

# **WAYNE STATE COLLEGE**

## **Food Service Request for Proposal**

**DUE MARCH 7, 2012, 4:00 P.M.**

**Vice President for Administration & Finance  
US Conn Library 010  
1111 Main Street  
Wayne, NE 68787**

**WAYNE STATE COLLEGE  
CAMPUS FOOD SERVICE REQUEST FOR PROPOSALS  
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## **REQUEST FOR PROPOSALS CAMPUS FOOD SERVICE OPERATIONS**

### **NOTICE TO BIDDERS**

#### **Notice**

Wayne State College will receive responses to a Request for Proposal (RFP) in the form of sealed bids for Campus Food Service Operations at Wayne State College. Bids will be received at the Office of the Vice President for Administration and Finance, U.S. Conn Library, Wayne State College, 1111 Main Street, Wayne, Nebraska 68787, until 4:00 p.m. CST on Wednesday, March 7, 2012, at which time and place the bids will be publicly opened. Sealed envelopes containing the bid proposals shall be marked in the lower left corner as follows.

Wayne State College  
Food Service Proposal  
Due March 7, 2012, 4:00 p.m.

#### **Bid Bond**

Each bidder is required to submit with his or her bid either a Bid Bond, or a certified check in lieu thereof, payable to Wayne State College in the amount of 10% of the Performance Bond. Unsuccessful bidders' checks will be returned on or about May 14, 2012 or upon Board of Trustees approval of award of contract. The successful bidder's check will be returned upon receipt of a properly executed Performance Bond.

#### **Basis of Bid Proposals**

Bid proposals are to be based upon specifications contained in the Request for Proposals for Campus Food Service Operations, including all sections. No telephone or fax proposals will be considered. No bidder may withdraw a bid for a period of sixty (60) days after the date of bid opening.

#### **Pre-Proposal Conference**

All prospective bidders must attend a Pre-Proposal Conference at 1:00 p.m. on Thursday, February 16, 2012, in the Student Center Atrium on the Wayne State College campus. If additional visits to campus by individual bidders are necessary, prior arrangements and approval must be received to visit the kitchens, dining rooms and other food service areas. Arrangements for such visits shall be made through the Office of the Vice President for Administration and Finance.

It is the responsibility of the prospective bidder submitting a proposal to become fully acquainted with the conditions to be found at the College. These conditions include, but are not limited to, legal and tax requirements and the costs involved in operating food service facilities at the College and in the State of Nebraska. Therefore, bid proposals will not be accepted from Bidders who have not visited the College and who have not viewed the food service operations.

### **Bid Proposal Format**

Bid proposals shall contain the information required and shall conform to the format outlined in Attachment E to the Request for Proposal.

### **Contractor Selection**

The Bidders will be screened and a Contractor selected on the basis of any and all information that the College deems pertinent to the food service program. The College reserves the right to reject any or all proposals, to accept other than the low bid, to negotiate with one or more bidders on the basis of their initial proposal, and to waive informalities or technicalities in the bidding and evaluation process.

### **Performance Bond**

The successful bidder is required to furnish a Performance Bond in the amount of one hundred fifty thousand dollars (\$150,000) from a security company authorized to do business in the State of Nebraska. The Bond requirement must be met before the formal contract is executed. At the sole discretion of the College, the Performance Bond may be waived in total or in part during subsequent contract years after the initial year.

### **Notice of Acceptance**

All bidders submitting proposals will be promptly notified as to the successful bidder after the Board of Trustees of Nebraska State Colleges has approved the awarding of a contract.

### **Term of Contract**

The term of the contract will be for a period of seven years, from July 1, 2012, through June 30, 2019. Either party may terminate the contract by giving ninety (90) days written notice of its intent to terminate; however, if the Contractor renders service pursuant to the contract during the spring term, or any part thereof, of the regular academic year, the Contractor shall continue to perform the terms of the contract through June 30, and any notice of cancellation shall not be effective until June 30 of that year, unless the College agrees otherwise.



### **Contract and Contract Documents**

The College and the successful bidder shall enter into a written contract, the terms of which shall include the Request for Proposal and the specifications for food service contained therein unless expressly modified in the contract. The contract shall also include the Contractor's Proposal and, to the extent it imposes obligations upon the Contractor, any General Information provided as part of the proposal. All of these documents shall form parts of the contract, and the provisions thereof shall be as binding upon the parties as if they were fully set forth in the contract.

**SELECTION PROCESS AND CRITICAL DATES**

The following summary outlines the steps to be followed in the process of selecting a food service contractor and the critical dates established for each step.

**Request for Proposal Issued..... January 9, 2012**

Specifications, including the calendar of events, bidder’s qualification requirements, notice of mandatory pre-proposal conference and other information, are issued to prospective contractors.

**Pre-Proposal Conference .....February 16, 2012**

All prospective bidders shall be required to attend a pre-proposal conference on the Wayne State College campus beginning at 1:00 p.m. on Thursday, February 16, 2012. The conference will provide an opportunity to meet appropriate campus representatives, review the selection process, tour existing food service facilities, review plans for future food service facilities and clarify questions which prospective bidders may have.

**Proposal Due Date ..... March 7, 2012**

Proposals submitted in response to this Request for Proposal must be received by 4:00 p.m. on Wednesday, March 7, 2012, in the Office of the Vice President for Administration and Finance, at which time and place the names of prospective contractors submitting proposals will be read and the presence of required bid bond confirmed in public session.

**Evaluation of Proposals..... March 7 – May 4, 2012**

The review and evaluation committee and appropriate campus officials will evaluate all responsive proposals in accordance with the review and evaluation procedures outlined in the Request for Proposals. During this period, the committee may request that selected prospective contractors make campus-based presentations on their proposals and may visit other accounts currently served by selected bidders.

**Recommendation for Award of Contract to Board of Trustees..... May 7, 2012**

The Board of Trustees will consider approving the recommendation of the Wayne State College President for award of contract for food service for the campus. Subsequent to action by the Board of Trustees, all bidders who submitted proposals will be notified of the action of the Board of Trustees.

## **INSTRUCTIONS TO BIDDERS**

### **Pre-Proposal Conference**

Attendance at the Pre-Proposal Conference at the time and date indicated above is mandatory for all prospective bidders. The conference will take place in the Student Center, Wayne State College, Wayne, Nebraska. The conference is intended to introduce vendors to campus officials and screening committee members, to tour existing food service facilities, to review plans for future food service facilities, and to answer any questions relative to the RFP. The agenda for the conference is as follows:

- General remarks and introductions
- Review of Request for Proposal
- Review of current food service facilities
- Tour of existing food service facilities
- Question and answer session

All prospective bidders intending to submit proposals and, therefore, required to attend the pre-proposal conference shall notify the College of their intent to attend by contacting the Office of the Vice President for Administration and Finance by telephone (402/375-7220), e-mail ([jedale1@wsc.edu](mailto:jedale1@wsc.edu)), Fax (402/375-7204) or mail by Friday, February 10, 2012.

If, after the pre-proposal conference, any prospective bidder is in doubt as to the meaning or intent of any aspect of the College's RFP and the specifications contained therein, such bidder shall submit questions in written form to the Vice President for Administration and Finance, Wayne State College, US Conn Library, 1111 Main Street, Wayne, Nebraska 68787 or email to [jedale1@wsc.edu](mailto:jedale1@wsc.edu). Questions will be answered by email, and copies of questions and answers will be sent to all prospective bidders participating in the RFP process. Questions must be received by February 24, 2012, and responses will be provided by March 1. The College will not be responsible for any explanations or interpretations provided in other forms or through other means.

### **Proposal Submission**

A complete proposal shall consist of an original proposal, bid security and seven (7) proposal copies for use during the evaluation process. Bidders shall enclose their proposals in sealed envelopes or packages marked in the lower left corner as follows:

Wayne State College  
Food Service Proposal  
Due March 7, 2012, 4:00 p.m.

Proposals shall be delivered by the established date and time to the following location:

Vice President for Administration and Finance  
U.S. Conn Library, Room 010  
Wayne State College  
1111 Main Street  
Wayne, Nebraska 68787

### **Proposal Review and Evaluation Committee**

Proposals submitted in response to this RFP shall be reviewed and evaluated by a committee of faculty, staff and students convened for that purpose. The committee shall prepare observations and comments to the Vice President for Administration and Finance and the Vice President for Student Services, who shall together prepare a recommendation to the President as to award of contract. The President will submit the final recommendation for award of contract to the Board of Trustees, which must approve such award prior to the signing of a contract.

The review and evaluation committee shall be included in any on-campus presentations which bidders may be invited to make and may participate in visits to other accounts of selected bidders. Included on the committee will be the following:

- Vice President for Administration and Finance
- Vice President for Student Services
- Director of Student Activities
- Director of Residence Life
- Three students (two from food service committee and one student senator)
- One faculty member

### **Campus Interviews**

Selected bidders may be invited at the College's option to make presentations on campus for the purpose of clarifying proposals and of meeting potential management candidates, dietitians, district managers, corporate support personnel and other contractor personnel with a potential role in the administration of the College's food service program.

### **Site Visits**

Representatives of the College administration or of the review and evaluation committee may visit accounts currently served by selected bidders. Such visits are at the option of the College, and the cost of making such visits will be borne solely by the College.

## **BIDDER QUALIFICATION REQUIREMENTS**

As part of the evaluation of proposals process, the College will determine the bidder's qualifications to provide the services specified in the Request for Proposal. To that end, the RFP itself includes this section on bidder qualifications, which requires that bidders provide as complete data as possible to assist the College in determining their qualifications to serve as Contractor. The information provided in response to the questions in this section will be considered in the award of contract decision. Therefore, each bidder shall provide information which establishes its qualifications and capabilities in the field of food service operation. The information shall be used to determine the bidder's demonstrated financial, management and operational ability and resources.

Only proposals from qualified organizations or individuals currently engaged in operating comparable food service operations and which have demonstrated the ability to perform as specified and to provide excellent service shall be considered further in the evaluation process. The College, alone, shall determine whether a bidder meets the minimum qualifications for consideration. To that end, it is important that all questions in the bidder's qualification section be answered. The College, further, reserves the right to inspect facilities and operations currently under the bidder's management and to consult other colleges and universities which are currently being or have in the past been served by the bidder.

Bidders must provide written responses to the following questions intended to establish their qualification to provide food service in accordance with the specifications included in this RFP. Responses should be numbered to coincide with the numbering of the questions below and should be presented in the sequence indicated. This information must be provided as part of this RFP even if the same or similar information has been provided to the College as part of previous bids or proposals. Responses should be straightforward and concise while still covering the topics adequately. Omissions, inaccuracies or misstatements may be considered cause for disqualification of the bidder.

### **Required Qualification Responses**

1. Provide the name and address of operating company and the names of all owners of the company or principals of the corporation. Similar information should be provided for the operating company's parent company, if applicable. Provide the name and address of the company contact/liaison to be used for the remainder of the bid process.
2. Outline the history, duration and extent of experience in the management of comparable food service operations. Include information about mergers, consolidations, re-organizations, changes in ownership or other indications of the stability of the company which are part of its history.
3. Provide complete operating statements or annual reports for the last two fiscal years of operations. If appropriate, include such statements for the branch or division of the company to which the College operation would be assigned. Annual reports or statements of net worth prepared by an Independent Certified Public Accountant would

be helpful.

4. Provide a list of financial references of the following types. If such financial and service/supply services are acquired by the bidder on a regional basis, regional references should be provided.
  - Name and address of bank references for banks with which the company is currently doing business. Include the name, title and telephone number of a bank officer familiar with the company's account. The company must give the bank approval to release information which the College may request.
  - Name and address of principal supplies/service provider references with which the company is currently doing business. Include the name, title and telephone number of a provider's officer familiar with the company's account. The company must give the firm approval to release information which the College may request.
5. Indicate if the company has ever filed for bankruptcy, had receipts garnished or had a lien filed against it in one or more of its accounts. If so, provide a full explanation.
6. Indicate if the company has been involved in litigation concerning a food service contract account. If so, provide a full explanation.
7. Indicate if the company will require monetary assistance to operate the College's account in accordance with specifications. If such assistance is required, state the amount of required and the anticipated source or sources.
8. Provide the company's organizational chart, listing names and titles of board members, officers and key corporate staff.
9. Describe the organization of the company's support for the College's account, including corporate and regional support if applicable. Include the name, address and telephone number of the district, regional or area supervisor which would serve the College's account. Describe the responsibilities of such regional supervisor and list the current account assignments.
10. Describe any special resources available to the account and regional management team which would support the operation of the College's account.
11. Provide resumes of the typical or proposed management team for an account such as the College's. Discuss corporate training and educational opportunities available to management personnel and what management retention programs, if any, are currently in place.
12. Provide a list of college or university accounts of comparable complexity where the company currently is providing specified services. The list should include at least six (6) accounts. Where the company serves more than six comparable accounts, those which are most comparable to the College and which are geographically closest should be selected for inclusion. Provide the following minimum information for each account.
  - Date the company began operating the account.
  - The approximate number of board contract students served.

- Information about other services provided, such as cash sales services, catering, vending or concessions.
  - Address and telephone number of a contact person at each account.
13. Provide a complete list of college or university accounts of comparable complexity where the company has previously provided specified services but which have been "lost" within the past five years. If no lost accounts are considered to be comparable, provide a list of at least five (5) college or university accounts which have been lost in the last five years regardless of their comparability. Such accounts should be chosen based on the date service ceased, with the most recent listed first. Provide the following minimum information for each such lost account.
- Length of time the company operated the account, including beginning and end dates.
  - Information about the conditions under which the company ceased to serve the account.
  - Address and telephone number of a contact person at each account.
14. Provide a list of brand name food operations or products with which the company is or has been affiliated and what the affiliation included.
15. Describe the company's experience with and philosophy in regard to working with a Student Food Service Committee in the operation of a college or university account.
16. The College may request supplementary information which may be necessary, in the opinion of the College, to assure that the bidder's competence, business organization, experience and financial resources are adequate to successfully perform the specified services.

