

# University of North Alabama

*Request for Proposal*

**RFP2010-18**

*Operation of*

# **Campus Food Service**

Released: March 1, 2010  
Proposals Due by April 28, 2010

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## I. PURPOSE

The University of North Alabama (UNA) is seeking proposals from qualified contractors to enter into an Agreement to manage UNA's Campus Dining Services beginning August 1, 2010. The overall goal in soliciting a Contractor to provide dining services is to enhance and find ways to improve upon the level and quality of food services provided, financial effectiveness, services and satisfaction currently being provided on campus. Products, prices, and services must promote confidence that the University community is obtaining the best possible combination of quality, customer service and price. It is the intent of the University to provide a qualified contractor with the opportunity to be profitable, but not guarantee total profitability through the exclusive use of mandatory meal plans. The University desires a contractor that can demonstrate their willingness and capability to take an aggressive independent role in marketing and promoting sales growth, along with a record of continuous quality improvement.

This Request for Proposal (RFP) includes instructions for submitting a proposal, the procedure and criteria by which a proposer may be selected, and the contractual terms by which the University of North Alabama, herein referred to as the "University", intends to govern the relationship between it and the selected Contractor

## II. GENERAL UNIVERSITY INFORMATION

The University has approximately 750 employees and a current enrollment of more than 7,200 full and part time students. Enrollment has increased by more than 10% over the least 5 years, growing 2-3% annually. Continuous improvements and expansions of academic programs, a safe small campus environment, excellent student-teacher ratios and the economically reasonable cost of living all create a platform for continued growth explosion.

## III. PROPOSAL REQUIREMENTS AND SCHEDULE

### A. Proposal Preparation and Submission

Prospective Contractors are instructed to deliver 1 original (marked as such) and 3 complete copies of the proposal (only one Disclosure Statement is required), enclosed in one sealed box or other package, in a manner that assures receipt by the closing date. Packages must be sealed and should designate the proposal number prominently on the outer package: "**RFP 2010-18.**"

**Mailing Address: University of North Alabama  
Office of Procurement RFP 2010-18  
UNA Box 5025  
615 N Pine St  
Florence, AL 35632-0001**

All proposals must be received in the Office of Procurement, Room 21 of Bibb Graves, by the scheduled deadline. The RFP opening is public, but will only announce the names of the Contractors who submitted a proposal. It is the Contractors' responsibility to ensure timely delivery of proposal.

Proposals may be withdrawn or amended at any time prior to the closing date and time.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities and strategies to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. The University shall not be liable for any costs incurred in the preparation and presentation of proposals.

Proposal responses should be submitted in the same order as requested in the Mandatory Responses Section of this RFP. Contractors are encouraged to submit additional information pertinent to this RFP or alternate options not necessarily requested within this RFP; however, elaborate brochures and other promotional materials are not necessary and are therefore discouraged. Each copy of the proposal should be bound or contained in a single volume where practical.

Ownership of all data, materials and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University and be subject to public inspection in accordance with the Alabama Freedom of Information Act. Trade secrets or proprietary information submitted by the Contractor shall not be subject to public disclosure under the Alabama Freedom of Information Act. Any confidential or proprietary data must be clearly marked as such.

By submitting a proposal, the Contractor agrees to be governed by the terms and conditions set forth in this Request for Proposals (RFP). Any exceptions to the specifications or the Agreement terms and conditions presented or contained herein must be clearly identified in the Contractor's proposal. The University reserves the right to accept or reject any and all proposals or any portions thereof.

Verbal communication shall have no force or effect on terms, conditions, and specifications as outlined in this RFP. The Pre-RFP Conference is scheduled to explain campus expansion plans and answer questions about the RFP criteria and process. RFP change requests should follow strict adherence to the Proposal Schedule. Any approved changes will be communicated via an addendum to the RFP.

**B. Evaluation and Award**

The service to be provided is not required to be let via formal bid; therefore this is a request for proposals and will not be evaluated pursuant to a strict bid process. The University has the discretion to evaluate the qualitative as well as financial aspects of each proposal and make its selection based on what it considers to be in the best interest of the University as a whole. The award and selection of the Contractor is solely within

the discretion of the University. However all decisions will be made public as evidence of a fair and equitable process of selection.

Alabama law (section 41-4-116, Code of Alabama 1975) provides that every contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. If awarded this contract, and by executing any subsequent contract, the contractor would hereby be certifying that they are in full compliance with Act no. 2006-557, confirming they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledging that the awarding authority may declare the contract void if the certification is false.

Contractors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University and/or be invited to meet with University officials for clarification and questions. The University will schedule the time and location for these presentations. Oral presentations are an option of the University and may or may not be conducted.

After proposals have been reviewed, visits may be made to selected institutions under contract with the proposing Contractor(s) to assist the University in its choice of Contractor.

Additional information may be requested while bids and proposals are under consideration.

The successful Contractor will be notified through an Award Letter of Intent to begin final contract negotiations.

