



TO: POTENTIAL BIDDERS
FROM: Tuskegee University
DATE: June 13, 2022
SUBJECT: Request for Proposal for Food Dining Services

Tuskegee University (University or TU) is currently seeking a full-service Food Service Contractor or Contractors ("Contractor", "Offeror" or "Proposer") to provide dining services for its dining facilities located on the campus of TU.

Term of Contract - The term of the contract shall consist of six (6) base years (subject to earlier termination) with the option to extend for two (2) additional two-year periods. The base years will commence on the date the Notice-To-Proceed is issued. The exercise of a Contract option will be at the sole discretion of the University. The contract will be extended by the University under the terms and conditions of the original contract unless written notice is given by either party to the other by U.S. Certified Mail of its intent not to renew at least ninety (90) days prior to the expiration of the term in force.

Type of Contract: This is a firm-fixed-price contract.

ACTION ONE: You are invited to review and respond to the attached Request for Proposal (RFP).

ACTION TWO: Contractors are invited to respond to the Facilities RFP that is being circulated during the same time period as the Request for Proposal for Food Services.

REQUIRED: ("RFP"):

PROJECT TITLE: Food Dining Services

DUE DATE: Proposals must be received by 3:00 PM CST on October 12, 2022

SUBMISSION OF PROPOSAL: All proposals shall be submitted to the Purchasing Department (See page 52)

Table of Contents

Section 1: Introduction, Background and Overview.....	6
A. Introduction.....	6
B. Background	6
C. Overview	11
D. Timeline Schedule.....	12
Section 2: Scope of Work	13
A. Overview and Term of Contract	13
B. Operation of the Campus Food Services Program	13
C. Exclusive Rights.....	14
D. Emergency Situations	14
E. Personnel	14
F. Provision of Annual Plan.....	17
G. Transition Plan	18
H. Standards of Operation.....	18
I. Items of Guidance	19
J. Food Prices	19
K. Minimum Purchase Specifications.....	20
L. Quality Assurance and Food Safety	20
M. Sanitation and Maintenance	21
N. Contractor's Service Standards	23
O. Contractor's Communication of Nutrition Awareness.....	24
P. Catering Services	24
Q. Marketing.....	25
R. Minimum Menu Requirements – All You Can Eat Dining.....	26
S. Receipt of Complaints	29
T. Complimentary and Special Priced Meal Plans	31
U. Annual In-kind Contributions	31
V. Annual Student Internships.....	31
W. Capital Commitment of the Contractor.....	31
X. Record Keeping.....	32
Y. Contractor Provided Equipment.....	32
Z. Alternative Dining Locations	33

Section 3: General Terms and Conditions	33
A. The University Responsibilities and Rights	33
B. Provision of Capital Equipment	33
C. Provision of Small-wares	34
D. Provision of Office Space	34
E. Provision of Insurance	34
F. TU Rights	34
G. Restrictions To The Contractor	35
H. Representation of Food Services Program	36
I. TU Name	36
J. Information	36
K. Financial Agreements	36
L. Payments of TU's Obligations	37
M. Payments to TU	37
N. Working Capital	37
O. Collection of Sales Receipts	37
P. General Terms	38
Q. Alcoholic Beverages	38
R. Casualty	38
S. Non-Discrimination	38
T. Non-Hiring of Employees	38
U. Purchasing by Contractor	38
V. Purchasing From Contractor	39
W. Key Control	39
X. Correction of Error, Defects, and Omissions	39
Y. Termination of Contract for Default	39
Z. Termination of Contract for Convenience	40
AA. Disputes	40
BB. Assignment	40
CC. Use of Third Party Contractors	40
DD. Other Contractor	40
EE. Compliance with Laws	41
FF. Alabama Law Prevails	41

GG. TU Policies, Rules, and Regulations	41
HH. Retention of Records	41
II. Non-availability of Funding	41
JJ. Delays and Extensions of TU	42
KK. Contractor’s Response to Casualties, Accidents, and Claims	42
LL. Liability Insurance:	42
MM. Indemnification	43
NN. Release	43
OO. Suspension of Work	43
PP. Liability for Loss of Data	44
QQ. Waiver of Recovery	44
RR. Severability	44
SS. Survival	44
TT. Safety	44
Section 4: Evaluation and Selection Procedures	44
A. Evaluation And Selection Committee	45
B. Evaluation Procedure	45
C. Interview	45
D. Final Ranking and Selection	45
E. Evaluation Criteria.....	46
F. Technical Proposal.....	46
G. Price Proposal	46
H. Scoring	46
Section 5: Proposal Format.....	47
A. Technical Proposal.....	47
B. Financial Resources.....	48
C. Operational Expertise	48
D. Personnel.....	49
E. Concepts, Menus, and Pricing - Existing Operations	49
F. Final Proposal	50
G. Economic Realities of the Vision.....	52
H. Key Elements of the Vision	52
I. RFP Response.....	52

J. Due Date.....	52
K. Proposal Content Instructions	53
L. Copy of Proposal	53
M. Additional Requirements.....	53
PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP	53
PROPOSAL SIGNATURE PAGE FOR A CORPORATION.....	54
ADDITIONAL CONSIDERATIONS	56

Section 1: Introduction, Background and Overview

A. Introduction

Tuskegee University (University or TU) is currently seeking a full-service Food Service Contractor or Contractors ("Contractor", "Offeror" or "Proposer") to provide dining services for its dining facilities located on the campus of TU.

1. The Following Services are Required:

Full-Service Management, Operations, and Equipment Maintenance and Replacement for Campus Dining. Select Catering, Concessions, and Convenience Retail and Food Services.

2. Service Exclusions:

The Kellogg Center services and operations and other service locations as determined by TU.

3. Campus Food Service Program

To be the provider of dining services for TU students and students attending summer programs in existing and future food service venues.

4. Catering Program

Catering will be exclusive unless approved otherwise by the university's President and/or CFO for Homecoming-related activities. The contractor will, however, be designated as the University's preferred caterer as long as it achieves and sustains a high level of satisfaction and competitiveness, as determined by the University. In order to be as competitive as possible with the local restaurants and catering market, TU requires the contractor to propose and implement a two-tier pricing format wherein all TU events will be priced at breakeven plus agreed upon profit. Events sponsored and paid for by third parties may be charged comparable market pricing.

5. External Food Service Trucks

TU has the option to allow outside food service trucks on campus every Thursday and select other days (limited days) as determined by the VPBA/CFO.

B. Background

The Institution - TU is a historic, private, four-year, and state-related institution of higher learning, serving approximately 2,600+ full-time and part-time students from around the world. The University consists of more than 100 buildings and is located on some 5,000 acres in Tuskegee, Alabama. The University is world-renowned and has a College of Engineering, College of Veterinary Medicine, College of Agriculture, Environment & Nutrition Sciences, College of Business and Information Science, and a College of Arts and Sciences.

1. Campus Enrollment

The University has embarked upon an expedited growth initiative that includes objectives to reach an enrollment of over 3,156+ students by FY 2027. Historically, approximately 60% of students have a need to reside on campus.

- a. Enrollment may vary from 2600+- students.
- b. Students purchasing multiple types of meal plans and residing in TU residential halls may range from 590 – 1231 (COVID to Pre/Post COVID).
- c. Another 400+ students over and beyond TU's current residential halls capacity may purchase a meal plan also.
- d. Additionally, another 346+ students will reside in TU campus apartments, some of which may purchase their choice of a meal plan option.

2. Special Activities

Special activities generally refer to events that occur outside of the Fall and Spring semesters of each year. All special activities and the number of participants are subject to change each year.

- a. Quarantine Meals: Meals for those that are in quarantine due to exposure to or contraction of COVID-19. These meals must be delivered directly to the student in the isolation facility.
- b. Football Early Arrival – July through the first day of fall classes.
- c. Band Camp – Approximately 125 students. Second week of July until the first day of Fall classes.
- d. Student Ambassadors – Approximately 40 students. Third week of July until the first day of Fall classes.
- e. Volleyball Camp – Approximately 15 students. Second week of July until the first day of Fall classes.
- f. Basketball Team – Approximately 55 students. During Holiday Break in December.
- g. Resident Advisors – Approximately 70 students. Last week in July until first week of classes.
- h. Orientation Leaders- Last week in July until first week of classes.
- i. Summer Programs and Summer Camps
- j. Extended Sports
- k. Other activities as determined by the University

The balance of this page is intentionally left blank!

3. Retail Locations

Tompkins Hall Main Cafeteria

Weekdays: 7:00am–7:30pm

Breakfast: 7:00am–8:30am

Continental Breakfast: 8:30am–11:00am

Lunch: 11:00am–1:30pm

Lite Lunch: 1:30pm–4:00pm

Dinner: 4:00pm–7:30pm

Weekends

Brunch: 10:30am–2:00pm

Dinner: 4:00pm–6:00pm

Margaret Murray Washington Hall Desire a Chick-fil-A Full-Service Restaurant

Weekdays: 7:00am–9:30pm

Weekends: 2:00pm–9:30pm

Tompkins Hall Coffee Shop and (Grill or Agreed Upon Brands, such as Gionino's Pizzeria, as an example)

Weekdays: Hours TBD

Saturday: Hours TBD

Sunday: Hours TBD

Red Tails Landing Convenience Store and Food

Weekdays: Hours TBD

Saturday: Hours TBD

Sunday: Hours TBD

Special Request for Retail Food: To have a full-service Chick-fil-A on campus within the first year of operations. The cost of meeting this requirement must be included in the initial proposal and cost projections to TU.

4. The University Beverage Pouring Rights

- a. The University is currently under contract with Coca-Cola. The contractor will be required to adhere to all aspects of this established contract. In general terms:
 - i. Coke and its brands are "the sole and exclusive Beverage advertised, recognized, supplied, sold, served, given away or promoted in and upon the Venue". However, the University reserves the right to change its beverage company at no additional cost to University.
 - ii. Definitions: Beverages are defined as all non-alcoholic beverages except coffee, and milk.
 - iii. Alcoholic beverages will not be served in the cafeteria, snack bars, or concessions. The contractor is required to obtain appropriate state/county/city permits to serve alcoholic beverages at catered events.
 - iv. The University's Kellogg Center has a liquor license that is used for the conference center and related activities. Exclusivity doesn't apply to the Kellogg Center and related activities.

5. University Meal Plans

Meal plans are required for all students with 60 credit hours or less and residing in traditional residential living environments on the campus (apartments excluded). The following outlines the current meal plan structure:

Present and Future Board Plan (other plans will be considered)

- a. Plan A Full Board Plan: This meal plan offers the option of eating up to 19 meals per week in the dining hall Monday–Sunday.
- b. Plan B Option 1 (100 Points and 100 Meals)
- c. Plan B Option 2 (300 Points and 50 Meals)
- d. Plan C Option 1 (50 Points & 50 Meals)
- e. Plan C Option 2 (150 Points and 25 Meals)
- f. Plan D Option 1 (30 Meals)
- g. Plan D Option 2 (200 Points)
- h. Other meal plan options will be considered and you are encouraged to provide other options
- i. The average days per fall and spring semester is 121.

The balance of this page is intentionally left blank!

6. Resident Meal Plan Sample Sliding Scale: We desire a rate of \$9.25 starting with students on the meal plan at 1,300 or more. The charged amount is expected to slightly increase with each segment of students decrease in increments of 25.

# of Students on the Meal Plan	19-MP	Weekly	14-MP	Weekly	10-MP	Weekly
	Rate		Rate		Rate	
1300 or More	\$9.25	\$64.75	\$9.25	\$64.75	\$9.25	\$64.75
1275-1299	\$9.32	\$65.24	\$9.32	\$65.24	\$9.32	\$65.24
1250-1274	\$9.39	\$65.73	\$9.39	\$65.73	\$9.39	\$65.73
1225-1249	\$9.46	\$66.22	\$9.46	\$66.22	\$9.46	\$66.22
1200-1224	\$9.53	\$66.71	\$9.53	\$66.71	\$9.53	\$66.71
1175-1199	\$9.60	\$67.20	\$9.60	\$67.20	\$9.60	\$67.20
1150-1174	\$9.67	\$67.69	\$9.67	\$67.69	\$9.67	\$67.69
1125-1149	\$9.74	\$68.18	\$9.74	\$68.18	\$9.74	\$68.18
1100-1124	\$9.81	\$68.67	\$9.81	\$68.67	\$9.81	\$68.67
1075-1099	\$9.88	\$69.16	\$9.88	\$69.16	\$9.88	\$69.16
1050-1074	\$9.95	\$69.65	\$9.95	\$69.65	\$9.95	\$69.65

7. Catering Requirements:

The University offers a full range of catering options throughout the year. In a single day, catering may be called upon to set up a continental breakfast for a faculty group, a formal luncheon for the University's President, and a picnic for a conference group visiting the University. Catered events are held in various sites around campus and at nearby off-campus venues.