## **BACKGROUND AND GENERAL INFORMATION**

### **History of the College**

Wayne State College is one of three colleges governed by the Board of Trustees of Nebraska State Colleges, the other two being Chadron State College and Peru State College. The College traces its history back to 1891, when Professor James M. Pile founded the Nebraska Normal College, a private institution operated by Professor Pile until his death in 1908. In 1909, the Nebraska State Legislature authorized the purchase of the property, buildings and equipment of the Nebraska Normal College. In September of 1910, the institution opened as a State Normal School under the leadership of President U.S. Conn.

In 1921, the school became a State Normal School and Teachers College and was authorized to grant baccalaureate degrees in education. In 1949, the Legislature changed the name of the institution to Nebraska State Teachers College at Wayne and granted the authority to confer baccalaureate degrees for study in the liberal arts. The graduate program leading to a Master's degree was authorized in 1955. In 1963, the Legislature changed the name of the College to Wayne State College. In 1992, the College added the Master of Business Administration to the degree programs it offers.

Wayne State is located in Wayne, Nebraska, a community of about 5,700 in the northeastern region of the state. The city has a diversified economy, which includes agriculture, manufacturing and service enterprises. Omaha and Lincoln, Nebraska and Sioux City, Iowa, are within easy driving distance of Wayne, and all three cities are served by scheduled airlines. An airport for general aviation is located in the City of Wayne for use by business and other travelers in private or charter planes.

### **College Mission**

Wayne State College, as part of the three-school state college system, is a regional public institution geographically positioned to serve the needs of Northeast Nebraska. The College's basic mission is twofold: it strives to develop students of a wide range of academic abilities through quality teaching and support, and to assist with the development of its service region through the delivery of public service programs and activities.

The College is primarily an undergraduate institution offering a comprehensive curriculum with equal emphasis on the arts and sciences, business and teacher education. Graduate programs are offered at the Master's level in education and business administration and at the specialist level in education.

The College has built upon its rich tradition as a teachers college by emphasizing strong teaching and helpful out-of-class support in a personalized setting. A comprehensive co-curricular program of student activities offered in a manageable residential setting provides students with opportunities to enhance personal characteristics and leadership abilities. In addition, the College has extended its tradition of helping by becoming a regional service center enhancing the quality of life and fostering development in its largely rural service region.



The public service programs and activities provided are in large part a product of the applied research and community service activities of the College's faculty and staff.

The College currently enrolls approximately 3,600 students and has the capacity to house 1,615 students on campus. Campus housing facilities consist of seven residence halls. All students residing on campus are required to participate in the Board Contract Dining Program. Campus dining facilities are located primarily in the Student Center and consist of the Main Cafeteria, used for the Board Contract Dining Program, the Food Court, a cash operation; and a coffee bar/convenience store located in the Library. There are several other meeting rooms and concession stands which have been part of the campus food service program. Vending machine operations are not a part of this contract and are handled through a separate contract with a beverage provider as part of a campus-wide exclusive beverage agreement.

### **Enrollment and On-Campus Housing History**

Enrollment at the College has increased from 2000-2001 through 2009-2010. The College is undertaking significant marketing initiatives to target increased enrollment in our traditional, undergraduate programs. Residence hall occupancy has followed the same trend as on-campus enrollments. The College would like to increase enrollment in the future. Our Master Plan includes an additional residence hall, along with renovations to modernize existing halls. Enrollment and housing occupancy figures for the past few years are provided as Attachment A.

### **Food Service Philosophy**

Wayne State College considers the food service program to be an integral part of the students' higher education experience and believes that all students deserve a high quality food program in a pleasant environment at a reasonable cost. The College accepts the responsibility for supplying such a program by providing the necessary physical facilities and environment and by arranging for a high quality food service operation through a qualified contractor.

### **College/Contractor Relations**

The College believes a quality food service program is most likely to be achieved when there is good communication between various College entities and the food service contractor. To assure effective communication, the College will identify a liaison officer to serve as the primary representative to the Contractor and will identify those other College officials with specific responsibilities to the program. In addition, the College will appoint a Food Service Committee comprised of student representatives from the residence halls and the Student Senate. The Committee will meet regularly with College and Contractor representatives to discuss the strengths, weaknesses and opportunities of the food program, to assist with planning for special meals, to make general recommendations and to report information back to the general student body. Through such communication efforts, the College and the Contractor are continually reminded of their respective responsibilities under the program.

## **Facilities**

The main food service operation is housed within the College's Student Center, with exception of concession stands and sites used on an occasional basis for catered special events. A small coffee bar/C-Store facility known as "Jitters" was added to the Library in 2006, that features Starbucks coffee and specialty beverages, cold sandwiches, snacks and sundry items. The Student Center, originally constructed in 1962, was designed to serve as both a student union and a cafeteria. Remodeling projects in the years since original construction have provided additional meeting rooms and seating space in the Main Cafeteria. General information about the Student Center along with floor plans detailing the facilities is available online at [http://www.wsc.edu/student\\_center/](http://www.wsc.edu/student_center/) (for floor plans, select Building Tour from the menu)

The Student Center currently has one main student dining facility. The cafeteria has a seating capacity of approximately 475 students. The Frey Conference Suite has a sit-down dining capacity of 350 and can be divided into halves or quarters, depending on the size of the group being served. The Frey Conference center is also served by a finishing kitchen immediately adjacent to the center. The finishing kitchen is connected to the food service areas of the original building by means of a tunnel, allowing food to be moved from the preparation kitchen and storage areas to the finishing kitchen without passing through public areas of the building. The lower level of the original Student Center houses the Food Court, a cash operation with a seating capacity of approximately 320.

The main kitchen for the food service operation is located in the upper level of the original building, immediately adjacent to the cafeteria. Kitchen equipment has been replaced and updated on an as-needed basis. Equipment is generally in good condition. The kitchen is in general compliance with State Department of Health regulations and with the regulations of the State Fire Marshal. Additional food service areas, including refrigerated and dry storage areas, limited preparation support areas for the food court, and staff restrooms are located in the lower level of the original building, next to the food court.

There are six other meeting rooms in the building which have limited support space for serving. The Elkhorn and Niobrara rooms are located in the original building, north of the cafeteria. The Bluestem, Cottonwood, Goldenrod, and Meadowlark rooms are located on the second level of the Atrium and can be accessed by elevator. Each of these rooms can serve approximately 25 persons. Until late fall of 2012, the Elkhorn and Niobrara rooms will continue to house administrative offices pending completion of the renovation of the administration building. A copy of the campus map is included as Attachment B.

## **Competitive Environment**

As would be expected in a small community, the City of Wayne offers only limited competition to the campus food service program. Currently, there are a number of fast food franchise

operations, including two national brand pizza restaurants; one regional/national brand sub shop; two regional/national brand hamburger shops; a local, seasonal frozen dairy products shop with limited grill service; a national frozen dairy product shop with a full grill menu; two Mexican food shops; and a Chinese restaurant. In addition, there are two full-service restaurants and several taverns with limited food service. There is also one bar/grill which offers a more complete noon menu and a main street coffee shop offering noon sandwiches and specialty meals. There are three convenience stores in the vicinity of the campus, one of which operates on a 24-hour basis.

The College food service is intended to recognize and respond to the competitive food service environment in the community. On the one hand, college students have limited options available to them; and time and money constraints limit their ability to patronize those options which are available. The College is mindful of this situation and will not allow the campus food service to exploit it by acting as if the student population were a captive audience. It is the intent of the College that, regardless of the competitive environment, students will choose to eat on campus because of the quality and value offered.

On the opposite side of the issue is the concern that the College food service not be seen as an unfair competitor in a somewhat limited market. The balance between a food service program which can compete on quality and value and a program which is a competitive threat to local food establishments is a delicate balance. The College will work with the Contractor to develop menus, prices and hours which offer a comprehensive set of options to students without establishing head-to-head competition for the sake of competition.

### **Board Contract Dining Program**

All freshman students under 20 years of age are required to live in a campus residence hall unless they are married, are living with their parents or legal guardian, or have already lived in a campus residence hall for one full academic year. All students living in the residence halls are required to participate in the Board Contract Dining Program unless unique circumstances justify an exemption. Past experience indicates that approximately 30-40 exemptions are approved in any given academic term. In addition to residence hall students, a limited number of students who reside off-campus elect to participate in the Board Contract Dining Program. The program also includes five-and three- meal-per-week options available only to off-campus students and College employees. A history of the number of students enrolled in the program is included in Attachment A.

The Board Contract Dining Program does not operate in the summer, although cash service is available. Numerous camps, conferences and workshops which take place during the summer require food service. Wherever appropriate, the type of service offered these activities follows the design of the Board Contract Dining Program for the specific meals provided.

### **Participation Rates**

Participation rates for students enrolled in the Board Contract Dining Program vary somewhat from option to option. The following figures display the rates of participation in the indicated plans during the fall semester of 2011.

#### Board Contract Dining Program Participation Rates -- Fall 2011

<u>Meal Plan Option</u>	<u>Number</u>	<u>Participation Rate</u>
19 meals/7 days + \$50 Flex	167	66.4%
15 meals/7 days + \$85 Flex	731	70.1%
10 meals/7 days + \$115 Flex	488	73.6%
5 meals/5 days	99	88.3%
3 meals/5 days + \$175 Flex	134	94.9%

### **Academic Calendar**

Attachment C details the College's academic calendar for the 2011-2012 year on the first page and provides tentative academic calendars in summary form for the following five years on the second page. The Board Contract Dining Program, in general, follows the academic calendar and operates on all class days plus intervening weekends. Periods indicated as holidays or recesses are times when classes are not in session and food service may not be provided. Food service continues through final exam week in each term. While the Board Contract Dining Program does not operate in the summer, food service must be available throughout the indicated summer sessions. Catering and concessions must be provided at all requested times regardless of the academic calendar.

### **Sales History**

Attachment D provides an overview of the sales history of the food service operation for the past three complete contract years.

## **GENERAL CONDITIONS**

### **Definitions**

Definitions used in these requirements and any resultant contract documents shall have the respective meaning as herein given.

1. Bidder -- a party submitting a proposal based on these specifications.
2. Contractor -- the party which submits the successful proposal and which subsequently enters into a contract with the College.
3. College -- the Board of Trustees of Nebraska State Colleges, doing business as Wayne State College, or any person authorized herein to represent the College, including any other governmental department, agency, commission or other subdivision thereof as may succeed to the rights, duties and powers now imposed thereupon or exercised thereby.
4. Federal -- all agencies, departments or other subdivisions of the Government of the United States of America.
5. State -- the State of Nebraska, including all agencies, departments or other subdivisions thereof.
6. Accounting Period -- the reporting and payment dates for both Contractor and College as defined by the contract document.
7. Regular Academic Year -- that period of time beginning with the opening of the fall semester and ending with the close of the spring semester as established by the College's approved academic calendar.
8. Summer Session -- that period of time beginning with the start of the first summer term and ending with the end of the last summer term.
9. Facilities -- the facilities of the College which are designated for food service operations, including but not limited to dining rooms, food court, Library coffee bar/convenience store, concession stands, kitchens, storerooms, offices, service areas, and restrooms.
10. Board Contract Dining Program -- the program of food service which provides meals to students of the College on a pre-paid basis for the period of an academic semester.
11. Meal Plan -- one of the options available to students under the Board Contract Dining Program. Meals included in each meal plan are described in these specifications.
12. Contract Student -- a student participating in the Board Contract Dining Program under one of the optional plans offered.
13. Cash Sales -- sales resulting from operation of the food court or other services excluding the board contract program, casual meals, coffee bar sales, catering, and concessions.
14. Casual Meals -- those meals served from the board contract dining room for non-contract students, faculty, staff and guests.

15. Catering -- service for such special events as banquets, teas, receptions, faculty or student group activities, meetings or other special services requested by the College in serving the campus community.
16. Concessions -- sales of snack, beverage and souvenir items at athletic events held at College facilities.
17. Vending -- food service provided through machines located throughout the College's campus which are intended to dispense beverages, snacks and other items on an unattended basis. This service is provided through a separate exclusive contract with a beverage provider.

### **Codes, Laws and Ordinances**

The Contractor is to perform its work in accordance with the respective codes involved or applicable in the location of the College. All operations must conform to all Federal, State and City regulations, laws and ordinances.

### **Non-Discrimination**

The College declares and affirms a policy of equal educational and employment opportunities, and non-discrimination in providing its services to the public. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or gender. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training. The Contractor further agrees to insert a similar provision into any subcontract for services allowed under this contract.

### **Americans with Disabilities Act (ADA)**

In connection with the furnishing of goods and services under the contract, the Contractor and any subcontractors of the Contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA) (29 CFR 1601, 28 CFR 35). The Contractor agrees to provide special assistance services as may be required by law or as may be determined to be beneficial to students, faculty, staff, guests or other customers with disabilities who wish to access the products and services provided under this contract.

### **Drug-Free Workplace**

The Contractor shall have an established drug-free workplace policy, in compliance with the provisions of the Drug-Free Work Place Act of 1988, which covers all of its employees. A copy of this policy shall be provided to the College prior to approval of the final contract.

### **E-Verify/Immigration Language**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

- The Contractor is an individual or sole proprietorship. The Contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us). If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the contract.*

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

### **Permits and Fees**

The Contractor shall bear responsibility to obtain and pay for any and all permits, fees, licenses (including restaurant license) and inspections required by state and local authorities which pertain to this contract.

### **Performance Bond**

The Contractor shall furnish a Performance Bond in the amount of one hundred fifty thousand dollars (\$150,000) from a security company authorized to do business in the State of Nebraska. The Bond requirement must be met before the formal contract is executed. At the sole discretion of the College, the Performance Bond may be waived in total or in part during subsequent contract years after the initial year.

### **Insurance**

The Contractor shall procure, at its own expense, and maintain for the duration of the contract, including any renewals as may be approved, the following insurance coverages under the terms and conditions indicated.