**C. RFP Schedule**

<i>Release of RFP</i>	<i>March 1, 2010</i>
<i>Pre-Proposal Conference</i>	<i>March 11, 2010/ 2:00PM CST (GUC-LOFT)</i> <i>(Open Discussion Session / Tour)</i>
<i>Last Date for Questions/ Change Requests</i>	<i>April 6, 2010</i>
<i>Proposals Due</i>	<i>April 28, 2010/ 2:00PM CDT</i> <i>(Procurement Office)</i>
<i>Interviews/ Presentations</i>	<i>April 28 – May 14, 2010</i>
<i>Award Letter of Intent</i>	<i>May 20, 2010 (no later than)</i>
<i>Complete Agreement</i>	<i>June 11, 2010</i>
<i>New Agreement takes Effect</i>	<i>August 1, 2010</i>

**\*\*Please Note\*\*** this schedule is subject to change. In the event that the schedule does change, all bidders will be notified by addendum, which will become part of the RFP document.

## IV. CURRENT SITUATION AND CAMPUS DINING

### A. Campus Demographics and Data

To assist in the preparation of a proposal the following are the web site links to general campus information:

*Housing:* <http://www.una.edu/housing/>

*Campus Facts:* <http://www.una.edu/visit/>

*Campus Dining Website:* <http://www.una.edu/diningservices/>

*MANE Card Information:* <http://www.una.edu/manecard/>

*Academic Calendar:* <http://www.una.edu/admissions/academic-calendar.html>

*Campus Map:* <http://www.una.edu/visit/CampusMap2008.pdf>

### B. Dining Plans

Currently there are required meal plans, semester block plans and dining dollar, or “Flex-Dollar” (declining balance) plans that any student, faculty or staff person may purchase. Only new/first time residence hall students are required to purchase a mandatory meal for one year. See the referenced dining website for more in depth descriptions.

The dining plans and current cost offered are presented as follows:

#### **Plans Required for All New Resident Hall Students**

For all new/first time residents in:

Rice, Rivers, Lagrange, Lafayette, Hawthorne and Covington. (Mandatory)

15 meals/wk + 25 Flex Dollars/sem

12 meals/wk + 100 Flex Dollars/sem

*Both plans are \$1310.00/semester\**

#### **Plans Available to All Other Students (Optional)**

15 meals/wk + 25 Flex Dollars/sem

12 meals/wk + 100 Flex Dollars/sem

*Both plans are \$1310.00/semester\**

9 meals/wk + 150 Flex Dollars/sem

7 meals/wk + 225 Flex Dollars/sem

5 meals/wk + 325 Flex Dollars/sem

*All three plans are \$1037.00/semester\**

#### **Block Plans**

These plans are great for commuters. Any returning resident or upperclassmen may also choose from the following:

50 Meals/sem + 25 Flex Dollars/sem

*This plan is \$348.00/semester\**

25 Meals/sem + 50 Flex Dollars/sem

*This plan is \$226.00/semester\**

It is important to note that UNA is committed to making the necessary dining plan changes in order to support a quality program on campus. At a minimum, all future plans must be predicated on the basis of encouraging participation in the interest of sustaining full occupancy and a vibrant campus life environment.

### **C. Dining Facilities**

Towers Dining Hall - Located between Rice & Rivers Resident Halls (called Towers). This serves as an all-you-can eat facility for breakfast, lunch and dinner offering a variety of food options from one ticket. This dining area currently serves as the main dining facility for University meal plans.

GUC Food Court – Located on main floor of the Guillot University Center (GUC), student building, in the center of campus is a food court retail area. The Food Court is a retail location offering a variety of food formats paid in an ala carte style. Selections include Pizza Hut Express, A&W Express, Sandwich Shop, Pre-Packaged “pick-up & go” items, Hot Entrees, and a Soup & Salad bar.

SRC Sandwich Shop – Located in the Student Recreation Center (SRC) is a Subway Sandwich Shop. This space is also available as a part of this RFP.

C-Store – Located in Towers the C-Store serves as a small convenience store and remains open for late hour use.

Excluded Facilities – Kilby School is a laboratory school for student teacher training, operated under the administration of the College of Education. It is a part of the Lauderdale County School System and the cafeteria is operated in accordance with county contracts.

### **D. University Debit Card System**

The University Debit Card System, (Mane Card) is through CBORD. The University owns 3 Micros registers. It will be necessary for the contractor to provide a system that will accommodate the declining balance function of the Mane Card in all locations. It is expected that the University Debit Card (Mane Card) can be used at all food service sites managed by the contractor (Athletic facilities, food carts, dining hall(s), food courts, coffee shops, etc.).

### **E. Catering**

As the primary food Contractor for UNA, the Contractor is expected to offer catering options throughout the year. Creative, high quality menus with price sensitive alternatives combined with professional service are required. Catering in the GUC (Guillot University Center) is exclusive; however all other portions of the campus are open to local area competitors.

### **F. Concessions and Vending**

Concessions and Vending are not currently a part of the food service function. *However, bidders may include within their bid package a marketing proposal for University consideration of these services.*

### **G. Pouring Rights**

The University is currently under contract with Coca-Cola for the marketing of all cold beverages on campus or sponsored by the University. This agreement is in force until June 2011 with the option to extend to June 2013 before re-bidding.

## **V. FUTURE SITUATION AND ANTICIPATED DINING OPTIONS**

The University, as part of an intense master plan implementation effort, will be making several changes in its housing and dining programs and facilities.