Creative, high-quality menus combined with professional service are required of the Contractor's catering program. During non-pandemic times, the University's Food Service contractor catered fewer events per year.

8. The University Food Service Contract History

The University's Food Services has been managed by Thompson's Hospitality since July 2012. Thompson Hospitality retains revenues from retail and catering services and pays a commission on these sales to the University, ranging from 7% to 24%.

9. Access and University One-card System

The University has an ID Card System. Meal plans are identified on the card and students swipe the card each meal. POS machines have been provided by the University. POS machines must be maintained and/or upgraded at the Contractor's expense.

C. Overview

The successful Contractor shall conduct food service operations in a manner that best fulfills the following objectives:

1. To provide an appetizing, appealing, and nutritionally sound dining and catering program to students, faculty, staff, and guests, thus enhancing the reputation of the institution;
2. To maintain a wide variety of quality food and beverage products at pricing structures that provide a good value to the customer and reflect the needs of the University's diverse campus community;
3. To actively and aggressively market the Food Services to the University community, including the development of a variety of programs and promotional materials;
4. To provide a high standard of service and maintain a high level of customer satisfaction with the Food Services;
5. To maintain financially responsible and fiscally sound Food Services, and to maintain adequate accountability and financial reporting of catering services and commission activities with monthly P & L statements to the VPBA/CFO;
6. To maintain professional appearance and conduct by all food services staff;
7. To maintain excellent rapport with the University's Vice President for Business Affairs and Chief Financial Officer (VPBA/CFO); The VPBA/CFO functions as the University's point of contact for the Contractor and ensures that the guidelines in the RFP and the Contract are adhered to by the Contractor.
8. To demonstrate environmental and energy awareness and responsibility by minimizing waste in any form and by participating in University environmental projects as mutually agreed upon;
9. To maintain an extremely attractive appearance and excellent sanitation of all food service facilities, areas, and equipment, small wares, hoods, etc., and to highly meet all applicable state and local health agency standards.
10. To ensure that all personnel receive an annual background check and no one required to register on a state sex offender list is allowed on campus
11. To ensure that all food service staff are properly trained for the utilization of all kitchen and serving equipment.

The balance of this page is intentionally left blank!

D. Timeline Schedule

SCHEDULE OF KEY EVENTS

No.	Events	Key Dates
1	Issue RFP.	July 18, 2022
2	Contractor Interface Meeting and Site Visits- Time and Location (TBD)	August 25, 2022
3	Deadline for Vendor Requests for Clarifications, Modifications, or Questions.	September 21, 2022
4	Clarifications, Modifications, and/or Answers to be provided to all responders.	September 28, 2022
5	Oral Presentations (Estimated). If invited	October 26-27, 2022
6	Proposal Due Date and time.	October 12, 2022 at 3pm CST
7	Notice of Award (estimated).	November 3, 2022
8	Final Agreement (estimated).	December 1 ,2022

NOTICE: THIS SCHEDULE IS APPROXIMATE AND FOR PLANNING PURPOSES ONLY. THE UNIVERSITY RESERVES THE SOLE RIGHT TO MODIFY THE SCHEDULE OF EVENTS AS IT BEST SERVES THE UNIVERSITY'S NEEDS.

*** Note - After the award of contract(s) and before the commencement of service, the Contractor will be required to provide general coordination services concerning the planning and commencement of food service operations.*

1. Addenda

If it becomes necessary to revise any part of this RFP, addenda will be provided to all vendors who attend the pre-proposal conference meeting issued through the University's Office of Procurement.

2. Cancellations

The University may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

3. Modifications or Withdrawal of Proposals

Proposals may be modified or withdrawn by written notice received at the Office of Business Services before the time and date set for receipt of proposals. FAXED modifications or withdrawals will NOT be accepted.

4. Alternative or Multiple Proposals

Vendors may submit alternate technical and/or cost proposals. Alternate solution proposals must be complete and will be subject to a full and independent evaluation.

5. Proposal Acceptance and Award

This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses. The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to not make an award, to waive minor irregularities, or to negotiate in accordance with the standard negotiation language included in the Special Terms section of this RFP.

6. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's offer to meet the requirements of the RFP. Your proposal(s) should respond to each requested item of information in the order that the items appear.

7. Incurred Expense

The University will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal.

8. Transfers and Subcontract

The vendor to whom this contract is awarded may not transfer or subcontract, in whole or in part, any portion of this contract without written permission from the University.

9. Arrearage

By submitting a response to this solicitation, a vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing to the State of Alabama, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the contract if selected for contract award.

10. Order of Precedence

In case of conflict between the provisions of this RFP and any proposal submitted pursuant to it, the provisions of the RFP will prevail.

Section 2: Scope of Work

A. Overview and Term of Contract

The scope of the work to be performed by the Contractor entails certain services related to the provision of food and beverage services at the University to include:

B. Operation of the Campus Food Services Program

Provision of Catering Services (both on-site and off-site, as required by the University);
The Contractor shall provide all the management, personnel, food products, supplies,

equipment, transportation, materials, technical support, training, systems, and efforts necessary for the management and operations of Dining Services Program functions, at a level of quality acceptable to the University. The Contractor will be responsible for food purchase and production, quality control, human resources management (hiring, training, development, dismissal, etc.), and financial management of the Dining Services Program. The University shall have the right to designate appropriate staff to work proactively and in liaison with the Contractor to ensure full compliance with all terms and provisions of the contract. The Contractor shall furnish all of the materials and perform all of the work described in the following documents, which are incorporated by reference into this contract as attachments.

The term of the contract shall consist of six (6) base years (subject to earlier termination) with the option to extend for two (2) additional two-year periods. The base years will commence on the date the Notice-To-Proceed is issued. The exercise of a Contract option will be at the sole discretion of the University. The contract will be extended by the University under the terms and conditions of the original contract unless written notice is given by either party to the other by U.S. Certified Mail of its intent not to renew at least ninety (90) days prior to the expiration of the term in force.

Type of Contract: This is a firm-fixed-price contract.

C. Exclusive Rights

During the term of the contract, the Contractor shall have the exclusive rights to operate the Dining Services Program as stated in this RFP, subject to exemptions identified and other agreed-upon activities.

D. Emergency Situations

The Contractor shall be required to provide food service under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, snowstorm, power failure, etc. The University will perform due diligence in rectifying emergency situations within its control. The Contractor shall supply emergency generators available for usage in the event of power outages.

E. Personnel

1. The Contractor shall employ one or more full-time, on-site Food Service Director (FSD) responsible for all food service functions at the University as specified in this contract. The FSD must have a minimum of five years of consecutive employment in a similar operation with comparable responsibilities. The FSD will have education and/or experience in food service with particular emphasis on effective financial controls and merchandising techniques. Furthermore, the FSD will have a high degree of management expertise, as evidenced by prior foodservice management duties involving similar high-quality food production and service and effective financial control. The Food Service Director's sole responsibility will be to The University's account; he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor. Any exception to this must be approved in writing by the University's VPBA/CFO.

2. The Contractor shall employ one or more full-time, on-site Executive Chef. This individual must have a minimum of five years of consecutive employment in a similar operation with comparable responsibilities. The Executive Chef will have extensive, formal culinary training, including culinary certifications, with particular emphasis on recipe development, menu development, and food/beverage cost control and inventory management. The Executive Chef's sole responsibility will be the University account; he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor. Any exception to this must be approved in writing by the University.
3. The Contractor shall employ one or more full-time, on-site Catering Managers. This individual must have a minimum of five years of consecutive employment in a similar operation with comparable responsibilities. The Catering Manager's sole responsibility will be the University account; he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor. Any exception to this must be approved in writing by the University.
4. The Food Service Director, Executive Chef, and Catering Managers assigned to the University shall be selected with prior approval of the University. The University reserves the right to review the qualifications of the individuals that the Contractor proposes to place in the account. The University may withhold approval of one or more of the individuals proposed, in which case the Contractor is required to submit other candidates. The individuals selected for these positions shall remain at the University for a minimum period of two years and as long thereafter as their performance is acceptable to the University or the individual(s) resign(s) or is (are) otherwise unable to perform the duties required. Neither the Food Service Director, Executive Chef, nor Catering Manager assigned to the University shall be changed more than once every two years unless mutually agreed, and not without 90 days advance notice and replacement selection made which is acceptable to and mutually agreed by the University. These positions shall not remain unfilled. During any such search period for a Food Service Director, his/her supervisor shall be on-site at least five days per week.
5. The Contractor will recruit, hire, employ, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the Dining Services Program. The Contractor shall have adequately trained personnel to maintain the high quality of food service as required by the University and deserved by the students. The Contractor shall ensure that critical positions (those that are necessary to open and operate dining operations) will have adequate and trained backup employees to call in to cover for absenteeism.
6. The Contractor shall maintain an adequate staff of assistant/operational managers, food service employees, and administrative employees on duty to provide an excellent level of service with regard to the University's food service related needs, and shall provide such expertise (administrative, dietetic, purchasing, human resources and so forth) as needed. The University shall have the right to review staffing patterns and job schedules and to require the Contractor to alter same to insure adequate staffing. The Contractor shall provide ongoing staff training and development programs, including quality control, adequate employee supervision, and adequate technical and operational support, including clerical support of management staff.

7. Catering services shall maintain adequate staff to answer the catering department telephone at all times during the business day. Catering staff shall be required to carry cell phones for contact during weekend and evening events. The Contractor shall bear the cost of the above-stated requirements.
8. The Contractor shall require employees to comply with all instructions, regulations, and codes of conduct as required by the University. The Contractor's employees must comply with the University's pandemic, weapons, parking, and smoking policies and/or processes.
9. All Contractor employed personnel shall be subject to the University regulations regarding personal behavior and the use of University property. The University shall provide the Contractor with a copy of all regulations regarding personnel. In the event of University disapproval of the conduct or behavior of any employees, the University shall inform the Contractor. An offending employee of the Contractor shall be removed from employment in the University's Dining Services Program, immediately upon the receipt of a written request from the University. Such a written request shall be initiated by the University after reviewing all the relevant information with the Contractor. Among specific causes, but not limited to these causes, would be the following: criminal activity, inflicting or threatening physical abuse, verbal abuse on any person, sexual harassment, damaging University grounds or property, disrupting patrons' enjoyment, or any other conduct or action considered inimical or offensive to the University. Any such removal shall be made in the name of the Contractor, and the Contractor shall indemnify and defend the University against any legal action arising out of such action.
10. The Contractor will comply with all federal, state, and local regulations related to employment and compensation of personnel including those pertaining to federal, state, and local employment taxes (including any and all social security, unemployment taxes, and worker's compensation payments).
11. The Contractor shall require all employees to meet the appropriate health standards prescribed by local, state, and federal laws and regulations. The Contractor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, as may be amended and including all regulations adopted pursuant thereto and in effect at the time of performance of service. The contractor will provide a copy of each Board of Health inspection report to the VPBA/CFO.
12. The contractor will guarantee that all employees engaged in the handling and serving of food are:
 - a. Cleanly attired;
 - b. Advised by their management on reporting illness; and
 - c. In compliance with the health regulations of the Contractor and Federal, State, and Local health regulations.

When informed that an employee of Contractor has a condition which reveals the existence of an illness or communicable disease or other condition which could affect the safe, sanitary, or healthful operation of the Dining Services Program, Contractor will ensure that said employee undergo, by a licensed physician approved by the University, an examination which would either verify or contradict the existence of the condition. If such condition is verified, the Contractor will not utilize the services of the said employee until the condition of those employee returns to a healthful status as indicated in writing and signed by the physician.

13. The contractor agrees that all employees will be appropriately dressed in neat-appearing uniforms when performing their work assignments at the facility. Appropriate uniforms shall encompass shirts, skirts or trousers, nametags, and appropriate headwear such as hats or hairnets. The contractor will ensure that its employees wear proper and neat-appearing footwear while working on the University campus. The Contractor must submit samples of uniforms and other apparel of all service personnel as requested (not with this proposal) for approval by the University. The cost of the Contractor's employee uniforms will be borne by the Contractor. The contractor's company name must not appear on any uniforms or name tags.
14. Photo identification badges will be issued to the Contractor's employees by the University's I.D. office after a list of employees is provided to University by the Contractor. The contractor must have all new employees report to this location at the University to have photographs taken. The contractor must turn in badges immediately to the University of those Employees who leave the employment of the Contractor.
15. The contractor shall conduct a thorough background check for each of its employees as directed by the University's Department of Public Safety and/or Human Resources Department.
16. The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.
17. The Contractor will restrict employees to assigned spaces during working hours and require them, when not working, to vacate the premises.
18. The Contractor shall assure that the Food Service Director or an immediate assistant will be on-site at each location during all hours the food facilities are open, including catering service.
19. The Contractor shall bear financial responsibility for any vandalism or loss due to negligence or willful misconduct on the part of its employees.
20. The Contractor shall notify the University in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the food service facilities.
21. The Contractor shall continue to provide services under the contract in the event of strikes and other labor disturbances, at no additional cost to the University.
22. The Contractor shall provide individual training for employees. At any time a new employee is assigned to University facilities, the Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new worker.
23. The Contractor shall bond all employees who handle cash at the University's dining operations.