Required Insurance Coverage

<u>Coverage Type</u>	<u>Minimum Limits</u>
Workers' Compensation coverage for claims of damage because of bodily injury, occupational sickness, disease or death	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability including product liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including hired and non-owned vehicles; bodily injury and property damage coverage	\$1,000,000 Combined Single Limit
Excess Liability Coverage	\$6,000,000 aggregate

Other Terms and Conditions

1. Upon notification of award and prior to issuance of a contract, the Contractor shall provide the College a Certificate of Insurance with the required kinds and limits of coverage issued by an insurance company or companies licensed to do business in the State of Nebraska and signed by an authorized agent.
2. The Contractor shall add the Board of Trustees of Nebraska State Colleges, doing business as Wayne State College, and its officers, agents and employees as an additional insured under the commercial general liability policies for purposes of this contract.
3. Insurance certificates shall be for the initial contract period and shall be extended by the Contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring company to automatically renew all policies and coverages in force at the start of and resulting from this contract until specified coverage requirements are revised.
4. Policies shall contain a covenant requiring thirty (30) days written notice by the insurer to the College before cancellation, reduction or other modifications of coverage. Such written notice shall be sent to the Vice President for Administration and Finance, Wayne State College, 1111 Main Street, Wayne, Nebraska 68787.
5. In the event of non-renewal, cancellation or expiration of coverages, the Contractor shall provide the College evidence of the new source or sources of required insurance within fourteen (14) calendar days after the College's receipt of the thirty (30) day notice.
6. In the event the Contractor fails to maintain and keep in force the insurance herein required, the College shall have the right to cancel and terminate the contract without notice.



7. All insurance policies and certificates shall contain a waiver of subrogation provision. Each party hereby releases the other from any claim for recovery for any loss or damage to any of its properties which is insured under valid and collectable insurance policies to the extent of any recovery collectable under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.
8. Commercial General Liability includes but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers. The Contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products or money resulting from any cause including that of sub-contractors and shall not penalize the College for any losses incurred related to this contract.
9. Excess Liability Coverage is coverage above and beyond the amount specified for the general liability, automobile liability, worker's compensation and employer's liability coverages indicated.
10. The Contractor shall bear the full cost of these required insurance coverages.

### **Indemnification**

To the extent authorized by law, the Contractor shall indemnify, defend and hold harmless the Board of Trustees of Nebraska State Colleges, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (herein collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, including omissions by the Contractor, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the Contractor, its agents, employees, subcontractors or contractors.

### **Term of Contract and Renewal**

1. The contract term shall be from July 1, 2012, through June 30, 2019, inclusive.
2. The contract may be terminated by either party giving written notice to the other party of its intent to terminate at least ninety (90) days prior to July 1 of each year of the contract.
3. The College is required by policy of the Board of Trustees of Nebraska State Colleges to re-bid food service contracts at least every seven years. Unless there is a change in this policy or unless the Board grants an exception to it, all parties understand that no renewal may be executed which would extend the total term of the contract beyond June 30, 2019.

### **Termination**

The College or the Contractor may terminate the contract by giving not less than ninety (90) days written notice of intention to terminate as of the date specified, after the initial ninety (90)

days of operation.

### **Modification of Agreement**

The contract shall not be varied in its terms by any oral agreement or representation, or otherwise, other than by an instrument in writing of subsequent date hereto executed by both parties (College and Contractor) or other persons duly authorized.

### **Annual Review**

The rates specified in the contract will be subject to review annually, and the Contractor may negotiate with the College new contract rates which will become effective at the beginning of any subsequent contract year or renewal period. Specific conditions for adjustment of rates are outlined in later sections of this RFP.

### **Performance Evaluation**

1. The Contractor shall conduct a continuing program of inquiry into student needs and attitudes toward the food service and shall be responsive to students' reasonable requests.
2. The College shall appoint a Food Service Committee with representatives from each residence hall, and the Contractor shall meet with the committee on a regularly scheduled basis to discuss the performance of the Contractor and other issues related to the food service program.
3. The Contractor shall, at least once each semester, conduct a written survey pertaining to the menu and service it provides. The survey shall include, but not be limited to, questions about the following items: variety, selection, flavor, appearance, color, texture, nutritional value, sanitation, public relations and general satisfaction with Contractor's performance. Prior to conducting the survey, the format shall be reviewed by the College and the Contractor. The results of the surveys shall be provided in written form to the College.

### **Staff and Committee Meetings**

In addition to regular meetings with the Food Service Committee, the Contractor's unit director shall meet upon request with College administrative staff to discuss menus, serving policies, trends, student comments, news of the food service industry or contract issues. The Contractor's staff shall meet with student groups and organizations upon request to discuss the food service program. Such meetings shall occur as often as deemed necessary and appropriate by the College, the students or the Contractor.

### **Liaison Officer**

The official liaison between the Contractor and the College shall be the Vice President for Administration and Finance or his/her designee.

### **Liability and Indemnity**

1. It is expressly understood and agreed that the Contractor is an independent contractor engaged in transacting its own business on its own account in the facilities furnished to the Contractor. Contractor does hereby expressly agree to pay for the cost of all merchandise, services and other expenses in connection with the operation of its business and to indemnify and hold harmless the College from and against any and all claims and demands whatsoever of any kind or nature that may be brought against the College by reason of any matter arising out of, acting or concerning the food service operations of the Contractor and not occasioned through the fault of the College.
2. The Contractor hereby expressly relieves the College from all responsibility for any destruction, damage to, loss, or theft of its equipment, supplies, raw food, or any other material in the facilities belonging to the Contractor and for injury to any of its members or employees, howsoever occurring, and covenants that it will indemnify and save harmless the College from any and all manner of actions, liabilities and claims of others on account of any and all other actions, liabilities and claims arising out of or incidental to the use of the facilities or the exercise by the Contractor of any of the rights acquired by it under the terms of this Contract.

### **Severability of Invalid Provisions**

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the College or the Contractor in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

### **Waiver**

It is expressly understood and mutually agreed that no waiver granted on account of any violation of any covenant, term or condition of the Contract shall constitute or be construed in any manner as a waiver of the covenant, term or condition or the right to enforce the same as to any other or future violation.

Acceptance by the College of rentals, commission fees, charges or other payments in whole or in part for any periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall not be deemed a waiver of any right on the part of the College to terminate the Contract for any like or other succeeding break or default.

### **Assignment and Subletting**

The Contractor shall not at any time sell, convey, transfer, mortgage, pledge or assign this Contract, either in whole or in part, nor any of its right, title, interest or privilege hereunder, nor sublease or sublet any of the facilities or any part thereof without the prior written consent of the College.

### **Paramount Agreement**

The resulting contract supersedes any and all other previous agreements entered into by the parties hereto prior to the execution of the Contract covering the subject matter hereof.

### **Successors and Assigns**

Each and all of the expressions, phrases, terms, conditions, provisions, stipulations, promises, covenants, agreements, requirements and obligations of the Contract shall, wherever applicable, extend to and bind and insure to the benefit of the College and Contractor and the legal representatives, successors and assigns of either and both of them.

### **Rights of Entry Reserved**

1. The College, by its officers, employees, agents, representatives and contractors, shall have right at all reasonable times to enter into all portions of the facilities for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and to service or post or keep posted thereon notice provided by any law, rules or regulations of the State or the College which the College deems to be for the protection of the College and or the facilities, and for the doing of any act or thing which the College may be obligated or have the right to do under the Contract or otherwise.
2. Without limiting the generality of the foregoing, the College by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services shall have the right, for its own benefit, for the benefit of the Contractor or for the benefit of others than the Contractor at the College, to enter upon said premises at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of the College, be necessary or desirable and from, time to time, to construct or install over, in or under the facilities new systems or parts thereof, and to use the said facilities for access to other parts of the College not otherwise conveniently accessible to appropriate personnel.
3. No abatement of rental shall be claimed by or allowed to the Contractor by reason of the exercise by the College of any or all of the rights contained in this section provided, however, that nothing in this section contained shall or shall not be construed to permit the College to exercise any right of access or entry for any of the purposes denoted hereinabove except at reasonable time and in such a manner as not to interfere unreasonably with or hinder the use, occupancy and enjoyment of the facilities by the Contractor.

### **Damage or Destruction**

1. If the facilities or premises or any part thereof are structurally damaged by fire, explosion, the elements, the public enemy or other cause but not rendered un-tenantable, the same shall be repaired with due diligence by the College at its own cost and expense. If such structural damage shall be so extensive as to render the facilities un-tenantable but capable of being repaired within thirty (30) days, the same may be

repaired at the option of the College at its own cost and expense. If such repairs are needed, the Contractor and the College will mutually decide, in an equitable manner, the status of this food service contract at the College.

2. If the facilities or premises or any part thereof are completely destroyed by fire, explosion, the elements, the public enemy or other cause or are so damaged that they will remain un-tenantable for more than thirty (30) days, the College shall be under no obligation to repair and reconstruct the facilities or premises or any part thereof. In the event of such loss, the Contractor and the College shall mutually decide, in an equitable manner, the status of this food service contract at the College.

### **Maintenance**

1. The College will furnish the services of its maintenance staff as required for the proper maintenance and repair of said premises, fixtures and equipment belonging to the College and will replace equipment as required.
2. Any equipment damaged by negligence on the part of the Contractor or its employees will be repaired or replaced by the Contractor.
3. The College will seal, polish or otherwise maintain certain floor areas as needed periodically and shall maintain and clean all public restrooms.

### **Utilities**

The College shall provide all utilities for normal operations, including heat, electricity, natural gas, water, steam and sewer but excluding telephone service and waste disposal. The Contractor shall bear all costs associated with such telephone service. The Contractor shall also be responsible for all waste disposal and removal. Storage of refuse and recycling should be in appropriate containers and in unobtrusive areas of the facility, not in production or dining areas.

### **Safety and Health Standards**

1. The Contractor shall comply with all O.S.H.A. standards applicable to the food service operations at the College and shall notify the College immediately upon any inspection as may be made in this regard by any agent of any governmental unit or subdivision.
2. The Contractor shall be responsible for providing and maintaining first aid supplies and equipment in all production and service areas.
3. The College shall furnish and maintain fire extinguisher equipment and supplies in appropriate areas, and the Contractor shall notify the College immediately when an extinguisher has been used or discharged for any reason.
4. The Contractor must notify the College immediately following any injury to an employee, student or guest in the food service facilities.
5. An aggressive program of accident prevention and safety education shall be used by the Contractor. Proper instructions on the use of equipment and food handling techniques shall be provided in the promotion of a safe and accident free environment.

6. The Contractor shall immediately report fires, unsafe conditions and security hazards to the College. The Contractor shall immediately fix and report any citations for unsafe conditions to the College.
7. The Contractor shall provide to the Vice President for Administration and Finance within sixty (60) days of contract commencement an Emergency Operation Plan and Business Continuity Plan. The Emergency Operation Plan and Business Continuity Plan will be reviewed annually and updated as needed.
8. The College maintains an emergency alert notification system. During an emergency situation involving the WSC campus, the alert system is activated (via cell phones, landline phones, and email) to alert students, faculty, and staff to give instructions and to keep everyone informed about the current situation. Contractor shall at a minimum require directors, managers, and assistant managers to enroll in the alert notification system.

### **Sanitation Standards**

1. The premises, equipment and facilities shall be maintained throughout the life of this contract in condition satisfactory to the College. The Contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the execution of the terms of this contract, including but not limited to food handlers' appearance and performance in the preparation, service, transport and storage of food and related items.  
  
Sanitation standards commensurate with City or State certifications shall be maintained at all times. Failure to maintain the health department's required rating shall constitute a default on the part of the Contractor and shall, at the option of the College, render this Contract terminated after ten days notice is extended.
2. The Contractor shall be responsible for the cleaning and sanitation of all areas connected with the food service. The Contractor shall be responsible for the daily maintenance of floors and routine cleaning and housekeeping in food preparation and service areas, including but not limited to equipment, tables, chairs, walls, ceilings, window interiors, light fixtures, supplies, etc. The Contractor shall be responsible for cleaning filters, grease traps, plenum chambers, heat ducts and related vents and fans. The Contractor shall be responsible for replenishing sanitary products (e.g. soap, towels, paper products, etc.) and light bulbs in all areas used by the Contractor. The Contractor shall be responsible for cleanliness of employee locker areas and restrooms. The Contractor will provide and maintain the equipment necessary to perform the listed sanitation responsibilities. The Contractor shall assume all costs necessary for such maintenance to College, state and federal sanitation standards.
3. The Contractor will provide for cleaning and sanitation of the cafeteria, lower level food court and coffee bar/C-store dining areas throughout the service hours to include wiping down tables and chairs, cleaning spills, emptying trash, sweeping floors, and keeping the dining facilities neat. The Contractor shall provide regular and periodic thorough cleaning and sanitation of all dining room flooring and carpeting. The College will

provide regular and periodic cleaning for dining room walls, windows, light fixtures, blinds, draperies and lower level dining room carpet.

4. When the dining services areas are closed for College breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for heavy duty cleaning prior to a shut-down of three (3) or more days.
5. The College shall provide waste containers in the dining areas in sufficient quantity to maintain sanitary standards for trash disposal. Waste containers shall be kept in a clean and satisfactory condition at all times by the Contractor and emptied as often as necessary by the Contractor to maintain sanitary conditions. The Contractor shall be financially responsible for the removal and disposal of trash and garbage from all food service and production operations areas.

### **Inspections**

1. The College reserves the right to have the Vice President for Administration and Finance and/or the Vice President for Student Services periodically conduct, announced or unannounced, inspections, evaluations, and request changes in the operation and condition of the dining service and facilities at any time with respect to quality, quantity and production of all food items, hours of meal service, safety, sanitation and maintenance of the facilities and equipment to bring them to levels satisfactory to the College.
2. Inspectors from all state and local authorities and from the College shall have complete cooperation from the Contractor. When state and local authorities arrive for inspection, the College shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by the Contractor to the Vice President for Administration and Finance within 72 hours of receipt. Within five (5) working days, the Contractor shall provide the College with a written report of corrective action (if such corrective action is required). In the event that corrective action is a joint responsibility, the Contractor shall notify the College of its responsibility in the matter and shall work with the College in the implementation of such action. Inspections and evaluations shall be conducted so as not to interfere with the normal operation of the dining service function.
3. The Contractor shall be responsible for providing food handler certificates and/or medical examinations as required by law and shall make such records available for review upon the College's request.
4. The Contractor's employees shall be neat and tidy in appearance and shall follow general food service industry established hygiene practices in the handling of food. The Contractor shall not allow employees with known illnesses, open sores or other symptoms to work. Any contagious disease such as hepatitis must be reported immediately to the College.