Options for additional space and expansions not currently in use are as follows:

- The Student Recreation Center (SRC), has space for a retail shop/store /sandwich shop.. This space is currently occupied by Subway but can be made available for use by the Campus Food Service Provider upon contract award.
- Additional space in the Guillot Center will be available for potential renovations in the summer 2010 as existing departments will be relocated to another site.
- A new classroom/retail space building is in the planning phase and will be located at the entrance of campus. The general purpose of the entire first & second floors will be commerce and the third and fourth floors will provide classroom and office space. The first floor will provide space for several food service options while the entire second floor will be dedicated to a new on campus bookstore. Since the new building will be located at the campus entrance, just across from Admissions, it will be positioned to receive all incoming guests, service the downtown traffic of Florence and provide a gathering place for students. ***More information and Blueprints will be available at the Pre-Proposal conference and copies will be provided upon request.***
- It is expected that the contractor will be a major partner in the planning, design and renovation of new and existing buildings as a part of the University's Master Plan to ensure appropriate food service options are provided in these facilities.

## **VI. MANDATORY RESPONSES**

*Proposing firms should submit the following information in the order in which it is requested in this section. A Table of Contents should be included. Any additional relevant information should be included at the end in clearly labeled sections.*

### **A. Vendor Related Information**

Provide Company information to include: Company Name; Main Office Address & Contact details to include an email address; Principal Marketing and Service contact information.

### **B. Dining Plans**

Please submit a proposal of operation for the current facilities, Towers Dining Hall, The Food Court in the GUC, the C-Store and the Deli in the SRC. It would also be important to include the new building plan. The plan should include but not be limited to:



Proposed Meal Plan Prices and Packages *(may include discount options for faculty and staff)*

Meals Plans for Residence Assistants (31 – 40 students) and SGA Officers (5 students)

Marketing Plan

Concepts/ Stations

Menu

Décor & Suggested Signage

Staffing and Hours of Operation.

**C. Unique Marketing Plans**

Submit unique marketing plan(s) that have been proven successful at other locations and address all aspects of dining offered and plans for continuous growth of participation and sales on campus. This section should include special event ideas (for example: Exam week, Homecoming, Fund Raising Events, Commencement, and local festivals such as W.C. Handy, etc) that would increase sales and interest.

**D. Space Utilization Plan**

Submit a plan for the most effective and efficient use of space. This should include use of current space as well as recommendations for the best use of new space.

**E. Catering**

Please provide a catering plan to include:

Pricing & Menu Options for at least three or four levels of service ranging from very casual to formal.

Provide an explanation of the entire catering process and the steps taken to ensure confidence in a successful event and long term consistency of service expectation.

**F. Camps and Conferences**

Please provide a proposal for best known practices of servicing large groups during camps or conferences (example: groups sized 50-100/ 101-300/ 300-600). The proposal should include but is not limited to: Menu's, pricing, recommended set up, notification process / needs, and any specific recommendations based on experience known to facilitate good service for a large crowd.

**G. Staffing and Personnel**

Please submit a staffing plan that includes but is not limited to:

- i. Staffing charts for all operations including position titles, work schedules and wage rates. Provide a summary of full time employee's scheduled per week by location. All student worker opportunities should be identified as such.
- ii. Basic Employee Policies and Procedures which should include an ethics policy and training plan.
- iii. Benefit Package Summary & minimum qualifications to receive these benefits.

**H. Nutrition Program**

Please describe in detail any types of nutrition awareness programs that would be initiated on campus and how these programs will be promoted. Examples of such programs may include programs for those with chronic dietary issues (diabetes, low-cholesterol & low sodium needs, etc), religious diet preferences, and various degrees of vegetarian diets. Include any support from a full or part time dietitian as well as on line or website resources.

**I. Safety, Sanitation and Security**

Submit data to support the existence of programs your company brings to an operation with respect to providing a safe, sanitary, and secure work and dining environment. Please note the type and frequency of training programs and mandated procedures that support safety, sanitation, and security. Take further note of the University's interest in kitchen closing procedures prior to a given shut-down period.

**J. Branded Products**

Please indicate whether or not your firm will feature any branded products in any of its concepts. If yes, please disclose those brands here and indicate what, if any, contractual or franchise commitments and the resultant financial impact. What additional impact will result from your decision to bring that branded product to the campus; i.e., has your firm agreed to have XYZ deli meats exclusively for a period of time?

**K. Quality Assurance**

Submit a quality assurance plan that includes inspection processes, inventory management, procedures for customer complaints, periodic monitoring or service checks, etc.

**L. Equipment Maintenance**

Please submit a plan to assure the University that all food service employees will receive initial and ongoing training in the proper use and cleaning of all University owned capital equipment and mechanical systems.

**M. Financial Proposal**

The Financial Proposal should include commissions, renovation investments to existing facilities as well as capital commitments supporting known expansions as well as any other financial incentives that would enhance facilities for the ultimate mutual purpose of increasing revenue. Note: All contractors using space in the new building at the entrance of campus will be required to provide a capital commitment over the term of the contract.

**N. Evidence of Insurance**

Include evidence of existing insurance or a commitment to satisfy all insurance requirements outlined in the terms and conditions.

**O. References**

Include a list of colleges and universities where the bidder is currently operating and managing a campus food operation. The list should contain the sales volume(s) and history of operation, a current name and telephone number of the university contract

administrator/liaison officer for each food service operations, as well as the name and telephone number of the Chief Business Officer of each university listed.