F. Provision of Annual Plan

1. On or before January 1 of each calendar year, the Contractor shall submit to the VPBA/CFO and President of TU an Annual Plan for the University's following fiscal year that addresses the following items:
 - a. Menus
 - b. Pricing Structures
 - c. Proposed Hours of Operation
 - d. Employee Training Programs
 - e. Detailed Marketing Plan
 - f. Smallwares Expenditures Budget
 - g. Proposed Capital Expenditures and FF&E Budget
 - h. Proposed Adjustments to Contractor Compensation
 - i. Proposed Changes to Meal Plans

2. The plan shall be based on identified goals and objectives as proposed by the Contractor and approved by the University's VPBA/CFO.

Once the plan is approved by the University, the Contractor will be responsible to comply with the plan, and shall not substantially deviate from the plan without the express written consent of the VPBA/CFO, except where such deviation is due to and is in direct proportion to an increase in business in excess of the pro forma operating statement.

Should the University request significant changes to a previously approved Annual Plan due to changing food service needs on the campus, such an action would constitute a fair negotiation situation with regard to the payment of the Contractor.

G. Transition Plan

Upon receipt of the awarded contract, the Contractor and its Food Service Director shall begin planning in conjunction with the University's VPBA/CFO to insure fulfillment of all its obligations. The Contractor will be expected to provide professional coordination of services upon execution of the contract, the expenses of which will be borne by the Contractor. The Contractor will be expected to attend meetings as required by the University to ensure a smooth transition into both summer conference and full dining operations.

The selected Contractor will be responsible to develop a detailed, proactive transition plan for assuming the management of the dining program from the current Contractor. The plan shall be subject to review and approval of the VPBA/CFO who shall retain the authority to make alterations to the plan.

H. Standards of Operation

1. The Contractor shall operate the Food Service program in a manner that meets or exceeds the requirements contained in this contract and its attachments.
2. The Contractor shall be alert and responsive to changing food service trends, new market forms of food, and changing dietary patterns evolving throughout the food service industry. As a result, and with input from the University and students, the Contractor shall continually initiate ideas for varied and dynamic methods of food

service merchandising, public relations, promotion, and menu presentations in all operations to increase service and maximize potential revenues.

3. The contractor shall be open to partnering opportunities with the University's College of Agriculture, Environment and Nutritional Sciences, and other local fresh produce markets.
4. The Contractor shall provide the University with standards of operation, management, quality, and support services of the best quality available in the food service industry.

I. Items of Guidance

A list of examples to serve as a guide to the Contractor (Additional items can be added or deleted at the request of the University and agreed to by the Contractor)

1. Operations:

- a. Provide maximum satisfaction to the University students, faculty, staff, and guests through quality performance, efficient and effective operations, wholesome and appetizing food, and excellent customer services.
- b. Develop and maintain a superior management team to fulfill the obligations of excellent and nutritious food service operations on the campus.
- c. Perform background checks on all employees.
- d. Provide ongoing quality corporate programs such as employee training, energy conservation, and specialized consulting (e.g. specialty cuisines, international foods, and special diet menus).
- e. Provide a wide range of cuisines, from sandwiches to gourmet meals.
- f. Insure safe handling and preparation of all food and beverage products through the implementation of a full HACCP program.
- g. Enforce with its employees all University policies related to personal conduct.

2. Training:

All Contractor employees shall be formally instructed and trained by the Contractor on an ongoing basis in proper:

- a. Food preparation methods;
- b. Customer service standards;
- c. Sanitation standards;
- d. Dress (uniform) and identification;
- e. Personal habits and hygiene;
- f. Cleaning and sanitation procedures;
- g. Life safety;
- h. Training in equipment operation.

J. Food Prices

The University desires to start with a student's cost of \$9.25 per student, gradually increasing with fewer students enrolled in the meal plan.

Cost increases to TU shall be limited to a maximum increase of 2% annually.

1. Procedures for cash collection and meal counts shall be established by the University and the Contractor in compliance with the University's requirements. The Contractor is responsible for compliance with these requirements.
2. The Contractor shall maintain and regularly revise standard recipes at the request of the University in order to better respond to consumers' demands. A complete standard recipe file shall be located on-site at the Contractor's office.
3. The Contractor shall schedule regular meetings with the University's VPBA/CFO in order to evaluate and obtain input into the Dining Services Program.
4. The Contractor shall procure all food, beverages, and cleaning supplies for all food service facilities described herein. The Contractor should take advantage of all available trade, cash, promotional, and quantity discounts to be able to maintain the lowest possible prices in the food service operations, without sacrificing quality. The Contractor shall be required to follow all provisions of the established University contract with Coca-Cola in providing beverages for the Dining and Food Services Programs at the University.
5. The Contractor shall engage in competitive specification buying. However, food or supplies may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price.

K. Minimum Purchase Specifications

The minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

1. All meats, meat products, poultry, poultry products, and fish must be Government Inspected.
 - a. Beef, lamb, and veal shall be USDA Grade Choice or better.
 - b. Pork shall be the U.S. No. 1.
 - c. Poultry shall be U.S. Government Grade A.
 - d. Fresh fish and seafood shall be top-grade; frozen fish and seafood shall be a nationally distributed brand, packed under the continuous inspection of the USDA
2. Dairy products:
 - a. Eggs - fresh USDA or state graded "A" Butter - USDA Grade "A" (92) score
 - b. Cheese - USDA Grade "A" for all graded cheese, Milk, and milk products - USDA Grade "A"
3. Fresh fruits and vegetables - USDA fancy to USDA Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification
 - a. Dry stored items and canned goods - Grade "A" fancy
 - b. Frozen fruits and vegetables - USDA Grade "A"

L. Quality Assurance and Food Safety

The Contractor and the University will cooperatively develop a quality assurance program. The use of customer surveys twice per semester shall be one method of measuring customer satisfaction and quality control. Standard industry nutritional guidelines will be referred to in order to set minimum quality requirements.

1. Temperatures. Unless the standards are adjusted by the industry, foods will be served at these temperatures:
 - a. Cold foods, salads, dressings, and milk: 45 degrees or less.
 - b. Hot foods, including but not limited to, soups, sliced meats, extended entrees including casseroles, starches, vegetables, and hot cereals: 150 to 160 degrees
 - c. Eggs: 140 degrees
2. All food must be properly stored. Stored foods will be maintained at the following temperatures:
 - a. Refrigerated storage temperatures: Dairy/Produce 40-45 degrees; Meats 35 - 40 degrees;
 - b. Frozen Storage temperatures: -10 degrees to zero;
 - c. Dry Storage temperatures: 60 degrees to 70 degrees;
 - d. Frozen foods, once thawed, shall not be refrozen. Leftover foods from meal service shall not be refrozen, but rather, shall be labeled, dated, and refrigerated. Such foods must be used within 24 hours, with the exception of mustard, ketchup, bread, and cheese.
3. All leftovers must be heated to an internal temperature in keeping with HACCP (Hazard Analysis, Critical Control Point) guidelines for re-use.
4. Dining Services management shall develop a process that incorporates HACCP monitoring, testing, and recording of serving temperatures. The HACCP plan shall be reviewed with TU VPBA/CFO.
5. All foods shall be appropriately labeled. The Contractor shall develop creative displays and attractive garnishes in each serving area. Serving lines, salad, deli bars, and all other food display areas are to be attractively decorated for each meal with seasonal décor or other items. The usage of electronic communications and large artwork shall be used throughout the campus.
6. Attractive and appropriate food wrappings are to be used as needed to protect freshness. Any food appearing discolored, unappealing, or not fresh shall not be served. Leftover items that cannot be maintained at an acceptable and high level of freshness will not be served again.
7. The Contractor will develop quality standards and all its employees will be trained and instructed by the Contractor in food preparation methods and procedures.

M. Sanitation and Maintenance

1. The Contractor shall be responsible for custodial and sanitation of all food service and dining areas with the exception of mechanical and electrical rooms. These duties shall include cleaning and sanitizing of the kitchen and servers areas, wiping, and cleaning of the dining area furniture/floors and waxing floors during and at the end of each serving period, and occupational health and safety measures necessary to comply with Federal, State, and local laws, ordinances, and regulations pertaining thereto. The Contractor shall adhere strictly to all pure food and drug regulations, health laws, ordinances, and regulations as promulgated by the State of Alabama and the City of Tuskegee, and agencies having authority thereunder and shall indemnify and hold the University, their employees, Trustees, and agents harmless from all claims arising from Contractor's failure to adhere to such laws, rules and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness (APPA level 1).

2. The Contractor shall be responsible for gathering and containerizing trash and garbage generated by the provision of Dining Services at locations to be specified by the University. The University shall remove all trash and garbage so gathered and containerized by the Contractor from locations to be specified by the University). The cleaning of sanitation areas around the trash containers is the responsibility of the Contractor.
3. Proper sanitation levels are the full responsibility of the Contractor. The University expects that a collaborative relationship will be developed between the Contractor's management staff and the University. All state, county, and city regulations for food service establishments must be maintained. All food service facilities and equipment will be maintained to the levels necessary to successfully pass each health department evaluation with a minimum score of 95. A copy of all inspection reports will be forwarded to the University's VPBA/CFO immediately following the inspection. If there are noted deficiencies with the Contractor's or University equipment, the Contractor shall include a written report that stipulates how the issues will be corrected.
4. The kitchen, food storage, and food preparation equipment and facilities must be kept clean and in excellent sanitary condition throughout the length of the workday. The following minimum standards must be enforced at all times:
 - a. The dish room and wash sinks will be clean and sanitary; water on the floor will be quickly removed.
 - b. Cooking surfaces will be cleaned and always free from accumulated grease or other waste.
 - c. Steam tables, serving areas, beverage dispenser areas, salad and deli bar areas, and condiment tables will be thoroughly cleaned daily. Spot cleaning shall occur during all meal times so that the entire serving area is free from food debris, spills, or miscellaneous waste.
 - d. Kitchen work areas and food prep equipment will be completely cleaned following each use.
 - e. Non-carpeted floors will be cleaned daily by scrubber or mopping. There shall be no grease, spills, cardboard boxes, towels, or other debris lying on the floor at any time.
 - f. Walls, window interiors, fan blades, and ducts will be kept clean and free from grease.
 - g. Dining facility tables and chairs will be spot-cleaned throughout all meal times. Dish-room conveyer systems will be cleaned frequently during each meal time.
 - h. The contractor shall provide daily vacuuming of carpet and daily cleaning/sanitizing of flooring according to the manufacturer's instructions. Spills will be cleaned immediately to prevent permanent carpet or tile damage.
 - i. The Contractor will be responsible for daily cleaning of all restrooms located in the food service areas and associated paper supplies and hand soaps.
 - j. The University shall provide two days twice per year, during which time the dining facilities can be closed to operations. During this time frame, the Contractor shall be responsible for deep cleaning and sanitizing all food service work areas and equipment, including exhaust ventilators.
5. The Contractor will develop quality sanitation standards and all employees will be trained and instructed in sanitation standards, cleaning procedures, personal habits, and hygiene. The Contractor shall train and ensure that its staff shall comply with the following standards:

1. Acceptable personal hygiene practices, including daily bathing, washing of hands with warm water and soap upon arriving for work and after using the restroom facilities.
2. Clean and appropriate outer garments or uniforms.
3. Hairnets or hats for all staff.
4. Removal of jewelry (except simple wedding bands) for food handlers.
5. Additionally, the Contractor shall insure that any staff member that reports to work ill shall be sent home and not be allowed to resume work until fully recovered.
6. The Contractor will be responsible for all laundry, linen, and uniform service costs related to any aspect of this contract.
7. The Contractor shall be responsible for the cost of all routine and seasonal cleaning of the food preparation and service areas, including the loading docks, dining hall tables, chairs, floors, rugs, restroom facilities, windows (inside), and wall areas.