### **Extermination Services**

The College shall provide for regular (monthly or as needed) exterminating services. This extermination service shall include all areas under the control of the Contractor. Since food service sanitation is of utmost importance, the Contractor shall assume responsibility for notifying the College of the need for special calls beyond the regular service for extermination by the College.

### **Inventory**

1. The Contractor shall maintain the College's inventory of flatware, glassware, china and kitchen small wares and any replacement costs shall be borne by the Contractor. All replacements shall conform exactly to weights, sizes, patterns and brands currently being used unless the prior approval of the College is received to deviate from these standards.
2. The Contractor shall purchase, at the commencement of the contract, those items under the ownership of the previous Contractor at a price negotiated with the previous contractor.

### **Alcoholic Beverages**

It is the current policy of the College not to allow the serving of alcoholic beverages at any functions taking place on the College campus, except as specified in Nebraska State College Board of Trustees policy. Alcoholic beverages may be served at events held in accordance with State law and regulations and Nebraska State College System policies. When alcoholic beverages are served, it shall be the responsibility of the Contractor to make proper identification of persons eligible to purchase or consume such beverages, including proof of age where deemed necessary. The right to refuse service to any individual is reserved to the Contractor and the College.

### **Joint Use of Facilities**

The College reserves the right to schedule events into the facilities provided for the Contractor's use. In every instance, the schedule will be coordinated so that there will be no disruption of the Contractor's production or service schedule. The College will ensure the maintenance and cleanliness of the areas in which such events are scheduled.

### **College Regulations**

The Contractor and its employees, agents and subcontractors shall abide by all College rules and regulations.

### **Contractor Use of Non-Food Service Areas**

It is expressly understood that, when the Contractor uses campus facilities which are not specifically or primarily food service areas, appropriate set-up and clean-up shall be undertaken by the Contractor's personnel to meet required sanitation standards. Facilities so



used shall be restored by the Contractor to conditions satisfactory to the College before the next scheduled use of said area.

### **Operation Costs**

The Contractor shall at its own expense bear any and all costs for the operation of the food service, except those hereinafter provided by the College, and shall pay all costs and expenses connected with the Contractor's use of the premises, facilities, and rights granted, including but not limited to the following.

1. Raw food and food products.
2. Labor, employee benefits, compensation and insurance.
3. Supplies -- including but not limited to paper, plastic and foam tableware; cleaning agents for dishes, flatware, pots and pans; janitorial equipment and cleaning and sanitizing agents; and office supplies.
4. Office expenses -- including but not limited to telephone, postage, printing, photocopying, etc. The College will make available to the Contractor the use of College photocopying facilities at the rates charged to College divisions and offices when required to fulfill the requirements of the Contract.
5. Licenses and permits required by law, regulation or ordinance.
6. Waste disposal and removal.
7. Health examinations for all employees as required by law, regulation, ordinance or Contractor policy.
8. Uniforms, laundry and dry cleaning. The Contractor shall furnish its employees with appropriate uniforms and shall assume all expenses for the cleaning, repair and replacement of uniforms, table linens, napkins, aprons, etc. used in the food service. The design of uniforms shall be approved by the College and shall be in harmony with the decor of service and dining areas and with the occasion when used for special events.
9. All necessary vehicles for the conduct of dining services business.
10. Maintain the College's inventory of flatware, glassware and china and any replacement costs.
11. All franchise fees and signage associated with branded concepts.
12. Marketing: research, signage, brochures, menu boards, advertisement, promotions, etc.

### **Facilities**

The College agrees to furnish fully-equipped facilities for the food service Contractor, including adequate storage, refrigeration and employee restroom areas. The College shall do the following in regard to such facilities.

1. Be responsible for fixed and movable equipment purchases which represent Capital improvements.
2. Refurbish the facilities as may become necessary, at the discretion of the College.
3. Assist as appropriate in the development and review of guidelines to be followed by the Contractor for the proper cleaning and sanitation of those areas for which the Contractor has the total responsibility for cleaning and sanitation.
5. Provide regular and periodic thorough cleaning of the lower level dining room and the C-store dining area.
6. Provide such insurance on the buildings and equipment of the College as deemed appropriate by the College.

### **Recycling and Energy Conservation**

1. Contractor shall make a commitment to recycling that, at a minimum, matches and evolves with the College's recycling program, and actively participate in initiatives created by the College.
2. Contractor shall incorporate biodegradable and recyclable products and containers into its daily dining operation to the extent feasible.
3. Contractor shall recycle food, packaging, and other items to the extent that there are available markets and outlets for the products.
4. Where safe and practical, leftover foods may be donated to a local shelter or campus food program.
5. Submit a description of Contractor's sustainability program which will be used to minimize disposal costs, including all paper, plastic and other disposable items. The College uses trayless dining in the cafeteria to reduce waste.
6. The Contractor shall assume responsibility for maximum utility/energy conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items, when the dining services facilities are not in use or when business volume dictates a reduction in the use of utilities. Equipment use shall be planned and equipment not 'warmed up' or charged if it is not expected to be used during that day or period.

### **Security and Keys**

1. The College shall provide general security to the campus locations occupied by the Contractor. It is agreed that the campus locations assigned to the Contractor are for use solely to fulfill the Contractor's duties and that the Contractor shall at all times keep College facilities secured.
2. The Contractor is responsible for maintaining the College's standard of security during those times the College's portion of the facility is closed.

3. The Contractor shall be responsible for any theft or loss of College property that occurs as a result of the Contractor's failure to provide adequate security under these circumstances.
4. The College shall be responsible for any keys or key cards or locking devices provided to the Contractor at the onset of the contract.
5. The Contractor shall be responsible for the cost of replacement of lost keys, and if the College determines that keys lost by the Contractor could compromise campus security, the Contractor shall be responsible for all costs associated with re-keying or re-securing designated locations.
6. The Contractor may request the College to re-key the dining services facilities prior to the commencement of the contract, or at any time during the duration of the contract; however, any costs of such re-keying shall be the sole responsibility of the Contractor.
7. The Contractor shall be responsible for immediately reporting to the College, via Campus Security and to the Vice President for Student Services, any known facts related to losses incurred as a result of break-ins to the premises or the rest of the facilities.
8. The Contractor shall be responsible for reporting to the College, via Human Resources and to the Vice President for Student Services any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons which occur in or around the premises.

### **Information Technology Requirements**

Communication cabling for the WSC data network must be authorized by WSC Network and Technology Services (NATS) and must meet current WSC data cabling standards.

Any communication cabling within WSC buildings for a private or corporate network must meet current WSC data cabling standards and must be installed by a WSC NATS employee or approved contractor.

Contractor is responsible for support of Point of Service (POS) devices at food service locations. WSC NATS will provide network connectivity to POS devices.

Contractor is to comply with the Payment Card Industry Data Security Standard (PCI DSS); no Primary Account Number (PAN) is stored, processed or transmitted on the WSC data network.

WSC NATS staff provides technical and interface support for both the WSC Campus ID card system and StarRez Housing/Mealplan system. NATS will work with the successful Contractor to create an interface to maintain mealplan and ID card data. Contractor must be able to support the automated import of data in both a "current state" format (where all current meal plans are listed) and a "delta" format (where plan changes since the last successful import are listed). Contractor must minimally support an plain text import file format. Web Service, direct SQL and other real time interface methodologies will be positively evaluated.

Contractor must be able to support the preservation of existing cash account balances on a change of mealplan. For example, if a student has a cash account balance of \$5.42 cents and a mealplan change provides them with \$50 of cash value to that account, the cash account value after automated data import would be \$55.42.

Contractor will provide card reader systems that support barcodes in Codabar Modulo 10 encoding format.

Planning and deployment of new software applications is dependent on the availability of WSC technical staff in NATS and/or the availability of a WSC NATS approved third-party software developer to write interfaces. Any costs will be paid by the successful Contractor.

WSC Information Technology Services Helpdesk is not responsible for the support of hardware and software not owned or licensed by WSC.

Contractor's staff utilizing WSC technology resources, including the WSC network and WSC email, are required to abide by all WSC policies. These policies can be viewed at [http://www.wsc.edu/it/policies/comp\\_user\\_policy/](http://www.wsc.edu/it/policies/comp_user_policy/).

WSC reserves the right to capture and analyze mealplan usage data from the Contractor's POS system.

### **Personnel, Employment Practices and Staffing**

1. The Contractor shall at all times maintain on duty at the institution an adequate staff of employees for efficient and quality operation. The College shall have the right to review staffing patterns and job schedules and may request that the Contractor increase staff based on the needs of the operation.
2. Personnel relations of employees on the Contractor's payroll shall be the Contractor's sole responsibility. The College shall in no way be financially, legally or otherwise liable.
3. The Contractor shall be in full compliance with all applicable federal and state statutes and regulations relating to the employment and payment of personnel, including but not limited to the Fair Employment Practices Act, the Equal Opportunity Employment Act, Minimum Wage Law, and the Fair Labor Standards Act. The Contractor is required to use a federal immigration verification system to determine the work eligibility of new employees physically performing services within the State of Nebraska and complete the "United State Citizenship Attestation" form.
4. The Contractor shall assume all responsibility and liability for any act done by any employee or person acting within the scope of his/her authority under the Contractor's supervision and shall indemnify the College against any claims or actions for damages

arising in the conduct of the Contractor's business.

5. The Contractor shall require all employees to secure, as a condition of employment, the proper medical certification as required by State laws and regulations before working in the food service operations.
6. All employees who handle food service cash shall be bonded, and a list of those employees shall be furnished to the College.
7. The Contractor shall provide the following minimum benefits for all non-student employees who regularly work thirty (30) hours or more per week and have completed a sixty (60) day probationary period.
  - Employees will accrue vacation time at a minimum rate of one-half day per full-time month worked, with the amount pro-rated for less than full-time (40 hours per week) employment.
  - Sick time will accrue at the rate of one-half (1/2) day per full-time month worked, with the amount pro-rated for less than full-time (40 hours per week) employment. Sick time shall accrue to a maximum of sixty (60) days.
  - Employees who work regularly thirty (30) hours or more per week and have been employed for at least sixty (60) days before the holiday shall be paid for the following holidays: Thanksgiving Day, Christmas Day and New Year's Day.
  - Employees who work regularly thirty (30) hours or more per week and have been employed for at least sixty (60) days shall be provided with basic health insurance coverage through group coverage provided by the Contractor. The Contractor may require eligible employees to contribute through payroll deduction as much as thirty (30) percent toward the cost of such coverage. Coverage for the families of eligible employees may also be offered, but employees may be required to pay the full additional cost of such family coverage.
8. The Contractor shall not furnish as a benefit of employment free or discounted meals, snacks or beverages to Contractor's employees as a direct operating expense of the College's food service operation.
9. The Contractor shall appoint a Unit Director who possesses the necessary skills and experience in the institutional management of food and nutrition and in general administration. The director shall have full authority to make decisions on the Contractor's behalf on price, scheduling, service times, menus, supplies, hiring and training of personnel, merchandising techniques and other related responsibilities. The director must realize the importance of public relations between the Contractor and the students, faculty, staff, guests and other customers who use the food service. The following shall apply to the Unit Director.
  - The director shall be selected with the prior approval of the College.
  - As part of the process of filling the director's position, the Contractor shall provide the College with the names, resumes and references of the top candidates under consideration and shall pay all expenses to bring such candidates to the College for

interviews with appropriate College personnel as determined by the College liaison.

- In the event of a vacancy in the director's position, the Contractor shall provide regional or corporate staff on an immediate basis to oversee all food service operations until a new director is named.
  - The Contractor shall provide an annual performance evaluation of the unit director, and the completed evaluation must be submitted to the College within ten days of its completion. The evaluation must include, but not be limited to, consideration of the director's rapport with students; the director's rapport and cooperation with the College administration, faculty and staff, especially in providing catering services; the director's supervisory abilities over food service staff; and the director's general performance in meeting the specifications of the contract.
10. The Contractor shall provide assistant directors or managers as needed. The minimum managerial staff requirements shall be the following.
- One full-time unit director
  - Full-time assistant managers to supervise the areas of production, serving, dining room, and cash operations and catering. Assistant managers may be employed on a less than twelve months basis depending on the level of activity in the relevant areas of supervision.
11. Managerial positions shall not remain unfilled for a period in excess of thirty (30) days unless with the approval of the College or with the placement of a temporary staff member through resources of the Contractor.
12. The Contractor shall provide the College with a complete list of employees, supervisors and management by name and by assigned work area. The list should be updated as necessary but at least at the beginning of each semester of the regular academic year. It should indicate if each employee is employed on a full year, academic year or other period basis.
13. The Contractor shall require as a condition of employment that all employees respect and adhere to all College rules and regulations. Failure to comply with such rules and regulations shall be grounds for dismissal.
14. The Contractor shall consider all present food service employees for employment.
15. The Contractor shall employ College students whenever possible. College students employed by the Contractor must be paid at rates comparable to those paid other students employed by the College. Federal Work Study funds are not available for use by the Contractor.
16. The College reserves the right to request changes in or termination of personnel when deemed to be in the best interests of the College. The Contractor shall make such changes within thirty (30) days following such a request.
17. The Contractor shall provide a program of continuous training and development for Contractor's employees at all levels of the organization. Regularly scheduled full-time and student employee training sessions shall be conducted by the Contractor in

appropriate areas, such as food preparation and service methods, safety, sanitation, maintenance and customer relations. Program subjects, location and time of training shall be determined by the Contractor, and the College shall be notified of such plans. The Contractor shall be responsible for the expense of such training. Instructional material for student employees shall be in writing for the benefit of new employees hired after regular training sessions.