## **VII. GENERAL CONTRACT TERMS AND CONDITIONS**

### **A. Applicable Laws and Courts**

The University of North Alabama is a body corporate of the State of Alabama and as such is subject to all applicable Federal and State laws governing such entities of the State. These laws include but are not limited to applicable Freedom of Information Act, the State Public Record laws, State Bid Law, and the State Ethics Act. Contractors are and will be expected to govern their conduct accordingly. This contract shall be governed in all respects by the laws of the State of Alabama with venue in Lauderdale County, Alabama.

### **B. Management and Personnel**

- i. The Contractor will maintain an adequate staff on duty at the University at all times to ensure a quality dining service operation. In order to maintain a high quality of service, the Contractor will be responsible for providing expert, experienced, and qualified personnel for administration and supervision, menu planning and dietetics, production, purchasing, service, sanitation, marketing, and equipment consulting both on campus and at the Contractor's corporate level.
- ii. The Contractor will have the capability of and be financially responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes, without limitation, unemployment insurance, worker's compensation, and other taxes, health examinations, permits, and licenses. The Contractor shall act as an independent Contractor, and not an agent of the University, in all aspects of any management and operational duties and responsibilities in its delivery of the University's food services.
- iii. The University will have the right to conduct interviews of proposed candidates for the Contractor's director position and review the Contractor's final recommendation before an appointment is made. The University reserves the right to interview the proposed candidates for site manager and have an active role in the final decision. The Contractor will not transfer or change the Director unless sixty (60) days advance notice in writing is provided to the University and a suitable replacement is on-site..
- iv. The Contractor is responsible for the on-campus behavior of all its employees. Contractor's employees will abide by all rules and regulations which govern the University' employees. Infraction of those rules and regulations may result in the University requesting that the individual no longer be employed at the Contractor's University account.
- v. The Contractor is encouraged to employ University of North Alabama students, when possible. Student employees of the Contractor are not to be paid less than the Federal minimum wage.
- vi. As a courtesy and to assure that there is a known contact in charge for the Contractor in an emergency, the Contractor will notify the Vice President of

Business and Financial Affairs when the General Manager is to be out of town and who has authority to make decisions in his or her absence.

**C. Equipment- Inventory Procurement and Repair**

- i. The University will provide and make available existing furniture, fixtures and equipment currently associated with the Food Services Premises. The Contractor will provide all service wares, including kitchen utensils, china, glassware, silverware, linens, and other needed service wares. Upon termination and contract award an initial inventory of expendable and non-expendable supplies and service equipment will be verified and established as a minimum. The Contractor, through the life of and termination of this Agreement, shall maintain such minimum or par stock levels as a cost of doing business.
- ii. The University will provide existing office space. The Contractor will be responsible for maintenance of such space in good condition and repair. The Contractor at its own expense will furnish any additional office furniture not included in the current offices.
- iii. With respect to the equipment provided by the University (see Attachments) the University makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Unless otherwise specifically agreed, all University equipment offered for Contractor's use will be supplied in "AS IS" condition.
- iv. On termination or expiration of the Agreement, the University will conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Contractor will surrender the facilities and non-expendable supplies and equipment to the University in as good condition as at the start of the Agreement, excepting ordinary wear and tear and loss or damage by fire, flood, and other perils covered by extended coverage insurance. The inventory must be equal to the original inventory plus any additional (not replacement) equipment provided during the life of the Agreement
- v. The un-depreciated value of additional capital equipment (purchased by the Contractor and listed and agreed to by the University) at the time of a transition would be purchased by the new Contractor or the University. Depreciation will be straight-line method over ten years.
- vi. The Contractor, at its cost, will provide any office machines necessary for the management of the dining service operation including computers (and software), printers, facsimile machines, copy machines, typewriters, calculators, and other similar items.
- vii. The Contractor will be responsible for the proper use and care for the equipment and facilities it is assigned and/or uses in the performance of its daily duties as specified by the equipment manufacturers. The Contractor will be responsible for performing first level (operator) preventive maintenance on all equipment, fixtures, furnishings, and building components.

- viii. The Contractor will provide, at its own cost, any other equipment not provided by the University that the Contractor deems necessary to implement its unique concepts. The installation of permanent Contractor or supplier owned equipment will require the prior written approval of the University.
- ix. The University will be responsible for repair and maintenance of all University owned equipment (see Attachments). The cost of these repairs will be paid by the University, except where it has been determined by the University that damages were due to its negligence or an event under its direct control and responsibility

**D. Debit Card (Mane Card) Equipment and Support**

- i. The University owns 3 Micros Terminals. These terminals directly support the CBORD Mane Card debit system. The Contractor will be required to reimburse the University for the cost of the annual maintenance agreement. Any additional terminals will be purchased by the contractor and all maintenance agreements owned wholly by Contractor.
- ii. The Contractor may choose to negotiate with the University Computer Services Department for annual technical support for the Mane Card Systems, or otherwise contract to ensure continuous operation and availability of service to UNA students.
- iii. Mane Card must be usable at all contractor managed food service sites and facilities.

**E. Food and Other Supplies**

- i. The Contractor will be responsible for all costs (as a part of doing business) for required food, paper, office, janitorial, and chemical supplies for the operation of the dining facilities.
- ii. The Contractor will be responsible for providing and maintaining an inventory of disposable service ware adequate to meet emergency needs should the dishwashing facilities become inoperative and paper or other disposable service is required.
- iii. On expiration or termination of the Agreement, inventories of food and expendable supplies of the Contractor will remain those of the Contractor.