N. Contractor's Service Standards

1. The following service standards shall be followed for food preparation and serving:
2. All foods must be garnished for attractive presentation.
3. Entrée plates are to be heated prior to service where possible and appropriate.
4. Serving lines are to be well-stocked throughout the entire service. The last customer is to be offered the same range of choices as the first customer.
5. Serving lines, salad bars, and food display areas shall be decorated at all times with seasonal displays, flowers, etc.
6. All hot foods must reach the patron hot, and all cold foods cold.
7. Contractor employees shall be polite and diplomatic in enforcing Contractor and University regulations.
8. Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served. The Contractor shall adhere to the general food service standard that: if you are not willing to purchase a product yourself, it should not be served or displayed to the customer. Leftover food items served the night before which cannot be maintained at the same level of freshness as when first served shall not be used. Leftover food items can only be served one (1) time after their initial cycle date.
9. All food products stored in any unit must be properly wrapped, labeled, and dated. All storage shall meet the University's requirements and in general, comply with industry and National Restaurant Association standards and Board of Health standards.
10. Display and serving areas shall be clean, sanitary, orderly, and attractive at all times. Specifically, the quality and appearance of food shall be inspected by the Contractor

before the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the serving period.

11. Any spillage or soil spots shall be removed promptly from counters, steam table pans, general serving areas, and floors.
12. Salads and other pre-dished items shall be frequently replenished or regrouped so as not to convey a sparse or disheveled appearance.
13. Pre-dishing of entrees shall be avoided.
14. Partially used, broken or spilled items shall be removed from the area promptly.
15. Tables are to be cleaned promptly and trash receptacles are to be cleaned and emptied as required to provide for an attractive and clean facility.
16. All chipped dinnerware must be removed from service and discarded.
17. Service problems shall be anticipated and resolved immediately. The Contractor's management staff shall review problems daily and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Several examples of problem indicators are: lines excessively long for sustained periods; bottlenecks causing gaps in lines; delays in production; products that are difficult to serve; running out of beverages or condiments; shortages of trays, napkins, silverware, etc.

O. Contractor's Communication of Nutrition Awareness

1. The Contractor shall provide a Nutrition Awareness Program for all residential and retail dining that encourages an understanding of nutritional needs, a commitment to the lifelong maintenance of good health, and an awareness of ecological, political, and special food issues. Food included in NAP would be prepared with less sugar, salt, fat, and chemical additives would contain more roughage, and would include vegetarian entrees. As part of NAP, the Contractor would be expected to provide the following:
 - a. Nutrition cards that give the nutritional breakdown of all entrees and other portion-controlled food selections served during the year.
 - b. Calorie cards for all standard items served daily, with the number of calories per serving.
 - c. Nutrition information boards in each serving area.
 - d. Daily posting of ingredients for each entrée served.
 - e. Nutrition information through electronic means, charts, posters, table tents, and other visual aids to be rotated monthly throughout the academic year.

P. Catering Services

1. The Contractor shall provide an extensive Catering menu, encompassing breakfast, lunch, dinner, beverage/snack breaks, and receptions, and offering a wide variety of price ranges. Proposed menus shall be submitted by the Contractor to the VPBA/CFO for approval. The Contractor shall be sensitive to the differing needs of various University constituencies and recognize that innovative menus and service techniques are required to support the University's mission.

2. The Contractor shall develop and furnish a complete Catering program that is consistent with the image that the University projects to its internal and external public. All Catering events must be conducted in a first-class, professional manner with regard to creativity, presentation, and quality of food and service. The following shall be the minimum requirements of the program:
3. A properly trained and experienced Catering Manager, possessing the necessary professional and personal skills will be assigned to the University by the Contractor. The University must be involved in the approval and selection of the Catering Manager.
4. The Contractor shall be responsible for the proper training of any employee assigned to catering events.
5. University catering events may occur at many different locations on the campus and occasionally off-site. The Contractor's Catering Manager will be required to ensure the highest quality of service, regardless of the location of the catered event.
6. All Catering income and expenses will be accounted for separately from retail sales and reported to TU accordingly.
7. Due to operating budgets, the University community is sometimes sensitive to price. The catering program has to be flexible enough to provide serving sizes and service options that will accommodate these concerns. The catering program must be priced competitively when compared to outside caterers.
8. Each year, the Catering Manager will develop a marketing plan as a component of the Dining Services Program Marketing Plan and the Annual Plan. This plan shall detail strategies for marketing to the University community.
9. China, glassware, and flatware will be the standard for catering services. Paper and plastic will be allowed upon request of the event coordinator or the approval of the VPBA/CFO. The University will provide the Contractor with an initial inventory of china, flatware, serving trays, serving and preparation utensils, and equipment. Thereafter, the Contractor shall maintain and/or increase par inventory levels as a cost of operations. The Contractor shall be solely responsible for securing their equipment promptly at the closing of an event. When not available from the Contractor's standard catering equipment inventory, the contractor must supply or rent specialized catering equipment.
10. The serving of alcoholic beverages at University events must comply with University regulations and all applicable state and local laws.

Q. Marketing

1. The Contractor shall be responsible for developing a proactive annual Marketing Plan to promote its dining and catering programs to the University community. Said Marketing Plan shall require approval of the VPBA/CFO prior to implementation.
2. As a minimum, the Contractor shall be responsible to develop and produce the following printed materials to promote the dining services program annually:
 - a. Meal Plan Program

- b. Retain Menus
 - c. Catering Menus
3. The Contractor shall work closely with the University in developing these marketing materials, in order to insure that the quality is first-rate and fully meets the needs of the university.
 4. The Contractor shall be required to provide a meal plans, retail dining, and catering menus to the University in an electronic format suitable for posting to the University's Internet site.
 5. The Contractor shall be required to use the approved University logo on all letterhead, business forms, correspondence, ads, promotional pieces, marketing, etc.; subject to approval by the University (the University shall retain ownership rights to the logo).

R. Minimum Menu Requirements – All You Can Eat Dining

1. Meals in the dining facilities (Cafeteria) shall be served with unlimited access to all items during the allocated time periods. Exceptions may be made for premium items or special events that have been mutually agreed upon in advance. Premium entrees are defined as regularly scheduled events, usually dinners, at which either a larger than usual portion is served or a main entree of higher quality is provided, such as steaks. The University may require an "all you can eat" option on days when premium meals are served.
2. The residential dining facility serving concept shall be such that the student consumer will be able to make individual item selections from the various menu options available. Dining patrons are expected to bus soiled trays and dishes at each meal. The Contractor is responsible for instructing new students regarding this issue, and also for removing dishes/trays that are left on tables.
3. All cycle menus shall be prepared in accordance with the nutritional standards of the American Dietetic Association. At least six (6) weeks prior to the start of a semester, the Contractor shall submit a six-week cycle menu to the University for approval. Each menu must show the degree of variety that will be offered for each product category at each meal, and weekend menus shall not consist of leftovers. Reasonable University requests in regards thereto shall be met, and approved menus shall be altered only by mutual consent of the University and the Contractor. A University representative shall be part of the menu planning process with the Contractor. Menus shall be designed with palatability, nutrition, eye appeal, popularity, color, and texture in mind.
4. Each meal must include a sufficient number and variety of low calorie, low fat, and low cholesterol foods so that an individual can easily maintain a low fat/low cholesterol diet without requesting special foods or preparation. All low fat and low cholesterol foods must be marked on printed menus and at their serving locations, including caloric content and nutritional information per serving.
5. Each meal must include a sufficient number and variety of fruit, vegetarian, and vegan foods, including vegetarian and vegan options, so that an individual can easily maintain a vegan and/or vegetarian diet without requesting special foods or preparation. All vegan and vegetarian items must be marked on printed menus and at their serving locations, including caloric content and nutritional information per serving.

6. The Contractor shall ensure that company furnished recipes are revised as necessary to meet the requirements of the University. During the initial year of the contract for each recipe/product and thereafter for each new recipe/product, customer feedback shall be systematically solicited and product/recipe adjustments made.
7. The Contractor will make every possible effort to reduce and control fat and grease content. Low fat and low cholesterol products are to be used whenever possible providing they meet quality standards.
8. The Contractor, by working with the Vice-President for Student Affairs and VPBA/CFO, shall arrange to provide a variety of programs and special dinners for students. These shall range from holiday dinners to special "theme" dinners, complete with decorations and music suitable to the occasion. These shall occur monthly during the academic calendar and once per summer session. These meals shall be promoted to encourage maximum student participation. Theme meals may not be substituted for premium entree nights. Additionally, special dessert options should be available on a regularly scheduled basis (i.e. - "build your own sundaes", etc.). Other ideas might include: "tasting tables" where students judge recipes for possible inclusion in the foodservice program and informal evening sessions to discuss nutritional topics.
9. Chef competition once per semester per year for students within the hospitality program of the University.
10. The Contractor will host one to two outside cookouts per semester. Such an offering will be in lieu of meals being served in the cafeteria during the same time.
11. The Contractor shall provide any medically required special diets for resident dining patrons when prescribed and approved in writing by a medical doctor and the University.
12. Snack meal service for study breaks for resident students shall be provided in the dining facility for a minimum of six nights during final exam week in the Fall and Spring Semesters. Specific dates and menus for the study breaks will be approved by the Vice President for Student Affairs and the Vice-President for Business & Fiscal Affairs/Chief Financial Officer.
13. The Contractor will provide staff in the dining room throughout each meal period to ensure that a trained representative, visible to and recognizable by the student consumer, is able and willing to resolve problems.
14. The following daily minimum menu pattern shall apply to meals prepared for the Residential Dining Program:
 1. Breakfast:
 - a. Choice of at least three natural juices, one of which shall be orange juice; choice of 10 cold kinds of cereal, choice of one hot cereal (three varieties weekly); four fresh seasonal fruits; low fat cottage cheese; low fat plain and flavored yogurt; fresh eggs (any style) cooked to order; hot cakes or French toast alternated daily; waffles (with toppings); one daily breakfast meat alternated daily; fresh hash browns or home fries; a variety of at least five types of bread; fresh bagels; a selection of pastries including either fresh cinnamon rolls or fresh

muffins; fresh donuts to include a mixture of cake donuts and two other types of donuts such as glazed, pudding filled, etc.

- b. Choice of beverages to include: milk (whole white, low-fat white, non-fat white, skim, chocolate; five types of soda (two regulars, one decaffeinated, two diets); three types of punch; coffee (regular and decaffeinated); tea (regular and a variety of herbal bags); iced tea; hot chocolate. Other items to be included are: soft whipped butter and margarine; honey; homemade salsa; jelly and jam; soft whipped cream cheese; raisins; one canned fruit alternated daily; peanut butter (creamy and extra crunchy); bran; wheat germ; lemon slices; two hot syrups; powdered sugar; coffee creamer; sugar; cinnamon.

2. Brunch:

Brunch shall be the same as breakfast, plus: daily fresh croissants; a sandwich/deli bar; egg, chicken and tuna salads; grille station; one hot regular entree; one hot fresh vegetable; one Nutritional Awareness Program meal; two soups; three crackers; complete salad bar as per lunch specification; two baked desserts; fresh cookies; frozen yogurt with toppings; mayonnaise, pickle relish, mustard and catsup.

3. Lunch:

- a. Two homemade soups; three crackers; cold cereals (same as breakfast); two hot entrees, one of which must conform to the standard of the University's Nutritional Awareness Program; hamburgers, cheeseburgers, and one additional grille item (rotated daily); French fries; one self-service food bar (pasta, tacos, potato, etc); two hot vegetables; sandwich/deli bar; condiment station (sliced tomatoes, sliced onions; leaf lettuce; shredded cheddar cheese, sweet and dill pickle chips); five brands of sliced bread; a variety of fresh muffins and seasonal fresh fruits; frozen yogurt and soft-serve ice cream with toppings and cups/cones; two baked desserts; fresh baked cookies.
- b. Fresh tossed green salad bar with a daily rotation of at least sixteen salad toppings (ten of which must be fresh); additional daily items to include trail mix, sunflower seeds, croutons, granola, raisins, hard-boiled eggs, shredded non-processed cheddar cheese, homemade salsa, tofu, banana chips, and bacon bits; three homemade production salads; eight homemade dressings two of which shall be low calorie dietetic; oil and vinegar; low-fat cottage cheese; low-fat plain and flavored yogurt; one canned fruit (rotated daily); bran; wheat germ;
- c. Choice of beverages to include: milk (whole white, low-fat white, non-fat white, skimmed chocolate; five types of soda (two regulars, one decaffeinated, two diets); three types of punch; coffee (regular and decaffeinated); tea (regular and a variety of herbal bags); iced tea; hot chocolate. Other items to be included are: soft whipped butter and margarine; honey; homemade salsa; jelly and jam; soft whipped cream cheese; raisins; one canned fruit alternated daily; peanut butter (creamy and extra crunchy); bran; wheat germ; lemon slices; mayonnaise; pickle relish; mustard, catsup; Jell-O with fruit; coffee creamer; sugar.