18. The Contractor's management and non-student supervisory personnel shall be trained in the fundamentals of nutrition to a degree which enables them to convey this knowledge and to respond to questions so that those being served have a better understanding of how to eat both tastefully and nutritionally.
19. The Contractor's regular service personnel shall be dressed in clean and attractive uniforms while on duty. Student workers may wear school clothes, but they must be required to be clean and neat.
20. The Contractor shall provide, to the unit director and the College, expertise in all food service operations, including but not limited to the areas of administration, training, dietetics, purchasing, equipment, consulting, and personnel supervision.
21. The Contractor shall provide corporate management staff, made known to the College by name, to routinely review and inspect operations, to fill staff vacancies if necessary, to consult with the College on current and future food service programs and to act with the full authority of Contractor on the Contractor's behalf in any and all matters pertaining to contract specifications.
22. The College may from time to time avail itself of the professional services of the Contractor to assist on a consulting basis in the development of layouts and specifications for new or remodeled food service facilities and equipment.

### **Wage Standard**

The Contractor shall agree to provide wages for employees commensurate with local and regional standards.

### **Sales Tax**

The Contractor must, at its own expense, collect and remit to the proper state agency sales tax imposed on cash sales, or direct sales to outside groups and any other sales upon which tax is assessed.

### **Contract and Contract Documents**

This Request for Proposal and the specifications for food service contained herein, unless expressly modified in the contract, shall form part of the contract, and the provisions thereof shall be as binding upon the parties as if they were fully set forth in the contract. The contract shall also include the Contractor's Proposal and, to the extent it imposes obligations upon the Contractor, any General Information provided as part of the proposal.

## **FINANCIAL CONDITIONS**

### **Financial Goals**

The College places priority on providing a very high quality food service program which represents a good value for students, faculty, staff and guests of Wayne State College. The primary objective of the food service contract will be to provide such a program. However, the food service program also represents a source of revenues which will enable the College to cover utility and other operating expenses of the program, to maintain and enhance the food service facilities and equipment and to address other campus needs. Therefore, the financial return of the food service contract to the College will be one of the factors considered during the review and evaluation of proposals. Three types of financial considerations are specifically addressed below. Other methods of meeting the College's general financial goals for the food service program may be proposed by bidders.

### **Commissions**

The Contractor shall pay a commission to the College on all sales accruing from this operation other than the Board Contract Dining Program and other specific exceptions as provided in the contract. Gross sales less Nebraska sales tax shall be considered total revenue accrued from sales. Payment of commissions shall be at the rate established in the contract but shall not be less than 15 percent. Bidder proposals shall indicate the commission rate which is proposed.

### **Profit Split**

The College recognizes that most food service contractors are for-profit enterprises and that profits are essential if such contractors are to continue to be able to provide quality service. However, the College believes that profit above a certain level reflects one of several conditions -- unexpectedly high sales, unexpectedly low participation rates, lower than expected food or labor costs, or other factors which favorably impact on the net result of the unit operation. In such instances, the College shall share in the profits above a specified level. Proposals in response to this RFP shall indicate the level of profit which the bidder proposes is appropriate for its purposes and the methodology proposed to be used to split profits between the Contractor and the College beyond that level.

### **Facilities Improvements**

The College desires to see improvements in the lower level food court area, as well as the upstairs serving kitchen and dining room, the library coffee bar, and potential additional food service areas. It is requested that bidders propose a financial contribution toward the further equipping of the College's food service facilities and toward future renovations, along with a description of any proposed renovations (architectural drawings are not necessary). If such a contribution is proposed, the proposal shall clearly state if the amount of the contribution will be amortized and expensed against the College's unit financial statements in such a way as to reduce the profit share which would otherwise be returned to the College or if the contribution will not be expensed against the account. In no



instance, however, may the proposal require the College to buy out any unamortized balance of such contribution if poor performance by the Contractor results in termination of the contract.

### **Administrative Assessment**

Bidders shall specify any percent of sales which they propose to retain as an assessment against the College's unit financial statements for administrative and other support provided by the Contractor which is not a direct expense of the unit's operation. In describing such administrative assessment, the proposal shall be precise in stating the percentage to be retained and the basis for applying the percentage.

### **Accounting Records**

The Contractor shall keep full and accurate records of all food service operations at the College provided under the contract. All such records shall be retained by the Contractor for a period of four (4) years and may be audited by the College or its agent at any time during regular working hours.

### **Account Reports**

The Contractor shall provide the Vice President for Administration and Finance and the Vice President for Student Services of the College with a report on at least a monthly basis which includes the following information at a minimum.

- Itemization of all sales for the reporting period broken down to reflect sales from the Board Contract Dining Program, casual meals, the food court, the coffee bar, special events catering, conference/workshop/camp catering, concessions, etc.
- Itemization of all expenses, including but not limited to labor, food and overhead expenses.
- Participation percentages by meal and by meal plan for the Board Contract Dining Program.
- Cumulative data for all the above mentioned items for the current contract accounting year to the date of the report.
- Comparative data with the previous contract accounting year for both the monthly reporting period and for the year-to-date.

### **Payments**

1. At or about the beginning of each semester, the College shall provide the Contractor a list of persons entitled to participate in one of the Board Contract Dining Program meal plan options. The list shall indicate the option chosen by each person. The College shall from time to time advise the Contractor of any changes in the list.
2. The Contractor shall submit to the College a monthly invoice for the Board Contract Dining Program. The invoice shall be itemized by week based upon the number of

board contract students reported by the College for each meal plan option for each week, which shall be multiplied by the number of meals offered each week and the applicable per meal rate as established by the contract. The College shall pay such invoices within twenty (20) working days.

3. The Contractor shall submit to the College a report listing the net sales for catering and casual meals sold to various College divisions or offices, to be payable monthly by the College.
4. The Contractor shall submit to the College a report listing the net sales for casual meals, catering, Food Court sales, Coffee Bar/C-Store, concession sales, and all other commissionable sales. The total amount shall be multiplied by the commission rate established in the contract to determine the monthly commission due.
5. The Contractor shall send to the College by the 20th day following the end of each month a check for the amount of commissions earned in the previous month.
6. Within ninety (90) days of the end of each contract accounting year, the Contractor shall send to the College a check for the full amount of any share of profits which may be due the College under the contract.

## **SCOPE OF OPERATIONS**

### **Grant of Exclusive Rights**

Wayne State College intends to grant to the selected food service contractor exclusive rights, as an independent contractor, to provide food service for the campus in Wayne, Nebraska, with the following exceptions:

1. Presidential events at which the President of the College will be present as host.
2. Bake sales and other student organization-sponsored fund-raising events which are not in direct competition with the Contractor and which have been approved by the Director of Student Activities. The College and the Contractor shall mutually agree on the definition of "direct competition" but the College shall make the final determination.
3. Wayne High School football games played on the Wayne State College campus
4. Tailgate parties prior to Wayne State College football games and Cat Club events held at Wayne State College basketball games
5. Other exceptions to which the College and the Contractor may mutually agree.
6. Vending operations and beverage rights subject to the negotiated exclusive beverage agreement
7. The College has entered into business arrangements with Pepsi-Cola of Siouxland, Inc. for exclusive beverage and vending services and with Follett Higher Education Group, Inc. for exclusive bookstore services which support College programs. Contractor will not sell any product which is in direct conflict or violation of pre-existing agreements between these contractors and the College or successor agreements providing similar exclusive rights
8. The College reserves the right to enter into new business arrangements which could provide additional financial support to College programs.
9. Contractor shall have the right to bid on exclusive agreements which may expire during its contract term.

### **Facilities and Services**

The College offers its primary, regular food service in the Student Center, located on the campus in Wayne, Nebraska. In addition, food service is provided for specific events at other campus locations. The following services are requirements under the proposed food service contract. The services are summarized below. Detailed specifications are provided in subsequent sections of the RFP.

- Board Contract Dining Program
- Casual Meals, Cash Basis
- Food Court
- Coffee Bar (Jitters) at the Library
- Summer Food Service

- Catering/Special Events
- Athletic Events Concessions

### **Board Contract Dining Program**

All students residing in on-campus residence halls are required to participate in one of the Board Contract Dining Program options unless specifically exempted for medical, religious or other unusual circumstances. In addition, students who reside off campus are offered the option of participating in any of the listed board contract plans or in a 5-meal/5-day plan, and a 3-meal/5-day plan. The 5-meal plan is not available to on-campus resident students.

### **Casual Meals**

The contractor shall provide meals in the board contract dining room for non-contract students, faculty, staff and guests on a casual meal, cash basis. The prices for such casual meals shall be set in the contract and may be changed only through mutual agreement of the contractor and the College.

### **College Food Court**

The College Food Court is an a la carte cash operation located in the lower level of the Student Center that also accepts contract flex dollars. It offers a variety of hot and cold foods, salad bar, beverages, snack items and other food to complement the Board Contract Dining Program and to meet the needs of commuter students, faculty, staff and guests. The prices for items sold in the Food Court shall be set in the contract and may be changed only through mutual agreement of the contractor and the College.

### **Coffee Bar/C-Store**

The College's Coffee Bar/C-Store is also an ala carte cash operation but also accepts contract flex dollars. It is located in the Library and offers sandwiches, snacks and beverages to meet the needs of students, faculty, staff and guests. The prices for items sold in the coffee bar shall be set in the contract and may be changed only through mutual agreement of the contractor and the College.

### **Summer Food Service**

The College operates a summer session in which both undergraduate and graduate classes are offered. In addition, there are numerous camps, conferences and other special activities. While no Board Contract Dining Program is offered in the summer, the food service contractor is required to operate the Food Court or have Casual Meals available, and to provide service comparable to the Board Contract Dining Program for camps and conferences as requested. Catering shall also continue throughout the summer.

### **Catering/Special Events**

Catering services are required frequently throughout the year and may be required at various locations on and off campus. Typically, these involve special banquets, coffee service, luncheons, and receptions. Guests may include College administration, faculty, staff, students,

VIP's, alumni, community members and others. Catering services are arranged through the food service office using procedures set through mutual agreement. An example of a catering manual with possible prices shall be provided as part of the response to this RFP.

### **Athletic Event Concessions**

The College participates in athletic competition at the NCAA Division II level. Major events on the schedule each year include football games, and men's and women's basketball games. In addition, the College fields volleyball, soccer, track & field, golf, softball, and baseball teams. Several high school football games and track meets and a high school basketball tournament also generally occur. The food service contractor is required to provide concession service at all athletic events. Wayne High school football games held on campus are not included. Wayne High school provides concessions at these football games. The type of service may vary in accordance with the nature of the event and the anticipated attendance and will be determined by mutual agreement.

## **FOOD SPECIFICATIONS**

All food and supplies purchased for all services in all locations shall be in conformance with the specified minimum United States Standards for Grades. In the absence of grade labeling, the Contractor shall provide the College with packers' labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided. The College may periodically, or as deemed necessary, inspect the Contractor's inventory of food and supplies to determine that purchase standards are being maintained. The Contractor agrees to meet the following minimum standards and is encouraged to exceed these minimums wherever possible.

### **Minimum Food Standards**

Beef and Veal	USDA Choice, except for meat used in extended dishes which may be USDA Standard;
Ground Beef	USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%;
Pork and Lamb	USDA Grade A #1 (no mutton shall be used except with prior approval of the Vice President for Student Services for a special or ethnic meal);
Poultry	USDA Grade A;
Hot Dogs	Only all-meat products may be used;
Seafood/Fish	USDA Grade A;
Eggs	USDA Grade A;
Milk	USDA Grade A. Butter fat content shall be in accordance with the federal standard for the milk type being served;
Cheese	Cheddars, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient. In addition, processed cheese may be used in some cooking or as an alternative for some non-entrée foods. Non-processed cheeses shall be used for all catering unless processed cheeses are specifically requested;
Fresh Produce	USDA No. 1 Quality;
Canned Foods	USDA Grade A or Fancy except Choice may be used for cooking purposes; fruits should be packed in light syrups. Canned vegetables shall not contain lard or animal fat; canned tuna shall be light meat or white meat;
Frozen Foods	USDA Grade A Fancy;

### General Food Specifications Conditions

1. Veal and Pork steaks shall be solid meat portions – un-breaded and not preformed from chopped or ground meat.
2. All meat cuts shall be in accordance with U.S.D.A. Institutional Meat Packaging specifications. The indicated grades are intended as minimum standards only, and the Bidder is encouraged to exceed these minimums wherever possible. All other food stuffs not included in the above categories shall be of comparable quality.
3. Purchase of food, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA) and National Sanitation Foundation (NSF). In the absence of grade labeling, the Contractor shall provide the College with package labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided.
4. The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage and inventory of all foods and direct supplies, and shall pay for all food and direct supplies related to food production service and management applicable to this contract. Any quantity purchase commissions shall be clearly identified and credited to the food cost.
5. The College reserves the right to periodically inspect the Bidder's inventory of food and supplies or review invoices to ensure that purchase standards are maintained.
6. The Contractor shall use natural, low fat products wherever possible.
7. Tropical oils may not be used by the Contractor for cooking purposes.
8. Wherever practical, salad dressings and soups shall be prepared on the premises using quality, low fat ingredients. If purchased, these items shall be of equal quality in flavor, texture and ingredients.
9. Appropriate wrappings for food are to be used as needed. Care should be taken to ensure that the wrappings are both attractive and serviceable.

### **Purchasing**

The Contractor shall take under advisement the wishes of the College regarding product and brand preferences, use of state products and local (in-state) vendors when costs are not significantly increased.

### **Minimum Food Portions**

The Contractor shall comply with the minimum food portions specified below and shall ensure control and uniformity through group employee training sessions. The College shall be

informed of the schedule of these sessions in advance so that a College representative may attend. The College shall have free access to any and all records or recipe or production sheets, product specifications, and quantities of food issued to determine the portions specified are complied with.

Minimum portion sizes may be altered only through mutual agreement in writing between the College and the Contractor.

Seconds on all items shall be the same size as first portions unless a smaller portion is requested by the student.