**F. Utilities**

- i. The University will be responsible for providing and paying for electricity, gas, steam, water, sewer service, and air-conditioning, where applicable, for the food service operations.
- ii. The University does not guarantee an uninterrupted supply of water, steam, electricity, gas, heat, or air conditioning. However, the University will take reasonable efforts to effect restorations of the service following an interruption. The University will not be liable for any damages or losses attendant thereto, including without limitation, product loss that may result from the interruption or failure of any such utility services, nor any loss of use or lost profit.

- iii. The Contractor will assume responsibility for maximum utility/energy conservation. The Contractor will adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment, and other energy consuming items when the Dining Service facilities are not in use or when business volume dictates a reduction in the use of utilities. Failure to implement and enforce maximum utility/energy conservation may result in financial penalties.
- iv. The Contractor will use the University Telephone System and will pay all hookup fees and any monthly long distance phone charges.

**G. Sanitation and Safety**

- i. The Contractor will provide daily housekeeping and all major cleaning/janitorial functions along with requisite sanitation services for dedicated food service areas. In addition, the Contractor will maintain the dining room throughout the service hours to include wiping down tables, cleaning spills, emptying trash, and keeping the dining areas neat. These facilities will include, but not be limited to, production and serving areas, dining rooms, convenience stores/snack bars, refrigerators, freezers, receiving and storage, trash and garbage, employee area and rest rooms, offices, hallways, stairs, and related spaces used by the Contractor.
- ii. The Contractor will ensure that all employees are trained in the highest standards of sanitation and safety and supervised in a "clean as you go" policy that will result in a clean and orderly facility at all times.
- iii. The Contractor will develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean, neat, and sanitary appearance. Upon review and approval by the University, schedules will be posted and implemented within 30 days of the beginning of the Agreement.
- iv. The Contractor will be responsible for routine cleaning of the hood exterior and interior surfaces and filters. For purposes of risk management, the University will retain responsibility for all maintenance functions for the hood and fire extinguisher system.
- v. When the Dining Service areas are closed for University holidays or shutdowns, these areas will be left in a clean and ready-for-inspection condition. Prior to seasonal shut down the University Facilities Department will inspect, approve and document the conditions of each area for closure.
- vi. The Contractor will be responsible for providing, cleaning, and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels, and other related dining service linens.
- vii. The Contractor will be responsible for providing food handler certificates and/or medical examinations as required by law and will make such records available for review upon University request.

- viii. Employees will be in uniform and wear a visible nametag identification at all times while on duty. Management will be appropriately dressed (but not necessarily in uniform) and wear nametag identification.
- ix. The Contractor's employees will be neat and tidy in appearance and will follow established hygiene legal mandates and food service industry best practices in the handling of food.
- x. All employees will receive a sanitation orientation and/or in-service training as a minimum of sanitation and hygiene requirements.
- xi. The Contractor will not allow employees to work with known illnesses (those transmitted through the air or via the food products, equipment, or other mediums), open sores, or other symptoms. Any contagious disease such as hepatitis must be reported immediately to the University Health Department.
- xii. The Contractor will be responsible for all costs and maintenance of insect and pest control in all assigned areas for production, service, and storage.
- xiii. The Contractor will comply with both present and future recycling programs as adopted by the University. The Contractor is expected to recycle or donate excess food, packaging, and other items as they comply with University policies and meet state and local sanitation and safety regulations.
- xiv. The Contractor will immediately report fires, unsafe conditions, thefts, and security hazards to the University Facilities Department. *While all incidents must be reported, emergency (verses nonemergency) situations may require the first contact be to the local fire department, however the University Police Department and the Facilities Department must be subsequently notified.* The Contractor will immediately fix and report to the University any conditions cited in any citations by local, state, or federal agencies or those identified by the University's Campus Dining Administrator for unsafe conditions to the University.
- xv. The University reserves the right to periodically conduct an unannounced inspection with or without the Contractor. Consultant inspectors for all state and local authorities and from the University will have complete cooperation from the Contractor. When state and local authorities arrive for inspection, the University will be notified and, whenever practical, will be present for the inspection. The Contractor to the University will transmit a copy of the inspection report within 48 hours of receipt. Within five (5) working days, the Contractor will provide the University with a written report of corrective action if necessary. In the event that corrective action is a joint responsibility, the Contractor will notify the University of its Responsibility in the matter and will work with the University in the implementation of such action.
- xvi. The University will furnish and maintain fire extinguisher equipment and supplies. The Contractor will notify the University immediately after any fire extinguisher use or discharge.
- xvii. The University will provide for the removal of trash and garbage taken to the designated area of each facility. The Contractor will cooperate with the

University in minimizing disposal costs. Storage of refuse and recycling should be in appropriate clean containers and in unobtrusive areas of the facility, not in the production or dining areas.