4. Dinner:

- a. Two homemade soups; three crackers; cold cereals (same as breakfast); three hot entrees, one of which must conform to the standard of the University's Nutritional Awareness Program; hamburgers, cheeseburgers, and one additional grille item (rotated daily); French fries; one specialty/ethnic food bar, either served or self-service (pasta, tacos, potato, etc); two hot vegetables; sandwich/deli bar; condiment station (sliced tomatoes, sliced onions; leaf lettuce; shredded cheddar cheese, sweet and dill pickle chips); five brands of sliced bread; a variety of fresh muffins and seasonal fresh fruits; frozen yogurt and soft-serve ice cream with toppings and cups/cones; two baked desserts; fresh baked cookies.
- b. Fresh tossed green salad bar with a daily rotation of at least sixteen salad toppings (ten of which must be fresh); additional daily items to include trail mix, sunflower seeds, croutons, granola, raisins, hard-boiled eggs, shredded non-processed cheddar cheese, homemade salsa, tofu, banana chips, and bacon bits; three homemade production salads; eight homemade dressings two of which shall be low calorie dietetic; oil and vinegar; low-fat cottage cheese; low-fat plain and flavored yogurt; one canned fruit (rotated daily); bran; wheat germ;
- c. Choice of beverages to include: milk (whole white, low-fat white, non-fat white, skimmed chocolate; five types of soda (two regulars, one decaffeinated, two diets); three types of punch; coffee (regular and decaffeinated); tea (regular and a variety of herbal bags); iced tea; hot chocolate. Other items to be included are: soft whipped butter and margarine; honey; homemade salsa; jelly and jam; soft whipped cream cheese; raisins; one canned fruit alternated daily; peanut butter (creamy and extra crunchy); bran; wheat germ; lemon slices; mayonnaise; pickle relish; mustard, catsup; Jell-O with fruit; coffee creamer; sugar.

5. Hours of Operation:

Residential Dining Facility hours of operation shall be set by the Contractor and the VPBA/CFO each year in conjunction with the development of the Annual Plan. Any changes in hours due to University holidays or other changes made by the University's Administration shall be communicated to the Contractor with as much advance notice as possible (a minimum of at least 7 days). The existing hours should serve as the minimum number of operational hours.

S. Receipt of Complaints

The Contractor shall provide for the receipt of all complaints from customers and shall respond promptly on its own behalf in a positive, courteous and concerned manner and shall take action to insure that causes of legitimate complaints are corrected. Vice President for Student Affairs and VPBA/CFO shall receive copies of all complaints and how they were resolved.

Contractor's Administrative Responsibilities: As part of the Food Services Program

administration, the Contractor shall:

1. Comply with applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, relating to food service operations, including but not limited to, sanitation and safety requirements, health policies and procedures, wages and hours of employment, withholding taxes, and Equal Employment Opportunity. Results of all inspections will be immediately given to the VPBA/CFO.
2. Notify the VPBA/CFO immediately of any unsafe or unhealthy conditions and take appropriate action to remedy the condition(s).
3. Inform the VPBA/CFO of any personal injuries and accidents, which require medical treatment.
4. Establish an active program of social responsibility and commitment to the protection of the environment.
5. Obtain all necessary state and local permits and licenses and pay all inspection fees associated with the operation of the Dining Services.
6. Collect and remit to the appropriate taxing authorities all federal, state, and local taxes on the Contractor's operations.
7. Remit all license fees payable as required by approved licensing contracts.
8. Provide the VPBA/CFO with a copy of the year-end food inventory within thirty (30) days after the end of each Fiscal Year.
9. Equipment and Maintenance: With regard to University-owned equipment, the Contractor shall be responsible for the recommendation and replacement of any additional maintenance or replacement of specific equipment on an as-needed basis during the terms of this agreement. The contractor will provide a preventative maintenance program. Requests for maintenance and/or replacement of equipment shall be a cost to the University Contractor and shall be subject to University approval. The Contractor agrees to obtain the approval of the University in the selection and procurement of approved equipment purchases. The Contractor will be required to agree to return at the termination or expiration of the contract all University-owned Furniture, Fixtures & Equipment (FF&E) items then associated with the operation of the Dining Services Program. Additionally, all operating equipment, pot, and pans, inventory, paper products, small wares, etc. shall become the property of the University upon the end of this agreement. The Contractor agrees to purchase all equipment, provide new floors as needed, pot and pans, inventory, paper products, small wares, etc. that are necessary to effect the results of this RFP if awarded to the Contractor.
10. A listing of provided FF&E will be maintained by the University for purposes of inventory valuation and control and provided to the Contractor. The Contractor shall be responsible to participate with the University in any joint physical inventory that shall be taken from time to time during the term of the contract, including one at the termination of the contract. If any provided FF&E is lost, damaged, or unaccounted for before the expiration of its useful life, either during or at the termination of the contract, as a result of the Contractor's negligence and not considered reasonable wear and tear, then the Contractor will either pay the University an amount proportionate to the remaining useful life of the item using the straight-line method of amortization; or

replace items with items of matching pattern and equal quality.

11. Maintain all Contractor and University-owned equipment in excellent repair and condition, said the cost of maintenance to be considered a Cost of Operations. Maintenance performed to Contractor owned equipment by University personnel will be charged to the Contractor (parts & labor);
12. Be responsible for maintaining first aid equipment and supplies in all production and service areas for use by staff and employees;
13. Be responsible for the scheduling of maintenance and/or replacement of all Contractor-provided non-consumable and capital equipment, upon review and approval of the VPBA/CFO;
14. Provide required office equipment;
15. Provide for the transportation needs of management staff;
16. Provide vehicles, their maintenance, and insurance, as required for catering services;
17. Provide clerical support for management staff;

T. Complimentary and Special Priced Meal Plans

The Contractor shall provide daily complimentary meal plans (lunch) to the President's office, Vice Presidents, and the University's Department of Public Safety assigned to the cafeteria. In exchange, for the complimentary meal to an officer(s) an officer or officers will be present during the meal periods to add a security presence during the period.

Additionally, the Contractor shall provide a minimal discounted price (TBD) to employees of TU.

U. Annual In-kind Contributions

Provide in-kind catering allowances in the amount of \$175,000 per year, totaling \$1,750,000 over the ten-year term. The allocation of this allowance shall be determined by the President or their designee.

V. Annual Student Internships

Provide annually, student internships valued at \$20,000 to qualified candidates for on-campus and off-campus opportunities with Thompson Hospitality.

W. Capital Commitment of the Contractor

The Contractor is responsible for all purchases. The contractor agrees to make a very competitive purchase without any affiliated, relational, or internally connected markups on all purchases. All purchases and contributions will be fully amortized over the initial agreement life via a straight-line method. Purchases and contributions made after year one of the agreement will be amortized for the remaining life of the existing agreement, at a 50% discount to TU. All property and equipment will become the property of the university

at the end of the initial agreement, warranted by the Contractor to have no notes or liens attached to any property and equipment.

1. Current Investment Buyback: Investment buyback of approximately \$487,020 that is currently on the books.
2. Signing Bonus: Year one Investment of \$1,000,000 as an Unrestricted Signing Bonus to be paid to the University upon execution of the agreement.
3. Annual In-kind Contributions: Annual in-kind catering allowances in the amount of \$175,000 per year, totaling \$1,750,000 over the ten-year term. The allocation of this allowance shall be determined by the President or their designee.
4. Lunch meals to the President's office and Vice Presidents (at no charge).
5. Meals to the Public Safety staff assigned to the cafeteria: An officer or officers will be present during the assigned meal periods to add a security presence during the period (at no charge).
6. Facility Improvement: Year one Investment to renovate and install Chick-fil-A into Margaret Murray Washington Hall (approximately \$1,700,000).
7. Facility Improvement: Year one Investment to upgrade Tompkins Dining Hall (approximately \$600,000).
8. Facility Improvement: Year one Investment to replace equipment in Tompkins Dining Hall (approximately \$450,000).
9. Facility Improvement: Year one Investment to replace and upgrade the dish machine, plumbing, conveyor system, and other items and small wares in Tompkins Dining Hall (approximately \$350,000).
10. Facility Improvement: Year one Investment to relocate Grill and Coffee Shop to the Tompkins lower-level Retail location (approximately \$300,000).
11. Additional Annual Equipment Repair & Replacement Contribution: After years one and through year ten of the agreement, a reoccurring investment to replace/upgrade equipment as needed (up to \$200,000 annually).
12. Other Operational Contributions: Catering & small equipment expenses, Wellness Education and Marketing, catering and delivery vehicles, computers, printers, IT, office equipment cash registers and software, etc. (up to \$150,000 annually; up to \$900,000 over the agreement term).
13. Annual Unrestricted Contribution: \$50,000
14. Annual Scholarship Contribution: \$50,000
15. Annual Meal Plan Scholarship: \$50,000
16. Annual Paid Student Internships: \$20,000
17. Other agreed-upon donations to be mutually agreed upon

X. Record Keeping

The Contractor is required to file and maintain records for a period of five years (longer if required by law) for all necessary Federal, State, County, and local forms and claims for all of the programs the University is now utilizing or may choose to utilize in the future.

Y. Contractor Provided Equipment

Any new and/or replacement equipment must be paid for and provided by the Contractor, with prior approval of the University. All equipment, existing and newly purchased, will become the property of TU at the end of the lease term. Such equipment will be warranted by the Contractor, not to be encumbered.

Z. Alternative Dining Locations

The Contractor, along with the VPBA/CFO, will work jointly in determining the most practical and economically feasible location to provide specific components of the Dining Services Program during disruption of food services resulting from unforeseen events.

Section 3: General Terms and Conditions

A. The University Responsibilities and Rights

Services provided by the University. The University will provide the following services in support of the Food Services Program:

1. Electrical, gas, steam, chilled water, and water service. The cost of these service shall be borne by the University. The Contractor is expected to vigorously manage the cost of energy use.
2. Provision of telephone jacks. The Contractor must arrange for, and bear the cost of phones, connections, and services through the University's Information Systems Office. University phones located in the University administrative facilities or offices shall not be available for regular business or personal use by the Contractor's staff.
3. Maintenance cost of insect and pest control in all food service, production, and storage areas shall be borne by the Contractor.
4. Cleaning and maintenance of the building ventilation system, including all exhaust hoods, related ductwork, fire protection systems, and grease traps, as required by local regulations, the cost of which to be borne by the University.
5. Removal of trash from loading dock dumpsters. Cost for removal to be borne by the University for residential dining halls and the retail centers.
6. Provision of all services related to the successful operation of the building and the Food Services Program, with the exclusion of those services provided by the Contractor under the terms of this contract.
7. Disposable supplies, including paper plates, cups, and utensils are to be provided by the Contractor.

B. Provision of Capital Equipment

Except where specifically noted otherwise in the RFP and contract, the University agrees to provide and make available to the Contractor all furniture, fixtures, and equipment ("FF&E") currently in place and associated with the Dining Services Program. Ownership of said equipment shall remain with the University. The Contractor will be required to keep all FF&E in good repair and condition and protect it against loss, pilferage, or destruction. The Contractor will be required to replace FF&E as needed for the proper operation of the Dining Services Program during the term of the agreement, the cost of which is to be borne by the University, and the purchase of which is subject to University approval. The Contractor will be required to agree to return at the termination or expiration

of the contract all FF&E items then associated with the operation of the Dining Services Program including any replacements made during the contract term.

C. Provision of Small-wares

The University agrees to provide and make available to the Contractor all existing small wares, including kitchen utensils, china, glass, silverware, and service pieces, currently associated with the Dining Services Program. Ownership of said small-wares shall reside with the University. The Contractor must take such measures as may be reasonably required by the University for the protection against loss from pilferage or destruction. Thereafter, the Contractor shall be required to provide ongoing replacement of par stocks as an ongoing cost of operations. The Contractor will be required to agree to return at the termination or expiration of the contract all small-wares items then associated with the operation of the Dining Services Program including any replacements made during the contract term.

D. Provision of Office Space

The University agrees to provide the Contractor with reasonable and adequate office space for its on-site management and administrative personnel.

E. Provision of Insurance

The University will ensure the building and all capital equipment and will bear the cost of said insurance.

The VPBA/CFO will work to vigorously manage the contract and monitor the Contractor's compliance with its provisions.

F. TU Rights

The University shall maintain the following rights:

1. **Right to Inspect and Audit:** While audited financial statements are not required, the University retains the right to inspect, audit, and reproduce all records, receipts, and disbursements in connection with the operation of the Dining Services Program at any time at its expense, upon 48 hours written notice.
2. **Right of Approval of Subcontractors:** The Contractor shall not subcontract any service required in this contract without first obtaining the prior written consent of the University.
3. **Dining Services Program Regulations and Access:** The University reserves the right to make from time to time, regulations for the operation of the Dining Services Program. Officials of the University shall have full right of access to all portions of foodservice storage, production, service, support, and catering facilities at all times, and the University reserves the right to monitor both the Dining Services Program and operations with respect to the quality and quantity of food served, the method of service thereof, opening and closing hours, safety, sanitation,

and the maintenance of all food service related facilities. The Contractor shall comply with all regulations promulgated by the University with regard to the provisions of the Dining Services Program.