#### Minimum Portion Sizes

Roast meats, boneless chops, steaks, turkeys and cutlets	3 oz. raw wt.
Bone-in chops, steaks, cutlets	6-8 oz. raw wt.
Chicken cut from 2.5 lbs. dressed weight	1/4 each
Premium entrees/steaks	8 oz. raw wt.
Fish	3 oz. raw wt.
Casseroles/meat extenders/substitutes	6 oz.
Cold meats served as entree or in sandwich	1.5 oz.
Meat salads for sandwiches	2 oz.
Hamburger, all beef -- Lunch	6 to 1 lb.
Hamburger, all beef -- Dinner	4 to 1 lb.
Hot Dogs, all meat	10 to 1 lb.
Breakfast meat	2 oz.

#### Food Preparation Standards

1. The general policy shall be to do on premises preparation of food items, utilizing batch cooking as close to time of service as possible. Cook-to-order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature, taste, and overall quality can be maintained during serving hours. Minimization of pre-prepared food items is desirable.
2. The Contractor's on-site management must have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar.
3. Ground beef patties shall not be grilled in the fully frozen state and shall be cooked to a minimum temperature of 165 degrees Fahrenheit.
4. Recipes standardized for quality, yield, cooking procedures, serving containers, utensils, and portion size shall be used in all production units.



5. Leftover foods shall be kept to a minimum and refrigerated as necessary in shallow pans after each meal, properly covered, labeled with product name and date and used promptly. All leftovers which require refrigeration shall be stored in one location, labeled and dated.
6. Leftovers cannot be frozen and shall be served as an extra selection within 24 hours. Under no circumstances should leftovers be used to replace any approved menu selection.
7. Bakery items shall be made on premises. Pre-prepared mixes and dough are permissible, but every attempt should be made to provide products that are "homemade".
8. Sandwich breads, hamburger and hot dog buns, bagels, English muffins and other such items may be purchased from commercial bakeries.
9. Vegetable shortening rather than animal shortening must be used for food prepared on site. The Contractor is strongly encouraged to purchase food prepared with vegetable shortening and oil. If this is not possible, then it must be clearly labeled as containing animal fat when the food is served.
10. Vegetarian and vegan menu items should not be cooked in the same fat, sauce or other cooking medium (to include the use of grill top and deep fat fryers) as the non-vegetarian and vegan items.

### **SERVICE STANDARDS**

The Contractor shall comply with the following service standards in all food services areas and programs.

1. Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).
2. Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Contractor shall adhere to the general food service industry guide: If you are not willing to purchase or consume the product yourself, it should not be displayed. College has the final say in determining this state where disputes occur.
3. Display, serving and dining areas shall be clean, sanitary, orderly and attractive at all times. Any spillage in any preparation, serving or dining area shall be cleaned immediately. Partially used and broken items shall be promptly removed from the area.
4. Food shall be attractively presented, and the appearance of food shall be monitored by a supervisory employee prior to the beginning of each serving period and as necessary throughout the serving period to assure consistent appearance. Empty trays, dishes, pans or other serving utensils shall be removed from the serving area immediately.
5. Food items shall be replenished as needed and items regrouped if necessary to maintain an attractive appearance of menu items. The last student served shall have the same range of choice as the first student served. Food will remain at the board operations stations at least 15 minutes after the closing of service hours to allow late students to be served.
6. Certain food accompaniments shall automatically be served with some dishes and placed in the condiment section. Examples include apple sauce with pork, cranberry sauce with turkey, and tartar sauce and lemons with fish. Other accompaniments such as sauces, sugar, cream, ice and butter will be placed as close to corresponding food or beverages as possible.
7. The Contractor's employees shall practice proper health and hygiene.
8. The Contractor's employees shall be polite, diplomatic and helpful in serving students and other customers and in enforcing Contractor or College rules and regulations.
9. The Contractor's employees shall provide assistance in securing meals and in busing trays to persons with disabilities where such assistance is requested.
10. The Contractor shall report student behavior problems or concerns to the Vice President for Student Services as soon as possible following any incident.
11. The Contractor is responsible for preventing excessively long lines for extended periods of time or bottlenecks which cause gaps in the line where such breaks in the efficiency of service are the result of shortages of food or beverage, shortages of staff, shortages of supplies and implements, or other service-related factors within the control of the Contractor.

## **BOARD CONTRACT DINING PROGRAM SPECIFICATIONS**

Described below is the plan that the College currently uses. The contractor is requested to provide pricing based on a traditional plan with flex dollars. The College desires proposals with various combinations of meal plans, flex dollars and transferability.

### **Board Contract Plan – (traditional w/flex dollars)**

The Contractor will maintain a minimum of three (3) contract meal plans available to all students, faculty and staff and two (2) plans available exclusively to commuting students, faculty and staff. The following board contract options are currently offered:

Plan A -- 19 Meals + \$50 This plan provides for 19 meals per week, including breakfast or continental breakfast, lunch and evening dinner Monday through Friday; brunch and evening dinner on Saturday and Sunday. These meals shall be provided throughout each academic semester when classes are in session. The plan also includes \$50 “flex dollars” that can be used at any campus foodservice location. The 19 meals per week may only be used by the student, while flex dollars can be used by the student for themselves, parents, other family members, or anyone else they choose to spend them on.

Plan B -- 15 Meals + \$85 This plan shall entitle the student to eat any fifteen (15) of the 19 meals served each week, Monday through Sunday. The plan also includes \$85 “flex dollars” that can be used at any campus foodservice location. The 15 meals per week may only be used by the student, while flex dollars can be used by the student for themselves, parents, other family members, or anyone else they choose to spend them on.

Plan C -- 10 Meals + \$115 This plan shall entitle the student to eat any ten (10) of the 19 meals served each week, Monday through Sunday. The plan also includes \$115 “flex dollars” that can be used at any campus foodservice location. The 10 meals per week may only be used by the student, while flex dollars can be used by the student for themselves, parents, other family members, or anyone else they choose to spend them on.

Plan D -- 5 Meals This plan, available exclusively to commuting students, faculty and staff shall provide for five (5) lunches per week, Monday through Friday.

Plan E – 3 Meals + \$175 This plan available exclusive to commuting students, faculty and staff shall provide for three (3) lunches Monday through Friday.

The plan also includes \$175 flex dollars that can be used at any campus food service location.

### **Board Contract Option Rates**

Bidders shall propose the rates which will apply to each of the board contract options. Rates shall be presented on a per meal basis and shall be based on the following assumptions.

- Students shall enroll in one of the contract options at the beginning of each academic term and shall not be allowed to change options after the first week of such term.
- Students may only withdraw from the program during the course of an academic term if they totally withdraw from the College or if the Vice President for Student Services or his/her designee approves withdrawal from the Board Contract Dining Program for unique, exceptional circumstances. In instances where a student withdraws during the course of a term, the student shall be counted as enrolled through the end of the week in which the withdrawal occurs.
- The College shall pay the Contractor for all potential meals based on the number of students enrolled in each board contract option and the number of potential meals served for each option.
- The College shall provide the Contractor a list of persons entitled to participate in one of the Board Contract Dining Program meal plan options. The list shall indicate the option chosen by each person. The College shall from time to time advise the Contractor of any changes in the list.
- The Contractor understands that the College is under no obligation to charge students the same amount to participate in the Board Contract Dining Program as the Contractor charges the College. The College reserves the right to establish student Board Contract Dining Program rates in the context of other student fees and charges which combine to constitute the total cost of attendance at the College. The College shall retain the sole right to establish the rates to be charged students and to determine the amount of any mark-up above the rates established by the Contract.

### **Adjustment of Board Contract Pricing**

Prices submitted in the proposal document shall be the prices put into effect for the first year of the contract, July 1, 2012 through June 30, 2013. The Board Contract Dining Program contract rates established for each contract year shall remain in effect for the entire contract year.

When there is an emergency situation, temporary price adjustment requests for retail or non-contract services will be considered for those items where dramatic cost differential exists. Mid-year price changes for contract board services will not be considered.

Rates may be reviewed annually should the Contractor wish to propose adjustments to the rates. Proposed rate adjustments must be provided to the College by February 1 of the contract year prior to the year in which the proposed rate adjustments are to take effect. The College reserves the right to review and approve all proposed price increases.

In allowing for such adjustments, the College expresses its concern that bidders not propose low first-year rates which are intended to assist the bidder to secure the contract but which will require substantial adjustment in future contract years.

To ensure against such an approach, bidders shall outline in their responses to this RFP the method they propose to use to review rates each year and to determine any adjustments which may be necessary. Such methods shall be clearly described. They may include indices or other resources which the bidder will employ to support proposed adjustments and may indicate a maximum rate of increase which will be requested from year to year.

Requests for price increases by the Contractor during the annual adjustment process must be accompanied by as many of the factors listed below as are applicable:

- 1. Menu item(s) impacted
- 2. Changes in menu, points-of-service, additions or levels of service provided which have been previously approved by the University;
- 3. Verification/substantiation of any other cost factors through submission of supplier invoices over the previous six-month span;
- 4. Current/anticipated product cost;
- 5. Current/ projected number of items sold per day for retail operations;
- 6. Current/anticipated participation; and
- 7. Comparison to retail operating situations in the geographic area.

**Serving Hours**

The Main Cafeteria shall be open for the Board Contract Dining Program in accordance with the following minimum schedule. Serving hours may be adjusted with the agreement of the College.

<u>Monday through Friday</u>	
Breakfast	7:15 a.m. - 9:20 a.m.
Continental Breakfast	9:20 a.m. - 10:00 a.m.
Lunch	10:45 a.m. - 1:30 p.m.
Evening Dinner	M-TH 5:00 p.m. - 7:00 p.m.
	FR 5:00 p.m. – 6:30 p.m.
<u>Saturday</u>	
Brunch	11:30 a.m. - 1:00 p.m.
Evening Dinner	5:30 p.m. - 7:00 p.m.
<u>Sunday</u>	
Brunch	11:00 a.m. - 1:00 p.m.
Evening Dinner (in food court)	5:00 p.m. - 9:00 p.m.

The Cats Corner Lower Food Court shall be open with the following minimum schedule. Serving hours may be adjusted with the agreement of the College.

Monday - Thursday	7:15 a.m. - 9:00 p.m.
Friday	7:15 a.m. - 4:00 p.m.
Saturday	closed
Sunday	5:00 p.m. – 9:00 p.m.

The Jitters coffee shop/C-store in the library shall be open with the following minimum schedule. Serving hours may be adjusted with the agreement of the College.

Monday - Thursday	8:30 a.m. - 10:00 p.m.
Friday	8:30 a.m. - 4:00 p.m.
Saturday & Sunday	closed

### **Food Service Access System**

The Contractor shall provide a computerized system to control access to the board contract dining room and any transfer locations which may be authorized and to accumulate statistical information about board contract participation rates and patterns. The access system may be from any software developer but must be capable of using the identification cards issued to students by the College. A bar code on the College ID cards contains the identification number. The card reader must be a scanner system (as opposed to a card-swipe system) to reduce daily wear on the ID cards. The College will assist in connecting the access control system to the College's campus-wide network to support downloading of data from the College's administrative computing system. The College reserves the right to analyze data captured by the access control system.

### **Casual Meal Service**

The Contractor shall provide meals in the board contract dining room for non-contract students, faculty, staff and guests on a casual meal, cash basis. The prices for such casual meals shall be set in the contract and may be changed only through mutual agreement of the Contractor and the College.

### **Type of Service**

Board contract meals shall be served cafeteria style with the exception of special functions where buffet, picnic or other style service is utilized. Self-service shall be utilized for soups, salads, vegetables, breads, cereals, desserts and beverages and may be utilized for other menu items as appropriate.

### **Board Contract Meal Transferability**

The Contractor shall allow for meal transferability to the lower food court. Once the meal has been transferred, admittance into the main cafeteria for that meal is no longer permitted. Transfer equivalent hours and rates are currently:

Monday – Friday (Breakfast)	7:30 a.m. – 10:30 a.m.	\$3.40
Monday – Friday (Lunch)	11:00 p.m. – 11:30 p.m.	\$5.50

Monday – Friday (Lunch)	12:30 p.m. – 4:00 p.m.	\$5.50
Monday – Thursday (Dinner)	4:30 p.m. to 9:00 p.m.	\$5.50
Sunday (Dinner)	5:00 p.m. to 9:00 p.m.	\$5.50

### **Declining Balance Accounts**

The Contractor shall also provide for a system where money can be placed on cards and used as a declining balance.

### **Seconds Policy**

The Contractor shall provide board contract students with unlimited seconds on all food and beverages served in the contract dining room (South Dining Room) with exception of premium entrees such as steak, shrimp or the equivalent. Second portions shall be attractively and effectively served so as not to discourage student participation. Unlimited seconds are not required in proposed transfer programs to the Food Court but may be offered in such proposals at the option of the bidder.

### **Premium Entree Meals**

A minimum of three premium entrees (steak, shrimp, chicken cordon bleu, chicken Kiev, or equivalent) shall be offered to board contract diners at the evening dinner served on Tuesday, Wednesday or Thursday at least once each month during the months of September through April. In each instance, one of the premium entrees must be steak (minimum 8 ounces raw weight). Substitutions for regular specified menu items may be made to complement the premium entree. No seconds will be provided for the premium entree, but all other menu items must be available on an unlimited basis.

### **Special Meals**

The Contractor shall provide at least one special meal (Holiday meal, theme menu, ethnic specialties) each month from September through April. These meals shall be scheduled for the evening dinner on either of Tuesday, Wednesday or Thursday and shall be promoted to assure maximum student participation. The College's Food Service Committee and the Contractor may work together to develop the themes and schedule for Special Meals. The menus and schedules for these meals must be approved by the Vice President for Student Services or his/her designee.

### **Monotony Breakers**

The Contractor will provide a Monotony Breaker at least once each week, at the evening dinner on Tuesday, Wednesday or Thursday, for each week of service in which a Premium Entree Meal or Special Meal is not scheduled. Monotony Breakers call upon the Contractor's imagination and creativity and are intended to break the food service routine without necessarily adding expense for the Contractor. The College's Food Service Committee and the Contractor may work together to develop the themes and schedule for Monotony Breakers.

The menus and schedules for these meals must be approved by the Vice President for Student Services or his/her designee.