#### **H. Security**

- i. The University will provide general security to the campus locations occupied by the Contractor. It is agreed that the campus locations assigned to the Contractor are for use solely to fulfill the Contractor's duties and that the Contractor will, at all times, keep University facilities secured. In the event the Contractor is required to share premises, e.g., when a cafeteria dining room is used for programming, the University will return the Dining Room to its standard of security during those times when the Contractor's portion of the facility is closed. The Contractor will be responsible for any loss or damage resulting from the Contractor's failure to provide adequate security under these circumstances.
- ii. The Contractor will be responsible for accounting for the location of any keys or locking devices provided to the Contractor at the onset of the Agreement. The Contractor will be responsible for the cost of replacement of lost keys. If the University determines that keys lost by the Contractor or its employees could compromise campus security, the Contractor will be responsible for paying all costs associated with re-keying designated locations. Prior to the commencement of the Agreement, or at any time during the Agreement term, the Contractor may request the University to re-key the facilities with the Contractor paying any costs of such re-keying.
- iii. The Contractor will be responsible for immediately reporting to the University Police Department any break-ins or unauthorized entries into the food service areas and all property losses associated therewith. The Contractor will be responsible for reporting to the University all accidents involving its staff or customers and all disputes or behavioral incidents involving staff, students or patrons that occur in or around the premises. The University will not be responsible for the criminal acts of third parties.

#### **I. Marketing**

- i. Within all applicable tax codes and with sensitivity to local town and gown issues, the Contractor will cooperate with the University to regularly develop and implement advertising and promotional efforts to increase the visibility and image of the University Dining program to the faculty, staff, and students. The University will cooperate with the Contractor in promoting and merchandising services and products to attract more customers to more fully utilize the dining services.
- ii. The Contractor will be responsible for all costs associated with advertising and promotional efforts through printed or other media vehicles. At a minimum, the Contractor will disseminate to student, faculty, and staff information brochures, catering menus, and other communications as shall be mutually agreed upon.



- iii. All advertising and promotional efforts will be coordinated through, and reviewed by, the University prior to publication and distribution, and will be limited to campus media intended for students, staff, guests, and faculty of the University.
- iv. The Contractor will maintain a University of North Alabama Dining Services website that presents a positive image of campus dining. The site must include current hours of operation, menus, prices, specials, dining plan information and other information pertinent to dining as well as provision for customer feedback.

**J. Food Service Advisory Committee**

A food service advisory committee will be established for the University and will include representatives of both contract resident and retail customers. The Contractor will meet quarterly (or as scheduled between both parties) with Food Service Advisory Committee members to discuss a variety of issues including, but not limited to, menus, pricing and portions, menu specials, premium and festive meals, preparation and service standards and practices, hours, trends, and news of the food service industry.

**K. Nutrition Awareness**

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

*Provision of nutritional analysis, by portion, of each menu item, to indicate amounts of calories, fat (animal and trans fat must be clearly identified), sodium, sugar, carbohydrates, etc. This information must be posted by the serving area for each food item. Availability of recipe files for customer review of nutrition information is a requirement. All products that might be medically harmful (i.e. peanuts) or violate religious dietary laws must be clearly identified at the point of service.*

**L. Menu**

- i. Menu selections shall be planned to enable the University community clientele to meet appropriate recommended dietary allowances set by the Food and Nutrition Board of the National Research Council. In addition to popularity and cost factors, menus shall be planned to be appealing to sight, taste and smell and shall take into consideration contrasts in color, shape, texture, and flavor of foods.
- ii. Weekly board and retail menus shall be designed to be attractive and posted in prominent places in the dining areas, on the web site, and other locations agreed upon with the University. Daily menus shall be posted in prominent locations of the dining areas and substitution of menu items shall be noted. Menus shall be available at least 72 hours before they go into effect in both print and electronic mediums.

**M. Purchasing Standards**

- i. It is a desire that the Contractor purchase and promote Alabama-grown food products whenever possible. Food products grown in Alabama can include those

from the fruit, vegetable, nut, poultry, cattle, peanut, soybean, swine and aquaculture industries. Promotion should include labels that specifically indicate that the food item was produced in Alabama.

- ii. Food purchased by the Contractor for use at the University shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications as follows:
  - Beef and Veal - USDA Choice, except for meat used in extended dishes that may be USDA Standard
  - Pork and Lamb - USDA Grade A (#1)
  - Poultry - USDA Grade A
  - Seafood - USDA Grade A
  - Eggs - USDA Grade A (Large or Medium)
  - Dairy Products - USDA Grade A
  - Frozen Foods - USDA Grade A Fancy
  - Fresh Produce - USDA #1 Quality
  - Canned Foods - USDA Grade "A" Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups.
  - Cheeses such as Cheddar, Swiss, and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as an alternative sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.
  - Ground Beef - USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%.
  - Veal and Pork steaks shall be solid meat portions - unbreaded and not preformed from chopped or ground meat.
  - Frankfurters/Hot Dogs - maximum eight per pound, all meat, no filler. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements.
  - Processed lunch meats such as bologna and salami shall be a quality "all meat" or a turkey product.
  - Whole meat as defined for the dinner meal will include roasts, chops, chicken, etc. Fish will be an appropriate substitute for the whole meat requirement one (1) night per week. This is not intended to restrict more frequent selections of fish. Chopped formed patties, frequently called steaks, will not satisfy the whole meat requirement.
- iii. Purchase of food, supplies, and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration's (FDA), and National Sanitation Foundation (NSF). In the absence of grade labeling, the Contractor shall provide the University, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. In addition, the Contractor must be prepared to assure the University that all of its food and supply vendors meet, if not exceed, all regulatory body laws and standards.

- iv. The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing, and inventorying of all foods and direct supplies.