4. **University Use of Facilities:** It is specifically understood that the University, without interfering with the normal operation of the Dining Services Program, may use the food service storage, production, service, support, and catering facilities for such purposes as may be required. In such cases, the University shall be responsible to restore facilities to conditions mutually satisfactory to the Contractor and the VPBA/CFO before the next regularly scheduled meal service. Use of food service-related storage, production, service, support and catering facilities by third parties shall be prohibited by the University.
5. **Right to Protection of Health:** The University reserves the right to immediately close dining facilities and/or operations and consult with the local Board of Health to protect the health of the University's students, faculty, staff, and guests.
6. **Proprietary Rights:** The University shall have the right to title and interest in all documentation regarding sales, direct expenses, indirect expenses, and Contractor profit for all services as outlined in this contract.
7. **Failure to Perform Standards of Operation:** In addition to the University's rights to terminate this contract as described elsewhere in this contract, the University reserves the right to take whatever measures are necessary to correct deficiencies and deduct the cost of work and/or products from the Contractor's next invoice. The University's representative for the purpose of enforcing this provision will be the VPBA/CFO.

G. Restrictions To The Contractor

1. **Removal of Equipment -** The Contractor may not remove any University-owned equipment from the premises without written permission from the VPBA/CFO.
2. **Advertising-** The Contractor will maintain all terms and conditions of this agreement in the strictest of confidence and will not in any manner use the designated University dining facilities for advertising, publicity, marketing, or public relations purposes without the prior written approval of the VPBA/CFO.
3. **University Use of Facilities-** The University reserves the right to use the dining area of any dining facility covered under this contract at times other than the serving periods and following or before the scheduled operating hours for special occasions, meetings, or other assemblies provided that, after each use, the space will be cleaned and rearranged without any additional expense to the Contractor.
4. **University Access to Facilities-** The University and its authorized representatives shall have, at all times, access to spaces assigned to the contract. The University will maintain a complete set of keys to the facilities. The contractor shall provide keys to the University for any key or lock changes.
5. **Spatial Modifications -**The Contractor shall not perform any modifications to the food service facilities without the prior written approval of the University.

6. Unauthorized Use - The Contractor may not prepare food and/or beverages on the premises for sale or use for any purpose not covered by this agreement.
7. Hiring or Use of Employees - The Contractor and the University mutually agree not to hire any of the other's management employees for the length of the contract and the first full year thereafter, without prior approval of the other.

H. Representation of Food Services Program

Contractor covenants to use the food service facilities only for a permitted use, to operate the Food Services program only under the name, "TU's Food Services", and not any name associated with either the Contractor or Contractor's parent or affiliates. The name, "TU's Food Services" shall be the sole and exclusive property of the University and upon the expiration or earlier termination of this contract, all rights of the Contractor to use the name, "TU Food Services", whether or not consented to by the University, shall thereupon cease, and Contractor shall forthwith proceed to remove any reference to such business name from its vehicles, stationery, brochures, and any other item within the control of the Contractor, Contractor's manager, its parent companies, or affiliated companies.

I. TU Name

The Contractor covenants and agrees that unless the University first gives its prior written consent, the Contractor shall not (1) use the words "TU" (whether alone or in combination with other words), (2) display or otherwise use the name, emblem, or logo (or any similar name, emblem, or logo) of any department, or other components, constituent, or affiliate of the University, or (3) otherwise refer to the University or any department, or other component or affiliate of the University, whether in or on any sign, advertisement (including any newspaper, television, or radio advertisement), commercial announcement, circular, flier, other publication or employee uniform

J. Information

All information of any type that is made available by the University to the Contractor or its employees or agents or that becomes available to the Contractor or its employees or agents by virtue of carrying out this agreement will be held in strict confidence by the Contractor and its employees and agents.

K. Financial Agreements

1. Financial Arrangements -Financial arrangements related to the contract are structured around the following provisions:
 - a. The Contractor shall be responsible for and agrees to pay all costs associated with the successful performance of the Food Services Program, except as noted elsewhere in this contract. The Contractor shall retain all net profits from operations, except as noted elsewhere in this contract. The Contractor shall be responsible for any and all net losses on operations, and shall not be reimbursed by the University for said losses.
2. Contractor's Investment- the Contractor agrees to purchase and provide the following items for the successful operation of this contract, subject to University approval:

- a. All equipment and small wares in addition to that provided by the University, as is required by the Contractor for the successful operation of the University Dining Services Program;
- b. Dining halls and office furniture and equipment, including computer equipment;
- c. Funds donated to the University
- d. Scholarships to the University
- e. Facilities improvements & renovations that will result in a first in class offering of services
- f. Identification of food stations via appropriate signage and digital displays
- g. President's Catering Events
- h. Students' Catering Events
- i. Other agreed-upon donations and services

3. The Contractor shall amortize this investment as a cost of operation on a straight-line basis from the date of commencement of this Contract, to be fully amortized by the end of the Initial Contract Term.

L. Payments of TU's Obligations

The Contractor shall invoice the University every month for University obligations. Payments made to the Contractor pursuant to this contract shall be made no later than thirty (30-45) days after the University's receipt of a proper and approved invoice from the Contractor (based on University working days). Charges for late payment of invoices are limited to a monthly fee of .5%.

M. Payments to TU

Separate accounting shall be provided for Dining, Retail, and Catering Services. Within Twenty (20) days after the end of each Reporting Period, the Contractor shall provide Reporting Period financial statements including an income statement, a balance sheet, and budget versus actual Reporting Period and year-to-date reports in a form acceptable to the VPBA/CFO. With the year-end financial statement, the Contractor shall remit to the University any monies due or any undisputed portion thereof reflected on said statements.

N. Working Capital

The Contractor shall provide the necessary working capital for the successful operation of this contract. The contractor shall operate on the Contractor's own credit.

O. Collection of Sales Receipts

For retail operations and catering, the Contractor shall collect and deposit in its own banks all cash receipts, and shall invoice and collect amounts owed. The University shall cooperate with the Contractor in the collection of delinquent catering accounts involving University departments. The University requires the Contractor to have a purchase order number before the delivery of products or services.

P. General Terms

Acquisition of FF&E outside the Annual Plan

Subject to prior University approval, the Contractor may provide FF&E other than through the approved Annual Plan. Such FF&E may be used during the term of the Contract and titled to the University at the end of the Contract, as all purchased values will be fully amortized at the end of the agreement, using the straight-line method of depreciation for initial equipment and capital repairs. Any subsequent purchase and/or must be approved by TU and shall be discounted to TU at 50% for amortization purposes.

Q. Alcoholic Beverages

Any serving of alcoholic beverages shall be done in accordance with the University's, policies and Alabama State and municipal laws.

R. Casualty

During the Term of the contract, if a food service facility is damaged by fire or any other cause, the University shall have the right and option to either (a) replace and restore the premises, in which case this contract shall continue in full force and effect, or (b) terminate the contract as to the affected food service facility or facilities. In no event shall the University be required to make available an amount to repair or restore the premises in excess of any insurance proceeds available to the University. The University shall not be liable for any inconvenience or annoyance to the Contractor or injury to the business of the Contractor resulting in any way from such damage or the repair or restoration thereof.

S. Non-Discrimination

The Contractor agrees: a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

T. Non-Hiring of Employees

No employee of the University whose duties as such employee include matters relating to or affecting the subject matter of this contract shall while so employed, become or be an employee of the party or parties hereby contracting with the University within one year of termination of employment with the University.

U. Purchasing by Contractor

When taking proposals or issuing purchase orders, the Contractor shall be under a duty to use its reasonable best efforts to secure for and credit to the University any or all discounts, commissions, or rebates obtainable as a result of such purchase.

V. Purchasing From Contractor

Whenever the Contractor shall contract with any company controlled by or under common control with the Contractor, the terms thereof shall be no less favorable to the University than what the Contractor could have obtained in the public marketplace for materials or services of the same quality and quantity from independent third parties and on terms no less favorable to the University than those pursuant to which the affiliate provides similar services to any other comparable food service operated by the Contractor. The Contractor shall advise the University of the substance of any such agreement.

W. Key Control

The term "key" refers to metal, electromagnetic, combination lock, or any other method the University chooses, at its sole discretion, to utilize for locking facilities. The Contractor shall be responsible for the control and safekeeping of all keys issued to the Contractor by the University. If a key is lost, the Contractor shall be responsible for the replacement cost including, if necessary, changing the lock(s) to maintain building security. The Contractor's key management program shall be approved by the University and must adhere to University key policies and procedures.

X. Correction of Error, Defects, and Omissions

The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this contract, without undue delays and cost to the University. The acceptance of the work set forth herein by the University shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

Y. Termination of Contract for Default

If the Contractor fails to fulfill its obligations under this contract properly and on time, the following procedure will take place:

Should the Contractor at any time violate any material conditions of the contract, or fail to comply with any of the Contractor's contractual obligations, the University may, by written notice to the Contractor, demand that the Contractor remedy such violation or failure;

If, after receipt of the notice from the University specifying each failure, the Contractor does not cure such failure within a period of twenty (20) business days, or by a different deadline specified by the University if, in its sole discretion, it feels a different period is acceptable, the University may terminate the whole or part of the contract in question. An exception to this policy will occur in cases where the deficiency is deemed by the University to have the potential to result in direct endangerment to the health of any individual or individuals associated with the Contractor or the University. In this case, the University may choose to intercede and take immediate corrective action, charging all costs of doing so to the Contractor. These costs shall not be considered a cost of operations.

If the Contractor does not correct a deficiency upon written notice by the University and within the time frame specified, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The University shall pay the Contractor fair and equitable compensation for

satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages.

In the event that the University terminates the contract in whole or in part as provided herein, it may procure, in such a manner as it deems reasonable and appropriate, such services as required by the contract and the Contractor shall be liable for any cost for such services. However, if the contract is terminated in part, the Contractor shall be required to continue the performance of the contract to the extent not terminated under the provisions of this clause, while remaining liable for any cost of services obtained by the University to cover services canceled due to the Contractor's inability to cure such failure.

Upon the filing of a petition of bankruptcy or insolvency by or against the contractor, the University may terminate this contract.

Z. Termination of Contract for Convenience

The performance work under this contract may be terminated by either party, without cause, by giving 120-days prior written notice of intent to cancel to the other.

AA. Disputes

Any and all disputes arising under or related to this agreement shall be resolved in accordance with the Tuskegee University Vendor Mediation and Arbitration Agreement, a copy of which is attached hereto and made part hereof.

BB. Assignment

The Contractor shall not sell, transfer, sublease, or otherwise assign its obligation under this contract or any portion thereof, or any of its rights, title, or interest therein, without the prior written consent of the University, whose consent will not be unreasonably withheld.

CC. Use of Third Party Contractors

All goods and services provided to the University through third-party contractors must be contracted through the Contractor. The Contractor shall be responsible for compliance with all terms and conditions of the contract and all acts and omissions of its third-party contractors and suppliers. Any failure by a third-party contractor to adhere to the contract shall be deemed a breach of the contract by the Contractor.

DD. Other Contractor

The University may undertake or award contracts other than food service contracts for University-related work or functions, and the Contractor shall fully cooperate with such other firms and the University's staff and carefully fit its own work to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other firm or by the University's staff. The University shall equitably enforce this section as it relates to all firms, to prevent the imposition of unreasonable burdens on any one firm.

EE. Compliance with Laws

The Contractor must be familiar with, have a working knowledge of, and comply with all Federal, State, and local regulations, ordinances, codes, and laws. In addition, the Contractor must be familiar with and have experience preparing and filing all required forms, reports, and submittals. The Contractor hereby represents and warrants that: a) it is qualified to do business in the State of Alabama and that it will take such action as, from time to time, may be necessary to remain so qualified; b) it is not in arrears with respect to the payment of any monies due and owing to the State of Alabama or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this contract; c) it shall comply with all Federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and d) it shall procure, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.

FF. Alabama Law Prevails

The place of performance of this contract shall be the State of Alabama. This contract shall be construed, interpreted, and enforced according to the laws of the State of Alabama.

GG. TU Policies, Rules, and Regulations

The Contractor agrees to abide by all the University policies, rules, and regulations in effect for all University employees while working on the premises and/or dealing with any University employees off the premises in furtherance of the Contractor's obligations under this contract.