### **Sack Lunches**

Sack lunches will be provided to board contract students when class schedules or College-related functions do not allow them to eat during normal serving hours. Sack lunches shall consist of the following minimum items:

- A sandwich comparable to the sandwiches prepared at the deli station of the contract dining room, including choice of bread (white, wheat, rye or roll), choice of meat (turkey breast, ham, roast beef, or other) and choice of cheese (American, Cheddar, Swiss or other) with appropriate condiments.
- Chips, vegetable sticks, coleslaw, fruit, or the equivalent
- Dessert item -- two cookies, brownie or the equivalent
- Beverage -- at least an 8 ounce can of soda, juice, milk or equivalent

Any College-sponsored organization may request sack lunches for those members of its organization who must miss meals to attend off-campus College-related functions. The supervising faculty member or official club sponsor must make the request for sack lunches in accordance with procedures agreed to by the College and the Contractor, including at least 24 hours notice.

Board Contract Dining Program students who are provided sack lunches under the terms of this section will be considered to have eaten the meal for which the sack lunch was provided. In the event a student has used his/her allotment of weekly meals, either the student or the organization sponsoring the event shall pay for the sack lunch at the established casual meal price for the meal involved. Non-contract students will be provided the same service at the casual meal price.

### **Sick Tray Service**

The contractor shall provide "sick tray" service to students who are physically unable to participate in a meal during the regularly scheduled serving hours. The Contractor shall be accommodating and reasonable in providing this service and shall work with the student's Residence Hall Director or the College Nurse as may be appropriate and necessary.

### **Special Diets**

The Contractor shall provide special diets for students when prescribed in writing by either the College's Student Health Service or a family physician. Students' home town physician's prescriptions must be reviewed and endorsed by the College's Student Health Service. The Contractor shall have available a Registered Dietitian for supervision of these diets. If the Contractor and the College agree that the Contractor cannot reasonably comply with a prescription diet, the student, at the approval of the Director of Residence Life or the Vice President for Student Services, may be exempt from participation in the Board Contract Dining Program.



### **Menu Program**

Careful menu development is central to the success of the Board Contract Dining Program. Every effort should be made to design menus which offer wholesome, nutritionally balanced foods which offer adequate variety to prevent boredom. Menu selections shall provide sufficient options to meet the needs of vegetarians.

The Contractor agrees to use menus prepared and approved by a dietitian who is certified, registered or licensed by the American Dietetics Association or other appropriate agency in order to ensure that meals are nutritionally balanced. Menus may cycle no more frequently than once every four weeks. Weekly menus must be submitted to the Vice President for Student Services or his/her designee at least one week in advance of service and must be posted near the entrance to the South Dining Room. Monthly menus shall be distributed to all contract students and all holders of courtesy meal passes prior to the beginning of each month during the academic year.

### **Nutritional Audit**

The Contractor must supply at Contractor's expense at least one nutritional audit annually. Such audits are to be conducted by an A.D.A. registered dietitian and are to include an analysis of food consumed by students during a continuous two-week period.

### **Recipes and Production Procedures**

Recipes and production procedures shall be in writing and shall be followed closely to ensure consistency of taste and quality of food products served. Production procedures such as grilling, French frying, steam cooking, and the like, shall be done on a continuous basis throughout each serving period to meet patron demand as closely as possible in order to maintain quality while still providing sufficient quantities to support efficient service. Care must be taken by the Contractor to avoid over- and under-cooking to maintain an appetizing appearance, good flavor and good texture for all prepared food products. The Contractor's production managers shall be provided flexibility to adjust standard file recipes to lower salt, sugar or fat contents on menu items where a more nutritionally balanced finished product can be prepared without significant loss of quality or taste.

The College shall have the right of access to any and all recipes and production sheets, product specifications and quantities of food purchased to determine that the contractor is complying with portion specifications. The College may also use recipes for nutritional analysis.

### **Food Service Brochure**

The Contractor shall provide at Contractor's expense an informational food service brochure which outlines the services available to students at the College. The brochure shall be revised and updated annually or as needed, and the Vice President for Student Services shall approve the brochure prior to its printing.

### **Special Board Contract Dining Program Provisions**

The Contractor will provide the following as part of the contract requirements and at no cost to the College.

1. Courtesy meal passes, valid for use at any of the contract locations, valued at up to \$5,000 in total, to be distributed by the College President to designated College staff for the purpose of evaluating the program. It is agreed that these passes shall not be transferable.
2. Meals for Orientation, Fall Break, Courtesy meal Plans and RA Debit Cash based on the following days, meals, meal counts, or dollar amounts.

Athletics:

- 155 athletes for 11 days prior to fall semester
- 155 athletes for 9 meals during fall break

Band:

- 70 students for 4 days prior to fall semester
- 40 students for 5 days prior to fall semester

Orientation:

- 75 student ambassadors for 5 days
- 10 peer drama volunteers for 4 days
- 60 volunteers for 2 meals
- 550 freshmen for 6 meals
- New Beginnings Buffet for all freshmen, ambassadors and peer drama Volunteers

Residence Life:

- 51 RA/SRA/AD meals for 10 days prior to fall semester
- 51 RA/SRA/AD meals for 4 days prior to spring semester
- 47 RA/SRA meal plans/debit cash during the fall and spring semesters
- 6 staff 5-meal plans during the fall and spring semesters
- 1 staff 10-meal plan during the fall and spring semesters

3. Any services required by the Office of the President to promote Wayne State College and its students, including official receptions, dinners, supplies and other services as requested. The cost of such services shall be at the general rates established for catering and special events and shall accumulate but not be billed to the College up to an amount of at least \$32,000 each contract year or other limit as the Contractor may propose. Services which exceed the established limit shall be billed to the Office of the President near the end of the contract year, and the Office of the President will arrange for payment to bring the account into balance.
4. Preferential, no profit pricing to the College for College-sponsored special events as

approved by the President, the Vice President for Administration and Finance or the Vice President for Student Services. Where such preferential pricing is provided, the payment of commissions shall not be required.

5. A Welcome Picnic or its equivalent as mutually agreed to by the College and the Contractor for all students and invited College personnel for the evening dinner on a day during the opening week of each fall term as selected by the College. Menu for the Welcome Picnic shall be agreed upon by the Vice President for Student Services and the Contractor. It is understood that the quality of the picnic shall be comparable to an event sponsored by the Office of the President.
6. Pre-game meals for all athletic events for Board Contract Dining Program student athletes at no additional charge. Non-boarding student athletes or Athletics Department personnel may participate as well, with the Athletic program charged for all non-board participants in accordance with the established casual meal rates. The Contractor may charge an additional amount for special menus which exceed the normal menu format for the Board Contract Dining Program with the agreement of the Athletic Director.
7. Home team food service privileges to visiting athletic teams or other College teams/organizations whose College or University is served by the Contractor. Likewise, College teams/organizations shall be provided home team food service privileges when they are visiting other colleges or universities served by the Contractor. Arrangements for such service shall be made in advance.
8. The following special services during the final exam week of each academic semester. Menus for these events shall be approved by the Vice President for Student Services or his/her designee and shall meet or exceed the minimums indicated below.
  - A "Midnight Breakfast" shall be served from 10:00 p.m. to midnight on a night during final exam week as selected by the Vice President for Student Services. Board Contract Dining Program students shall be able to participate in the Midnight Breakfast at no additional cost and shall not be required to use one of their weekly meal entitlements.
  - Study break refreshments shall be provided by the Contractor during one time period during final exam week of each academic semester as selected by the Vice President for Student Services. Refreshments shall consist of items such as donuts, cookies, rolls and various beverages.

### **Minimum Menu Specifications**

The following minimum menu selection specifications will be the standard for each meal served as part of the Board Contract Dining Program. The Contractor is encouraged to exceed these minimums wherever possible.

#### **Breakfast -- Monday through Friday**

Juice

Seven (7) juices, one of which will be pure orange juice.

Fruits	One (1) canned and three (3) fresh fruits. Fresh fruit shall not be cut.
Entrees	Two (2) kinds of eggs must be offered daily, one of which will be scrambled. Fresh eggs are highly desired; 2 eggs or 3 ounces shall be the minimum serving size.  One (1) supplementary entree such as pancakes, French toast, waffles, etc. Minimum serving size shall be two pieces of French toast, two pancakes, or two waffles.
Meat	One (1) breakfast meat must be offered daily. Minimum serving size shall be two pieces of bacon, two sausage links, one sausage patty or one slice of grilled ham.
Potatoes	Hash brown potatoes shall be served daily.
Toast/Bread	White, wheat, rye and other breads must be available daily; bagels and English muffins; toaster waffles.
Rolls/Donuts/Pastries	Two (2) varieties, one of which must be fresh donuts.
Cold Cereal	Twelve (12) varieties. Food service committee shall be consulted about the selections.
Hot Cereal	One (1) to be served daily from November 1 through April 1. Individual portion packages of instant hot cereals may be used to meet this requirement.
Yogurt Bar	Two (2) yogurts and six (6) toppings
Beverages	Eighteen (18) assorted beverages, in addition to juices, each day including: fresh brewed coffee (regular and decaffeinated), tea (hot and iced), hot chocolate, milk (2%, skim and chocolate), non-carbonated drinks (2 varieties) and carbonated drinks (8 varieties).
Condiments	Served at toaster station or condiment station, to include but not be limited to margarine, jams, jellies, honey, syrups, sugar, coffee cream, salt, pepper, peanut butter, catsup.

Continental Breakfast -- Sunday through Friday

Juice	Seven (7) juices, one of which will be pure orange juice.
Fruits	One (1) canned and three (3) fresh fruits. Fresh fruit shall not be cut.
Toast/Bread	White, wheat, rye and other breads must be available daily; bagels and English muffins; toaster waffles.
Rolls/Donuts/Pastries	Two (2) varieties, one of which must be fresh donuts.
Cold Cereal	Twelve (12) varieties. Food service committee shall be consulted

about the selections.

Hot Cereal	Individual portion packages of instant hot cereals to be served daily from November 1 through April 1.
Yogurt Bar	Two (2) yogurts and six (6) toppings
Beverages	Same as breakfast
Condiments	Same as breakfast

Lunch -- Sunday through Friday

Soups	Two (2) hot soups with crackers
Salads	Full self-serve salad bar including a minimum of the following: one (1) salad greens; one (1) gelatin salad; one (1) cottage cheese; two (2) specialty salads; one (1) starch; one (1) relish assortment; six (6) salad dressings, including 2 reduced fat; eighteen (18) toppings.
Entrees	Three (3) hot entrees daily, including up to two (2) hot sandwiches and one (1) meat extender dish, plus char-broiled hamburgers and hot dogs.
Potato/Starch	Three (3) including choice of two (2) chips and French fries.
Vegetables	Two (2) hot vegetables varied to complement the main entree.
Deli Sandwich Bar	Eight (8) varieties of sliced meats including at least three (3) "premium" (non-processed) meats; four (4) varieties of cheeses; three (3) varieties of salads/spreads; five (5) varieties of bread including rolls; condiments including lettuce, tomato, onion, pickles, mustard, horseradish, salad dressing and the like.
Toast/Bread	White, wheat, rye and other breads must be available daily; bagels and English muffins; toaster waffles.
Cold Cereal	Twelve (12) varieties. Food service committee shall be consulted about the selections.
Yogurt Bar	Two (2) yogurts and six (6) toppings
Desserts	Seven (7) varieties to include one (1) baked item, one (1) pudding, two (2) fresh or canned fruit, one (1) gelatin, two (2) flavors soft-serve ice milk with cones.
Juice	Seven (7) juices, one of which will be pure orange juice.
Beverages	Eighteen (18) assorted beverages, in addition to juices, each day including: fresh brewed coffee (regular and decaffeinated), tea (hot and iced), hot chocolate, milk (2%, skim and chocolate), non-carbonated drinks (2 varieties) and carbonated drinks (8 varieties).
Condiments	Served at toaster station or condiment station, to include but not be

limited to margarine, jams, jellies, honey, syrups, sugar, coffee cream, salt, pepper, peanut butter, catsup, mustard, pickles, tomato slices, shredded lettuce, pickle relish, mayonnaise.

Evening Dinner -- Monday through Saturday

Soups	Two (2) hot soups with crackers
Salads	Full self-serve salad bar including a minimum of the following: one (1) salad greens; one (1) gelatin salad; one (1) cottage cheese; two (2) specialty salads; one (1) starch; one (1) relish assortment; six (6) salad dressings, including 2 reduced fat; eighteen (18) toppings.
Entrees	Three (3) hot entrees daily, including one solid meat, one hot sandwich and one (1) meat extender dish, plus char-broiled hamburgers and hot dogs. (Note: When steak or other premium entree is served, at least one other entree must be available with unlimited portions.)
Specialty Entree	One specialty entree, such as pasta bar, baked potato bar, taco/burrito bar, pizza, fancy hamburger toppings and the like.
Potato/Starch	Four (4) including choice of two (2) chips, French fries and one to complement the entree.
Vegetables	Two (2) hot vegetables varied to complement the main entree.
Deli Sandwich Bar	Eight (8) varieties of sliced meats including at least three (3) "premium" (non-processed) meats; four (4) varieties of cheeses; three (3) varieties of salads/spreads; five (5) varieties of bread including rolls; condiments including lettuce, tomato, onion, pickles, mustard, horseradish, salad dressing and the like.
Toast/Bread	White, wheat, rye and other breads must be available daily; bagels and English muffins; toaster waffles.
Cold Cereal	Twelve (12) varieties. Food service committee shall be consulted about the selections.
Yogurt Bar	Two (2) yogurts and six (6) toppings
Desserts	Seven (7) varieties to include one (1) baked item, one (1) pudding, two (2) fresh or canned fruit, one (1) gelatin, two (2) flavors soft-serve ice milk with cones.
Juice	Seven (7) juices, one of which will be pure orange juice.
Beverages	Eighteen (18) assorted beverages, in addition to juices, each day including: fresh brewed coffee (regular and decaffeinated), tea (hot and iced), hot chocolate, milk (2%, skim and chocolate), non-carbonated drinks (2 varieties) and carbonated drinks (8 varieties).
Condiments	Served at toaster station or condiment station, to include but not be

limited to margarine, jams, jellies, honey, syrups, sugar, coffee cream, salt, pepper, peanut butter, catsup, mustard, pickles, tomato slices, shredded lettuce, pickle relish, mayonnaise.

