any University account.

41. BUSINESS REPORTS

Successful vendor will submit to the University, monthly operating statements showing sales by ASU-Beebe dining facility, Searcy canteen/snack bar, Heber Springs dining facility, and catering. Successful vendor will also provide quarterly and annual operating statements reflecting cumulative operating results. Successful vendor will also provide at its cost on annual audit of dining service records, by a Certified Public Accounting firm, within ninety (90) days following the close of each contract Term. Quarterly financial statements are to be provided by the tenth working day of the month following each quarter year-end, designated as September 30th, December 31st, March 31st, and June 30th to the University contract administrator or designee.

The successful vendor is required to maintain accurate, complete, and separate books of account in accordance with generally accepted accounting principles reflecting successful vendor's operations. The successful vendor shall make available to the University, upon request, records and supporting data for inspection and audit.

42. AUDIT AND INSPECTION

ASUB shall have full access to the dining service facilities with or without notice. The successful vendor shall keep full and accurate records and account in connection with the dining service. All such records shall be retained by the successful vendor for a period of two (2) years and may be audited by ASUB or their designated representatives at any time during regular working hours with or without prior notice.

43. AWARD CRITERIA

Proposed Services/Plan of Operation
Experience in Providing Dining Services with Universities of Similar Size
Staffing, Management, and Personnel
References

PROVIDE WITH YOUR RESPONSE

44. FINANCIAL PROPOSAL

The financial proposal should be constructed in such a way which clearly communicates to the University the proposed meal prices, retail prices, any cost the University can expect to incur in providing food service, and any financial benefits the University can expect to receive for the proposed services.

- Commission return to the University by source (retail, catering, etc.)
- Include any capital investment that the respondent would make and any return to the University on catering and retail sales.
- Respondent shall propose any plans to invest in equipment upgrades and repairs
- Terms and conditions of any investment in the University must be clearly spelled out in the proposal.

45. PERFORMANCE STANDARDS

- A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Attachment C: *PerformanceStandards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- F. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.

SECTION 3 – SELECTION

- **Do not** provide responses to items in this section.

3.1 TECHNICAL PROPOSAL SCORE

- A. ASUB will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. A Department-appointed Evaluation Committee will evaluate and score qualifying technical proposals. Evaluation will be based on Prospective Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
Maximum score	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
Maximum score – 1	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
Maximum score - 2	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
Maximum score - 3	Marginal	When considered in relation to the RFP evaluation factor, the proposal’s acceptability is doubtful.	Low
Maximum score - 4	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
No points	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.

4. The final individual scores of the Evaluation Committee members will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Department.

C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Points Possible.
2. The Department has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
Proposed Services/Plan of Operation	25	25	250
Experience in Providing Dining Services with Universities of Similar Size	25	25	250
Staffing, Management, and Personnel	10	10	100
References	10	10	100
Total Technical Score	70	100%	700

*Sub-Section's Percentage Weight x Total Technical Maximum Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. The proposal's weighted score for each sub-section will be determined using the following formula:

$$(A/B)*C = D$$

A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section

E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the proposal.

F. Technical proposals that do not receive a minimum weighted score of 600 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

3.2 ORAL PRESENTATION/DEMONSTRATION SCORE

- A. The three Prospective Contractors with the top Technical proposal scores after the completion of the technical proposal evaluation will be contacted to schedule an oral presentation/demonstration.
- B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.

- C. After each oral presentation/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/demonstration.
- D. The final individual scores of the Evaluation Committee members on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Technical score for each proposal.

3.3 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest annual grand total as shown in Table One (1) on the *Official Solicitation Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B)*(C) = D$$

A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

3.4 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor’s proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. The State may move forward to discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.5 DISCUSSIONS

Arkansas Procurement Law allows for discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award. ASUB reserves the discretion and the right to engage in discussions to the fullest extent permitted under Ark. Code Ann. § 19-11-230. After initial evaluation, ASUB may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

3.6 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor’s understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.