**N. Preparation Standards**

- i. Cook-to-order and progressive cooking should be the normal method of operation, staggering the preparation of food whenever possible so that nutritional value, temperature, and overall quality can be maintained during serving hours.
- ii. Recipes standardized for quality, yield, cooking procedures, serving containers and utensils, and portion size shall be used to assure product and portion consistency.
- iii. Leftover foods shall be kept to a minimum, refrigerated as necessary in shallow pans after each meal, properly covered, and used promptly. All leftovers that require refrigeration shall be properly chilled and stored in one location labeled and dated and served within 48 hours as an extra selection.

**O. Service Standards**

- i. Hot foods are to be served hot (above 135 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit). Industry best practice standards should be used for thawing, chilling, and re-heating all food products.
- ii. All food shall be garnished when appropriate for attractive presentation.
- iii. Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served.
- iv. When applicable (camps, conferences, weekend brunches, etc.) any all-you-care-to-eat operations serving stations and bars are to be kept well stocked throughout each serving period. The last customer is to be offered the same range of choice as the first customer. All food items other than desserts will remain at their respective stations for a minimum of 15 minutes after the posted closing time. Desserts must remain available for a minimum of 30 minutes after the posted closing time.
- v. Food items at the servicing stations and salad bars shall be readily identifiable with attractive and individual labels.
- vi. Appropriate wrappings for grab and go foods shall be used as needed. Wrapping shall be both attractive and serviceable, and, if possible, recyclable.
- vii. Display and serving areas shall be kept clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas, and floors. Partially used and broken items shall be promptly removed from the serving area.

**P. Exam Weeks**

In addition to the specified special meals, the Contractor is encouraged to provide and actively market a variety of "treats" and/or late night meals that are designed to be educational and social and add a surprise element to the Program.

**Q. Special Diets**

The Contractor shall provide special diets for students when approved in writing by the designated University representative and the Vice President of Business and Financial Affairs. The Contractor's corporate dietitian shall assist the resident Manager in providing the diets as approved.

**R. Hours of Operation**

- i. Once established, hours of operation may not be changed without the express written permission of the Vice President of Business and Financial Affairs.
- ii. It is expected that the contractor will establish extended evening and weekend hours in its facilities to support and accommodate students, faculty, staff, community members, and guests and to enhance the quality of student life.
- iii. During academic recesses and holiday periods, the hours of operation may be adjusted or suspended if approved by the Vice President of Business and Financial Affairs.

**S. Catering Specifications / Terms**

- i. The Contractor shall provide a catering program for University-approved functions at various locations on or near campus, as requested. This is to include but not be limited to receptions, banquets, private parties, refreshment service, carryout service, and other special events. The catering program should reflect the diverse needs of students, faculty, staff and administrators in its service menu. The Contractor will have exclusive rights to cater functions in the Guillot Center. All other areas on campus will be encouraged but not required to use the University Food Service Contractor. The Contractor is encouraged to be innovative, competitive and service oriented to promote catering outside of the Guillot Center.
- ii. Catered service procedures, operational requirements, and menus shall provide four levels of service for catering:
  1. Fine dining
  2. Standard table linen, china, and flatware
  3. Paper and disposable
  4. Pick-up/carry out ("no frills")
- iii. A complete catering guide to menus, prices, portions servings, catering policies, minimums, additional charges, etc. shall be submitted to the appropriate University departments for their review and comment prior to the start of the Agreement. On going, copies of the catering guide shall be printed in sufficient number and distributed by July 1 each year. The Contractor shall be responsible for cost, production, and distribution.
- iv. The Contractor shall honor the specific commitments of menus, prices, and other arrangements made under the current contract, and known by the University, for catering service prior to beginning a new Agreement. This is to include any scheduled camps and conferences.

- v. The Contractor shall meet at least quarterly with the University to evaluate the catering program and, as necessary, make revisions to improve overall service.
- vi. The University shall control the space commitment and scheduling of authorized University catered events. The Contractor shall coordinate the menu and details of services required and advise on effective program arrangements with the individual or department requesting catering service.
- vii. The Contractor shall provide a sufficient number of qualified and trained staff to service the events, take and process catering orders, respond to inquiries, and handle all aspects of a quality catering program.
- viii. The Contractor shall identify one of its staff members, who have been trained for this type of service, as a catering manager who will be responsible for all aspects of catered events. This person's other duties should not conflict with these responsibilities.
- ix. The Contractor shall be responsible for control of admissions and collection of tickets for catered events where required by the event sponsor or host.
- x. The Contractor shall establish and maintain a regular process for evaluating a catered events' food and service quality.

**T. Summer Camps and Conference Requirements**

- i. Annually, upon request, the Contractor shall provide proposed rates for summer camps/conferences to the University by September 15th for the ensuing year. If requested by the University, periodic meetings shall be held throughout the year to determine the pricing format, services desired, conference schedules, numbers, dates, desired feeding locations, and any other pertinent information.
- ii. Menus may be varied to suit the clientele (such as youth or high school athletic camps, adult groups), but the meals shall be provided with services, food preparations, and presentation at a level of quality at least equal to that of the regular academic year.

**U. Financial Reporting**

- i. Quarterly financial reports shall be submitted to the Vice President of Financial Affairs. These reports should include, but not be limited to, sales volume by location, by plan and then tallied, transaction history, inventory status, previous quarter comparison data, and any promotional accomplishments.
- ii. The Contractor shall supply an audit certified year-end balance sheet to the Vice President of Financial Affairs within 30 days of each contract anniversary year end. Audits must be obtained from a third party firm holding no associations with the Contractor.
- iii. Commission payments as set in the Contractor's proposal shall be made monthly by the Contractor to the University and shall be paid within ten (10) days after the close of each month in which they were earned. Annual capitalization payments shall be made within the first thirty (30) days of each contract year.