HH. Retention of Records

The Contractor shall retain and maintain all records and documents relating to the performance of this contract for five years after final payment by the University hereunder or any applicable statute of limitation, whichever is longer and shall make them available for inspection and audit by authorized representatives of the University including the VPBA/CFO or his/her designee, at all reasonable times.

II. Non-availability of Funding

If funds are not appropriated or otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the new fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder will be to discharge both the Contractor and the University from the future performance of the contract, but not from their rights and obligations existing at the time of termination. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the

continuation of this contract or any portion thereof for each succeeding fiscal period beyond the first.

JJ. Delays and Extensions of TU

The Contractor agrees to perform this agreement continuously and diligently. The University extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a University or State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

KK. Contractor's Response to Casualties, Accidents, and Claims

The Contractor shall promptly investigate all accidents and claims for damage relating to the ownership, operation, and maintenance of the Dining Services Program and facilities. The Contractor shall report to the VPBA/CFO any such incident that is material or any significant injuries, together, if applicable, with the estimated cost of repair or extent of damages thereof. The contractor agrees to cooperate fully with the University and any insurance carrier to the end that all such claims will be properly investigated and defended. The Contractor shall prepare any and all reports required by any insurance company as a result of any such incident and shall submit to the VPBA/CFO the paperwork concerning any material incident for approval prior to submission to any such insurance company.

LL. Liability Insurance:

1. Insurance must be obtained from a rated independent insurance company with a rating of A- or better.
2. Contractor shall maintain insurance, including but not restricted to the following:
 - I. Worker's Compensation: One Million Dollars (\$1,000,000) per accident or disease covering all of its employees in connection with resident dining, retail dining, catering and wellness operations.
 - II. Comprehensive General Liability insurance: Including Blanket Contractual Liability, Broad Form Property) Damage, Personal Injury, Advertising Liability, Completed Operations/Products Liability, Liquor Liability), Medical Expenses, Interest of Employees as additional insureds, Food Safety Liability and Broad form General Liability; Endorsements, for at least Two Million Dollars (\$2,000,000) per occurrence on an occurrence basis.
 - II. Comprehensive Automobile Liability: coverage for at least One Million Dollars, (\$5,000,000) Combined Single Limit Bodily Injury and Property Damage. Comprehensive Automobile Liability Insurance covering all owned, non-owned or hired automobiles to be used by THS, with coverage for at least One Million Dollars (\$5,000,000) Combined Single Limit Bodily Injury and Property Damage.

- I. Garage Liability for any auto with coverage for at least five hundred thousand (\$500,000).
- II. Employee Crime Insurance to protect the assets, property, and contract earnings due the University under this Contract, of not less than One Million Dollars (\$1,000,000) per claim.
- III. Excess Umbrella Liability - \$10 million.

MM. Indemnification

The Contractor shall be responsible for and shall indemnify and hold harmless the University and its Trustees, officers, agents, and employees from and against any and all loss, claims, damages, liabilities, judgments, penalties, fines, and costs of any and all legal action, including attorney's fees, (hereinafter collectively referred to as, "Damages") of any nature arising out of or resulting directly or indirectly from the performance of the contract including, without limiting the generality of the foregoing, all loss, claims, damages, liabilities, and costs of suits, including attorney's fees, for personal or bodily injury or death, damages to property, or liens of workman and materials resulting directly or indirectly from the sole or partial negligence of the Contractor and not caused by the sole negligence of the University. Any Damages paid by the Contractor shall not be considered a Cost of Operation. The University has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract. The University has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this contract. The University shall immediately notify, in writing, the Contractor of any claim or suit made or filed against the University regarding any matter resulting from or relating to the Contractor's obligations under the contract. The Contractor shall immediately notify the VPBA/CFO of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the contract and shall also immediately provide said notice in writing. The Contractor will also cooperate, assist, and consult with the University in the defense or investigation of any claim, suit, or action made or filed against the University as a result of or relating to the Contractor's performance under this Contract.

NN. Release

The Contractor expressly releases the University from all liability for any destruction, damage to, loss, or theft, of its equipment, supplies, raw food, or any other property on the premises used by the Contractor and for injury to any of its employees, except where such is caused by the University's sole negligence.

OO. Suspension of Work

The University unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance under this contract for such period of time as the University may determine to be appropriate for the convenience of the University.

PP. Liability for Loss of Data

In the event of loss of any data or records necessary for the performance of this contract where such loss is due to the error or negligence of the Contractor or its agent, the Contractor shall be responsible, irrespective of the cost to the Contractor, for recreating such lost data or records.

QQ. Waiver of Recovery

Each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements, and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies.

RR. Severability

In the event any term or provision of this contract or any application to any person or circumstance shall be declared prohibited, invalid, or unenforceable to any extent in any jurisdiction, as determined by a court of competent jurisdiction, such term or provision shall, in that jurisdiction, be ineffective only to the extent of such prohibition, invalidity, or unenforceability, or as applied to such persons or circumstances, without invalidating or rendering unenforceable the remaining term or provision hereof or affecting the validity or enforceability of such term or provision in any other jurisdiction or as to other persons or circumstances in such jurisdiction unless such would effect a substantial deviation from the general intent and purpose of the parties or make a significant change in the economic effect of the contract on the party benefited by such term or provision.

SS. Survival

The University and the Contractor agree that those obligations of the parties which by their terms require performance after termination or expiration of the contract shall survive the termination or expiration of the contract.

TT. Safety

All manufactured items and/or fabricated assemblies subject to operation under pressure or operation by connection to an electric source, which are furnished by the Contractor, shall be constructed and approved in a manner acceptable to the appropriate state inspector. This customarily requires the label or re-examination listing or identification markings of the appropriate safety organization, such as the American Society of Mechanical Engineers for pressure vessels; and the Underwriter's Laboratories and/or National Electrical Manufacturer's Association for electrically operated assemblies, where such approvals or listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA).

Section 4: Evaluation and Selection Procedures

A. Evaluation And Selection Committee

All proposals must be sent to the address listed below: To respond to this RFP, you must submit five (5) clearly labeled copies of the proposal, each in a white one-inch (1”) three (3) ring binder with a front cover and a side label and one (1) electronic copy (USB flash drive) of the proposal (with all respective documents in either Microsoft Word, PDF, and/or Excel format) to the following address:

Tuskegee University
Attn: Department of Procurement
Suite 116, Kresge Center
1200 W. Montgomery Road
Tuskegee, Alabama 36088

The package must be identified by putting the information below in the left-hand corner of the envelope:

- Request for Proposal Number TU-2022FOODSER

All Vendor proposals received by the closing deadline will be evaluated by an Evaluation and Selection Committee established by the University.

B. Evaluation Procedure

The Committee shall first review and rank proposals according to evaluation criteria, as outlined later in this section. Through this process, the Selection Committee will determine which proposals are acceptable or unacceptable. Failure to comply with any mandatory requirements will render the Contractors proposal unacceptable. In addition, the Contractor must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of this RFP. Any alternate proposal submitted must be complete and will be subject to a full and independent evaluation.

C. Interview

The University may select proposal semi-finalists for short-list interviews. Those invited to interview will meet with the Selection Committee to introduce the candidates for the positions of Food Service Director, Executive Chef, and Catering Manager and to obtain clarification of proposal sections.

If an interview is scheduled, the interview room will be available for set-up one-half hour prior to the interview start time. Each interview will consist of a presentation of no longer than one hour, with a one-hour question and answer period to follow, and each Offeror will be evaluated according to equal criteria. Notice of confirmation of the interview date/time will be given by telephone or in writing.

D. Final Ranking and Selection

The Committee will make recommendations for the award of contract(s) to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the University considering both the technical and financial factors set forth in this RFP.

E. Evaluation Criteria

The University and its consultant will review all properly submitted proposals and rank them according to pre-established Evaluation Criteria, as follows:

F. Technical Proposal

- 1) Operational Expertise: Evidenced company-wide approach to excellence in food acquisition, food preparation and presentation, quality control, training, personnel policies, maintenance, purchasing, cost control, and financial reporting to the client.
- 2) Merchandising/Creativity: Evidenced ability to provide and creatively promote quality corporate dining and catering programs.
- 3) Past Performance and Specialized Experience with Similar Accounts: Presented documentation of specialized experience with university dining accounts similar in nature to that of the University.
- 4) Project Personnel: Adequacy of staff in size, availability, and experience to perform the proposed work. Qualifications and experience of proposed Food Service Director, Catering Manager, and Executive Chef candidates.
- 5) Presented Approach: Indication that the firm understands each account for which it is submitting a proposal, and has a clear method of approach.
- 6) Branded Food Concepts: Ability/willingness to provide one or more branded food concepts in proposed retail operations.
- 7) Financial Resources: Financial strength to ensure the full and proper performance of the contract throughout its term.
- 8) Organizational Background: Evidenced organizational strength and longevity.
- 9) Overall Quality: Overall quality of the proposal.

G. Price Proposal

Fees: Structured in such a way as to provide a high-quality campus-dining program while allowing for a reasonable return to the University and the Contractor.

H. Scoring

The Technical Proposal will be worth	60%
The Price Proposal will be worth	40%
Total Combined Score:	100%

Discussions and/or negotiations may be conducted with the respondents who submit proposals for the purpose of clarification and/or correction, including any revisions that may occur during

Section 5: Proposal Format

So that the University can systematically evaluate all proposals, please present your submittal in the following format. We recommend that you include concise but complete information about your firm, emphasizing why you believe your firm to be uniquely qualified to operate this program. Please note that, if a short-list is selected, the short-listed proposals may have the opportunity to make a formal, in-person presentation to the Selection Committee but the University may base their selection solely based on this proposal.

A. Technical Proposal

1. Organizational Background and Overview

- a. Please provide the following background information pertaining to your firm.
 - I. A brief history and overview of your company.
 - II. A company-wide organizational chart.
 - III. A narrative describing how the account(s) you are proposing will fit within that structure.

2. Background in Similar Operations

- a. Submit a general description of your background and experience with accounts similar to the University on a company-wide basis, as follows:
 - I. Provide a complete listing of all college and university accounts operated by your company, including the name, address, and telephone number of your client contact at each location.
 - II. Provide a narrative describing your general experience with similar accounts on a local, statewide, and nationwide basis.
 - b. Provide the following information on five current accounts that are similar in size and nature to those of that the University (local/regional references are preferred):
 - I. -Client's name.
 - II. -Location.
 - III. -Description of services provided. If performed in association with another firm, list your firm's specific areas of responsibility.
 - IV. -Length of account tenure.
 - V. -Building area, number of site locations, size of staff supervised, number, type, and size of catered events annually.
 - VI. -Name, addresses, and telephone number of client's representative.
3. For the past year, provide a listing of all previously held college/university accounts that you have not been selected to retain. Provide the name, address, and telephone number of the client representative for each of these accounts.

B. Financial Resources

The University is interested in ascertaining that the successful proposal has financial resources that are adequate to ensure full and proper performance under the terms of the contract. Please submit a current financial statement, which is not to be older than one (1) year after the close of the accounting period. Said statement is to be certified by a certified public accountant but need not be an audited statement. Additionally, please indicate any bankruptcies incurred by your organization during the past five years, along with information regarding the resolution of the bankruptcy proceeding(s).

Please disclose the number and type of instances for which you are currently under court order to remedy past or present employment discrimination of any nature.

If marked "Confidential" by the proposer, all financial information will be kept confidential and within the confines of the Evaluation Committee, to the extent permitted by Alabama law.

C. Operational Expertise

1. To evaluate the depth of your operational expertise, please provide your firm's "Standards of Performance" for the following areas:
 - a. Quality control of food and service.
(The description should include the number and types of visits by district/area and headquarters personnel. Please indicate if the University will receive a verbal and/or written report of the findings and recommendations.)
 - I. Training of food production personnel.
 - II. Training of service personnel.
 - III. Personnel Policies and Procedures.
 - IV. Food/Beverage Purchasing Specifications.
 - V. Financial reporting to the client.
 - VI. Sanitation Standards.
 - VII. Accounting Methods and Controls.
2. Please provide as much information as needed to demonstrate your Organization's systems and methodology for the following financial and control matters:
 - a. Methods of recording, verifying, and reporting cash and charge sales.
 - b. Defined system for cash handling, including the procedure(s) for holding funds overnight and transporting funds to the bank (if applicable).
 - c. The purchasing, receiving, storage, and inventory control systems are in place for food and supplies.
 - d. The system is in place for controlling labor costs.
 - e. Your fiscal year and accounting periods definition.
 - f. Internal audit system. Please note if the University will receive copies of these audits. Copies of the forms and/or systems in use should be submitted. Your response should highlight the methodology by which the University may, at its option, easily audit the operational and financial records in use. The University is also specifically interested in knowing the level of detail that will be submitted monthly statements.