## **V. Term of Engagement**

The University may award an initial 5 year contract with the option to extend another 5 years if it is proven beneficial to the University overall. The contract will be reviewed annually and the contractor evaluated to document service and performance throughout the term of engagement.

## **W. Cancellation Terms**

- i. Cancellation for Breach: The University may cancel the contract at any time for a breach of any contractual obligation by providing the Contractor with a written notice of such cancellation. Prior to issuing such a notice, the University will, if appropriate, provide the Contractor with an opportunity to cure the breach within a reasonable period of time. Should the University exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- ii. Right to Terminate Contract: The University reserves the right to terminate the contract, with or without cause, for the convenience of the University without penalty or recourse by giving written notice to the Contractor at least ninety (90) days prior to the effective date of such termination.

## **X. Insurance**

- i. The University will provide property and casualty insurance, under the University's policy, covering the Food Service areas and any fixtures and equipment owned by the University.
- ii. Specifically the Contractor must provide the following insurance:
  - a. Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes. At a minimum it should include:
    - Bodily Injury by Accident- \$500,000 each accident
    - Bodily Injury by Disease - \$500,000 each employee
  - b. Comprehensive General Liability Insurance subject to \$3,000,000 limits.
  - c. Property Damage Liability Insurance in the amount of \$1,000,000.
  - d. Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.Evidence of insurance will be required upon implementation of contract award and may be requested by the University at any time in the future.
- iii. The Contractor shall save and hold harmless the University from claims which may arise in connection with the operation of the Food Services facilities specified herein and sales of products or performance of any services under this contract or agents, or representatives, except for claims caused by the University or any of its employees, agents, or representatives, for which University of North Alabama shall deem the Contractor harmless, as allowed by Alabama State Law.
- iv. Contractor's insurance policies shall name University of North Alabama as an additional insured and loss payee, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured, and shall contain covenants requiring thirty (30) days written notice to the University of North Alabama before cancellation, of such coverage. These policies shall be primary and noncontributing with any insurance carried by University of North Alabama.

**Attachment I**  
**State of Alabama**

**Disclosure Statement**

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

(       )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

(       )

This form is provided with:

☐ Contract

☐ Proposal

☐ Request for Proposal

☐ Invitation to Bid

☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes

☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of good or services previously provided, and the amount received for the provision of such goods or services.

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes

☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Notary Expires

*Act 2001-995 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*



## **ATTACHMENT II: CURRENT MEAL PLAN DATA**

### **Average Weekly Board Plans UNA payments to Contractor Only**

	<b>15 Meal</b>	<b>12 Meal</b>	<b>9 Meal</b>	<b>7 Meal</b>	<b>5 Meal</b>	<b>50 Block</b>	<b>100 Block</b>	<b>Average Weekly Total</b>
<b>Fall 2008</b>	<b>131</b>	<b>468</b>	<b>27</b>	<b>32</b>	<b>34</b>	<b>58</b>	<b>25</b>	<b>\$40,831.91</b>
<b>Spr 2009</b>	<b>122</b>	<b>448</b>	<b>22</b>	<b>28</b>	<b>26</b>	<b>50</b>	<b>18</b>	<b>\$38,077.62</b>
<b>Fall 2009</b>	<b>150</b>	<b>509</b>	<b>51</b>	<b>33</b>	<b>32</b>	<b>64</b>	<b>26</b>	<b>\$47,898.69</b>
<b>Spr 2010</b>	<b>146</b>	<b>492</b>	<b>42</b>	<b>22</b>	<b>21</b>	<b>58</b>	<b>26</b>	<b>\$44,855.86</b>

**ATTACHMENT III:  
UNA OWNED EQUIPMENT LIST**

1	PITCO FRIALATOR ELECTRIC FRYER MODEL#
2	Pitco Electric Fryer
3	Fire Extinguishing System
4	Dishwasher/Hobart
5	Tray Conveyor/Caddy
6	Kettles/Twin 6-Gallo N
7	Steamer/2-Compartment T/Mkt Forge
8	Exhaust Hood/Maxi air
9	Oven/Revolving Tray
10	Convection Oven, Blodgett Model
11	Pressure Steamer, Market Forge
12	Refrigerator, Reach-in Traulsen
13	Freezer, Reach-in Traulsen Model RLT23NUT-FHS
14	Vertical Cutter/Mixer VCM Hobart Model HCM450-61
15	Dishwasher, Door Type Hobart Model AM15T-2
16	Tilting Skillet/Braising Pan, Electric Vulcan Hart
17	Combination Oven, Electric, Full Size Hobart
18	Pot Scrubber Hobart Model TWII+BUILDUP
19	Blast Chiller Traulsen Model RBC100
20	Oven, Deck-Type, Electric Baxter, 208v/60/3ph
21	Oven, Deck-Type, Electric Baxter, 208v/60/3ph
22	Ice Cream Freezer, Taylor Model 794
23	Espresso Pushcart
24	System Package, Sound System, Univ. Ctr.
25	Refrigerator/Traulsen M07887061
26	Ice Machine, Scotsman Fm 2400
27	Steam Kettle, Market # 197621