D. Personnel

Quality of personnel is of critical importance in University's decision-making process for awarding a contract or contracts. In this section, please submit the following information:

1. Resumes of key personnel in Regional Management positions, as well as candidates for the positions of Food Service Director, Catering Manager, and Executive Chef. Please be advised that if your firm should be selected for a short-list interview, your Food Service Director, Executive Chef, and Catering Manager candidates may be required to be present at the interview.
2. An organizational chart illustrating the proposed management structure for the accounts on which you are proposing. All management and supervisory positions should be identified.
3. Proposed staffing guides for each dining location, including chef(s), management, full-time, and part-time employees.
4. Please provide a brief description of the practices/methods in place for hiring and retaining food service employees for these types of accounts. (As with any organization, food service contractors are only as good as the people they are able to hire and retain. Wages, benefits, and training programs, which do not meet local area or industry norms, may be an indicator of potentially poor performance.) Also, discuss your policy regarding the hiring of existing food service staff and detail how your wage rates will compare with those currently available to them.
5. Outline and discuss your proposed incentive reward programs for both management and hourly staff.
6. Discuss your ability to provide qualified full-time personnel and managers, along with your ability for replacement. Discuss your source for part-time personnel as well as provisions for backup management talent.
7. Provide a brief description of staff uniforms to be provided by your firm. Photographs are preferred.

E. Concepts, Menus, and Pricing - Existing Operations

In addressing this section of your proposal, it is important to note the range of food service equipment currently in place at each operation and tailor your food concepts accordingly. However, this should not preclude you from proposing food concepts (branded or otherwise) that require modification to equipment and/or service points if, in your opinion, it is in the University's best interests. If your proposal requires modifications to facilities or equipment, identify the cost associated and indicate who is to bear the cost.

1. Cycle Menu - For any proposed retail food concepts that incorporate a cycle menu, please provide said menu for breakfast, lunch, and dinner as applicable, along with proposed pricing structures.
2. Catering - The University's needs include a wide range of catered events daily and throughout the year. Please note that while the successful Proposer will be the preferred provider of catering services to the campus, this should not be construed as an

"entitlement" and the Contractor will be expected to offer a range of products and services that compare favorably to those of outside vendors in the local community.

3. Please provide a sample-catering menu in use at one of your accounts similar in nature to those of the University's, along with proposed pricing structures. Additionally, please provide three sample menus for lunch and three sample menus for dinner, along with pricing, in each of the following three menu categories. These menu items should be specific and appropriate to the University;
 - a. Budget Oriented;
Moderate;
Premium.

Additionally, provide menus and pricing, proposed University, for the following types of services:

- b. Coffee Breaks;
Hors d'oeuvres/Receptions;
Beverage/Snack Breaks;

Please provide pricing for all ancillary charges such as cork fees, mandatory gratuities, flowers, linen charges, etc.

4. Summer Conference - Please provide a sample summer conference menu in use at one of your accounts similar in nature to the University, along with pricing. Additionally, please provide three sample menus for lunch and three sample menus for dinner, along with pricing, in each of the following three menu categories. These menu items should be specific and appropriate to the University:
 - c. Budget Oriented;
Moderate;
Premium.
5. Merchandising/Creativity - Please provide an overview of the types of marketing and promotional programs you will implement, including specific information for each food service facility. The University is committed to providing its students, faculty, staff, and guests with a high-quality dining experience and considers creativity and variety to be key elements of this philosophy.
6. Transition - Implementation Schedule: Describe your process for transition and start-up should your firm be selected for the contract. Identify steps and timeline. Identify members of the start-up team and their backgrounds. Provide a list of all the tasks involved in the transition period.

F. Final Proposal

The University is providing the spaces for the campus food service program, as well as all university-owned furnishings and food service equipment. The University expects the Contractor to be able to make a reasonable profit in this endeavor while maintaining a program that is perceived by students and the University as offering high quality and providing good value. It is the preference

of the University to structure the contract with the successful Proposer on a "profit and loss" basis with compensation structured as follows:

1. Campus-wide Food Service Contract
 - I. Residential Dining Program: The Contractor shall charge the University based on a sliding scale of daily rates depending on the number of meal plan participants. Your proposal should be predicated on the level of meal service identified in this RFP.
 - II. Summer Program: The Contractor shall charge the University a daily or per-meal rate per participant;
 - III. Catering: The Contractor shall pay the University a commission on sales;
 - IV. Retail and Cash Sales: The Contractor shall pay the University a commission on sales.
2. You may structure your financial proposal(s) in any manner you feel is to the University's best advantage and, if you choose, may offer more than one approach.
3. Narrative - In written form, outline the financial arrangement you propose for this contract. If you are proposing more than one scenario, provide a complete narrative for each approach. Please be detailed and specific, as follows:
 - i. Discuss the amount, structure, and nature of your proposed Management Fees (if applicable);
 - ii. Discuss the amount, structure, and nature of any proposed Indirect Costs such as General and Administrative Overhead Costs, Purchasing Costs, Personnel/Training Costs, Corporate Marketing Costs, etc. This RFP requires that all such costs be clearly disclosed on an item-by-item basis as part of your proposal.
 - iii. Provide a list of all costs that you propose to be considered as Direct Operating Costs of operations.
 - iv. Daily Rates for Meal Plan Holders - Taking into consideration the complimentary meal plans you are required to provide, as well as additional revenues available from retail cash operations, catering and summer conference activity, identify a proposed daily rate per student for the meal plan adequate to cover all anticipated direct operating expenses, indirect operating expenses and Management Fees.
 - v. The University desires to start with a students cost of \$9.25 per student, gradually increasing with fewer students enrolled in the meal plan
4. Smallwares and Capital Equipment Investment

Please identify, by the venue, all capital equipment expenditures you are proposing to make if awarded this contract, to be amortized against the initial term of the contract. If any part of your proposal is predicated upon the University providing capital for dining-related construction, equipment, and/or furnishings, please state this expectation clearly.

G. Economic Realities of the Vision

There is a certain economic reality that the University believes needs to be understood within the vision - this is the view that less is more as it relates to the total package of dining services and options at the University. Fewer base concepts, which have the ability to provide a wide variety of menu options are preferred to a vision that projects a series of providers with narrow menu options. The primary goal is to marry economic potential with expressed preferences defined by market research, allowing for growth which the University projects in the near term. Foodservice will be woven into the fabric of university life through a series of dining opportunities, which complement the learning environment. Stimulating the palate and the senses while at the same time satisfying the bottom line is not an unreasonable goal and can be achieved.

H. Key Elements of the Vision

Seamless integration of the residential and retail elements of the program. The customer experiences one level of superior service. Resident, commuter student, visitor, or summer conferee, the dining experience has value, variety, and a customer-driven service philosophy.

I. RFP Response

To respond to this RFP, you must submit five (5) clearly labeled copies of the proposal, each in a white one inch (1”) three (3) ring binder with a front cover and a side label and one (1) electronic copy (USB Flash Drive) of the proposal (with all respective documents in either Microsoft Word and/or Excel format) to the following address:

Tuskegee University
Attn: Department of Procurement
Suite 116,
Kresge Center
1200 W. Montgomery Road
Tuskegee, Alabama 36088

J. Due Date

Proposals are due by 3 pm CST on October 12, 2022. Late proposals will be returned. Faxed or emailed proposals will not be accepted. Proposals will not be accepted at any other location other than the addresses above.

K. Proposal Content Instructions

Proposals should provide straightforward, concise information that satisfies the requirements noted in this RFP. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to Tuskegee University's instructions, requirements of this RFP, and completeness and clarity of content.

L. Copy of Proposal

At least one copy of the proposals submitted to the address shown in section I of this RFP must contain a one-page cover letter with an original signature in blue ink. The cover letter must state the Contractor's desire to submit a proposal for the Tuskegee University Food Dining Services and be signed by an official of the Contractor authorized to commit the Contractor's organization to the proposal as submitted.

M. Additional Requirements

Each page of the proposal, to include attachments, shall state the name of the Contractor and the page number. Tuskegee University reserves the right to request additional data or material to support Contractor's proposal or to clarify issues or questions that may arise while evaluating the proposal. All material submitted in response to this RFP will become the property of Tuskegee University.

PROPOSAL SIGNATURE PAGE

PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing proposal, as principals, are as follows:

Contractor: _____

Firm Name

DUNS#

By (Seal)

Title: (Sole Proprietor or Partner)

Witnesses: _____

Post Office Address:

PROPOSAL SIGNATURE PAGE FOR A CORPORATION

The officers of the Corporation are as follows:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

If a subsidiary of another corporation responds to this RFP, please complete two forms, one for the Offeror and one for the owning corporation.

The full names and residences of stockholders, persons, or firms interested in the foregoing proposal, as principals, are as follows:

Post Office Address:

Offeror: _____

Corporate Name _____

By: _____
Name/Title

Attest:
Secretary

(Corporate Seal)

State in which Chartered:

Registry with Alabama Secretary of State, if foreign:

(Date)

DUNS #:

ADDITIONAL CONSIDERATIONS

This attachment is to provide additional information for consideration as you prepare your proposal.

- The numbers provided within the RFP are for planning purposes and are not to be considered exact.
- The successful contractor shall adhere to the legal requirements within the State of Alabama relative to Recovery of Findings, Senate Bill 9 – Declaration regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA), EDGE, MBE, and Drug-Free Workplace.
- Additional information regarding the University may be found on the University's website at www.tuskegee.edu.
- Contractors are encouraged to include within their financial proposal any capital investments that are being proposed over the term of the agreement. Financial proposals should be complete and concise with clarity relative to amounts, time-frames, amortization, etc.

Contractors' mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals per proposal instructions. Any proposals received after the scheduled submittal date and time may be disqualified.

No phone inquiries will be accepted or returned.

Contractors are strongly encouraged to complete a site visit prior to submittal of their proposal.



TUSKEGEE UNIVERSITY

OFFICE OF PROCUREMENT AND BUSINESS SERVICES

Addendum No. 1

Project Name: Food Dining Services

I.-Revised Schedule of Key Events

No.	Events	Original Date	Revised Date
1	Issue RFP.	July 18, 2022	N/A
2	Contractor Interface Meeting – Time and Location (TBD)	July 27-July 29, 2022	August 25, 2022
3	Site Visits (Any additional site visits can be requested with the AVP of Facilities and Construction)	July 27-July 29, 2022	August 29, 2022 – September 9, 2022
4	Deadline for Vendor Requests for Clarifications, Modifications, or Questions.	August 8, 2022	September 21, 2022
5	Clarifications, Modifications, and/or Answers to Questions were provided to all responders.	August 15, 2022	September 28, 2022
6	Proposal Due Date and time.	August 16, 2022, at 3pm CST	October 12, 2022, at 3pm CST
7	Oral Presentations (estimated) If invited	August 24-25, 2022	October 26-27, 2022
8	Notice of Award (estimated).	September 16, 2022	November 3, 2022
9	Final Executed Agreement (estimated).	October 3, 2022	December 1, 2022

End of Addendum No. 1



TUSKEGEE UNIVERSITY

OFFICE OF PROCUREMENT AND BUSINESS SERVICES

Addendum No. 2

07/25/2022

Project Name: Food Dining Services

I.-Site Visits dates added and the Director of Culinary Services was added as a Contact Person for Site Visits.

No.	Events	Original Date	Revised Date
1	Issue RFP.	July 18, 2022	N/A
2	Contractors Interface Meeting – Time and Location (TBD).	July 27-July 29, 2022	August 25, 2022
3	Site Visits (Any additional site visits can be requested with the Director of Culinary Services).	July 27-July 29, 2022	August 29, 2022 – September 9, 2022
4	Deadline for Vendor Requests for Clarifications, Modifications, or Questions.	August 8, 2022	September 21, 2022
5	Clarifications, Modifications, and/or Answers to Questions were provided to all responders.	August 15, 2022	September 28, 2022
6	Proposal Due Date and time.	August 16, 2022, at 3pm CST	October 12, 2022, at 3pm CST
7	Oral Presentations (estimated) if invited.	August 24-25, 2022	October 26-27, 2022
8	Notice of Award (estimated).	September 16, 2022	November 3, 2022
9	Final Executed Agreement (estimated).	October 3, 2022	December 1, 2022

End of Addendum No. 2



TUSKEGEE UNIVERSITY

OFFICE OF PROCUREMENT AND BUSINESS SERVICES

Addendum No. 3

Project Name: Food Dining Services

08/22/2022

I. Contractor Interface Meeting-Time and Location determined:

Contractor Interface Meeting will be held at 2:00 pm CST on 08/25/2022 at Multipurpose Room, 1st Floor, Margaret Murray Washington Hall, Tuskegee University.

End of Addendum No. 3