Brunch -- Saturday

Juice	Seven (7) juices, one of which will be pure orange juice.
Soups	Two (2) hot soups with crackers
Salads	Full self-serve salad bar including a minimum of the following: one (1) salad greens; one (1) gelatin salad; one (1) cottage cheese; two (2) specialty salads; one (1) starch; one (1) relish assortment; six (6) salad dressings, including 2 reduced fat; eighteen (18) toppings.
Entrees	One (1) type of eggs; one (1) breakfast meat (such as bacon, sausage or ham); one (1) meatless item such as pancakes, French toast or waffles; and one (1) hot sandwich item plus char-broiled hamburgers and hot dogs.
Potato/Starch	Four (4) including choice of two (2) chips, French fries and one to complement the entree.
Vegetables	Two (2) hot vegetables varied to complement the main entree.
Deli Sandwich Bar	Eight (8) varieties of sliced meats including at least three (3) "premium" (non-processed) meats; four (4) varieties of cheeses; three (3) varieties of salads/spreads; five (5) varieties of bread including rolls; condiments including lettuce, tomato, onion, pickles, mustard, horseradish, salad dressing and the like.
Toast/Bread	White, wheat, rye and other breads must be available daily; bagels and English muffins; toaster waffles.
Rolls/Donuts/Pastries	Two (2) varieties, one of which must be fresh donuts.
Cold Cereal	Twelve (12) varieties. Food service committee shall be consulted about the selections.
Yogurt Bar	Two (2) yogurts and six (6) toppings
Desserts	Seven (7) varieties to include one (1) baked item, one (1) pudding, two (2) fresh or canned fruit, one (1) gelatin, two (2) flavors soft-serve ice milk with cones.
Juice	Seven (7) juices, one of which will be pure orange juice.
Beverages	Eighteen (18) assorted beverages, in addition to juices, each day including: fresh brewed coffee (regular and decaffeinated), tea (hot and iced), hot chocolate, milk (2%, skim and chocolate), non-carbonated drinks (2 varieties) and carbonated drinks (8 varieties).
Condiments	Served at toaster station or condiment station, to include but not be

limited to margarine, jams, jellies, honey, syrups, sugar, coffee cream, salt, pepper, peanut butter, catsup, mustard, pickles, tomato slices, shredded lettuce, pickle relish, mayonnaise.



## **COLLEGE FOOD COURT -- CASH OPERATION**

The Contractor shall provide an ala carte cash operation in the College's Food Court. The service shall promote a variety of hot and cold foods, beverages, snack items and other food items necessary to meet the needs of commuting students, faculty and staff as well as to complement the Board Contract Dining Program for resident students.

The Food Court is located in the lower level of the Student Center building. It has a dining area seating capacity of approximately 330. A copy of the floor plan for the facility is available online at [http://www.wsc.edu/student\\_center/building\\_tour/lower\\_level/](http://www.wsc.edu/student_center/building_tour/lower_level/).

The renovated Food Court has allowed for greater flexibility in the type of service provided from that facility. The following specifications, then, are guidelines which constitute minimum levels of service. Bidder imagination and creativity in presenting concepts for both interim and continuing cash operations in the available facilities will be carefully considered during the evaluation of proposals.

### **Declining Balance Accounts**

The Contractor shall also provide for a system where money can be placed on cards and used as a declining balance in the College Food Court.

### **Menu**

The menu shall be approved by the College at the beginning of each semester. Bidders shall present menus and concepts which they believe are appropriate for the renovated Food Court. At a minimum, the menu for the Food Court shall include the following items. Minimum portion standards as specified earlier in these specifications shall apply to the Food Court menu.

- soups
- full self-service salad bar
- breads and rolls
- a hot entree
- a specialty entree
- made-to-order deli sandwiches
- grill items
- pizza -- by the slice and/or whole pies
- dessert items
- fresh fruit
- yogurts
- grab-and-go sandwiches and salads
- packaged snack items
- a variety of beverages -- dispensed and packaged

**Food Court Prices**

Bidders shall provide proposed pricing for the menus and concepts suggested for the Food Court. Actual prices to be charged shall be established in writing through mutual agreement between the College and the Contractor. Prices may be adjusted at any time by written agreement between the College and the Contractor. Where differences in price positions exist between the College and the Contractor, the College shall make the final decision.

**Pricing Strategy**

The Contractor shall develop a pricing strategy plan which provides a good price/value relationship for customers and shall eliminate or change products which are perceived as low in value. The Contractor shall make every reasonable effort to provide price and portion options that meet the budget limitations of Food Court customers by the offering of good quality, affordable menu options.

**Hours of Service**

The Food Court shall be open no less than the following times during the regular academic year.

<u>Food Court Hours of Operation</u>	
Monday through Thursday	7:15 a.m. to 9:00 p.m.
Friday	7:15 a.m. to 4:00 p.m.
Saturday	CLOSED
Sunday	5:00 p.m. to 9:00 p.m.

Summer hours and hours during periods when students are not on campus shall be determined by the College in consultation with the Contractor.

Selections at the Food Court may be more limited after 4:00 p.m. at the mutual agreement of the College and the Contractor.

**Food Court Operations Standards**

The Contractor is responsible for the cleanliness of the Food Court service and dining areas during business hours. While students are expected to bus their tables when they have finished eating, the Contractor shall provide busing service as necessary to assure that the area is kept neat and clean during all serving periods.

**Board Contract Meal Transfer**

As mentioned in the section of this RFP on the Board Contract Dining Program, bidders must provide transferability from board plans to the Food Court at specified times and rates.

### **Other General Operations**

1. Provide information regarding any corporate “branded” concepts or franchise concepts being proposed. For franchise concepts, state what, if any, contractual or franchise commitments would be required and the resultant financial impact such commitments would have on dining services operations.
2. Discuss Contractor’s experience with branded concepts. Midwest branded concepts shall be evaluated favorably.
3. Detail the effect brand name concepts have on the satisfaction of board plan participants, cash sales, and service expectations of College constituencies.

## **SUMMER FOOD SERVICE**

The College operates a summer session in which both undergraduate and graduate classes are offered. In addition, there are numerous camps, conferences and other special activities. While no Board Contract Dining Program is offered in the summer, the food service contractor is required to operate the Food Court or make available casual meals in the Dining Room; and to provide service comparable to the Board Contract Dining Program service for camps and conferences as requested. Catering/special event services shall also continue throughout the summer.

### **Summer Conference Services and Rates**

Menus and service for summer conferences, workshops, camps and clinics shall conform to the requirements of the Board Contract Dining Program for the regular academic year unless specific exceptions are requested by the organizers of the activity. Conferences, workshops, camps and clinics as approved by the President or the food service liaison of the College shall be charged for food service at the per-meal rate established for the 5-meal-per-week board contract plan for service comparable to that provided under the board contract plan. For all other summer conferences, the established casual meal prices shall apply. In instances where food service in excess of that comparable to the Board Contract Dining Program is requested, established catering prices shall apply or special prices may be negotiated by the event organizers and the Contractor.

### **Food Court Operation**

The Food Court shall operate throughout the summer when classes are in session and shall offer a menu selection comparable to that offered during the regular academic term. Or, through mutual agreement, meals may be provided on a cash basis through the upstairs Dining Room. Hours of operation shall be determined by mutual agreement between the College and the Contractor.

## **CATERING/SPECIAL EVENTS**

The Contractor shall provide food service at special events and functions including but not limited to teas, social functions, receptions, picnics, luncheons, or dinners held at the College. While most functions will be held in on-campus facilities, there may be limited instances in which catering will be required off-campus. The Contractor will be requested to provide such off-campus service where practical and feasible. Hours of service, menu options and prices are to be negotiated between the sponsoring group and the Contractor. Contractor will be responsible for billing for all catering services provided, including to College organizations.

The Contractor shall have the exclusive right and obligation during the contract term to provide catering service within all campus facilities.

The Contractor may provide catering services to persons or groups outside of the College. Contractor will notify the Vice President for Student Services of its non-college commitments. The College shall have the right to request Contractor cease service to persons or groups outside WSC in the event such activities negatively affect the on-campus community.

### **Special Event Facilities and Scheduling**

All facilities used for catering and special events are scheduled through the Office of the President, the Student Center Office, or the Athletic Department. Food service requirements shall be coordinated through the Contractor's unit director or catering manager. The College shall control the space commitment and scheduling of authorized institution-catered events. The Contractor shall consult on and coordinate the menu and details of services required, and shall advise on effective program arrangements with the individual, department or group requesting catering services.

### **Menus and Prices**

Complete catering menus and prices shall be determined jointly by the College and the Contractor. The Contractor shall develop a pricing strategy plan which provides a good price/value relationship for customers and shall eliminate or change products which are perceived as low in value. The Contractor shall make every reasonable effort to provide price and portion options that meet the budget limitations of catering customers by the offering of good quality, affordable menu options.

Approved menu options and prices shall be presented in a catering manual produced at the Contractor's expense. Color photographs of various food presentations produced by the Contractor at the College shall be developed, collected and maintained at the Contractor's expense to assist prospective catering clients in determining menus. Any additions, deletions or changes in services, menus or prices require the written approval of the College.

Provide a catering plan for functions, including but not limited to, meetings, conferences, club events, receptions, banquets, and parties. The catering program should reflect the diverse needs of the College's students, faculty, and staff in its service menu. The College desires a three-tiered catering program, with pricing and service levels appropriate for Value-Student Organization Service, Standard Service, and Premium Service. Bidders are encouraged to be creative in demonstrating an ability to meet the diverse needs of a campus community.

Detail the process used to receive, affirm, and confirm catering orders. Written quotations, and where available access to an online ordering system to facilitate process understanding is encouraged. This process should identify a measurable way to affirm customer satisfaction.

Catered functions (Standard and Premium Service levels) should be of the highest professional standards, featuring quality service and appropriate ambiance. Indicate systems that assure that events receive quality food, optimum service in a timely manner.

Detail typical staffing levels per customer for seated service lunch and dinner functions, receptions, and buffet service.

Provide sample brochure/marketing pieces which will be used to promote catering services.

### **Alcoholic Beverages**

It is the current policy of the College not to allow the serving of alcoholic beverages at any functions taking place on the College campus, except as provided by State College Board of Trustees policies. Alcoholic beverages may be served at events held at off-campus facilities in accordance with State law and regulations. When alcoholic beverages are served, it shall be the responsibility of the Contractor to make proper identification of persons eligible to purchase or consume such beverages, including proof of age where deemed necessary. The right to refuse service to any individual is reserved to the Contractor and the College.

### **Billing**

The Contractor shall be responsible for all billing for catered events and shall handle the collection of all accounts. Billing and collection procedures shall be approved by the College at the start of this contract. All catering cash receipts and accompanying verification cash reports shall be the responsibility of the Contractor.

## **ATHLETIC EVENTS CONCESSIONS**

### **Events to Be Served**

The College participates in athletic competition at the NCAA Division II level. Major events on the schedule each year include football games, and men's and women's basketball games. In addition, the College fields volleyball, softball, baseball, soccer, golf, and track and field teams. Several high school football games and track meets and a high school basketball tournament also generally occur. The Contractor shall provide concessions at all events except as may be exempted by the Vice President and Dean of Students.

Attendance at football games typically ranges from 2,000 to 2,500. Special games may draw substantially larger crowds. Men's basketball games typically draw between 800 and 1,000 spectators. Attendance at other events is more limited.

### **Type of Service**

The food service contractor is required to provide concession service at all athletic events. The type of service and the items offered for sale may vary in accordance with the nature of the event and the anticipated attendance and will be determined by mutual agreement of the Vice President for Student Services and the Contractor. Permanent concession stands are available at Memorial Stadium for football games and track meets and at Rice Auditorium for basketball and volleyball games. Equipment for concession operations at baseball and softball games must be provided by the Contractor.

## **MARKETING SERVICES OFFERED**

Discuss with specificity Bidder's plan for marketing the various venues and meal plans of dining services operations, including catering.

Detail any plans to assist in the recruitment and retention of board plan participants.

Detail any plans to identify and market to members of the College community who currently do not use college dining services.

Describe how each potential market segment (such as residential students, full-time and part-time non residential students, graduate students, faculty, staff, and visitors) would be reached.

Contractor shall develop and maintain a WSC-specific website related to the marketing and promotion of dining services, which is attractive, robust and user-friendly. Detail how this website will be utilized to achieve marketing objectives, Contractors' commitment to delivering innovative content, and frequency with which proposed website will be updated.

Outline the potential that each marketing tool has to increase business.

Provide sample marketing materials which will be utilized to further the visibility and image of dining services.

Describe how, with assistance from the College, a continuous effort shall be made to initiate ideas for varied methods of food service merchandising, public relations, promotion, and menu presentations in all operations to increase usage, improve service and maximize revenues.

Detail how, with assistance from the College's exclusive partners (currently Pepsi-Cola of Siouxland and Follett Higher Education Group), a special effort shall be made to initiate cross-promotions or marketing efforts to increase sales and add additional value to the College community.

Detail Bidder's willingness to offer a discount when Cat Cash (declining balance) is used to make an approved purchase at any dining services location. Bidder shall also detail its willingness to promote the discount or to promote Cat Cash.

Contractor shall through the use of surveys or other means deemed mutually acceptable, conduct a continuing program of inquiry into student needs and attitudes toward dining services and shall be responsive to students' reasonable requests.

Bidder shall comment on the validity of customer loyalty programs on college campuses and indicate any customer loyalty programs which it may utilize at WSC.



### **QUALITY ASSURANCE PLAN**

Provide a statement of the Bidder's service approach and describe the unique benefits the College will derive from a relationship with the Bidder.

1. Outline the process by which food quality will be addressed for all meals served anywhere on campus.
2. Demonstrate Bidder's internal quality assurance program, including samples of any inspection/quality audit forms used as part of any district/regional/corporate visitations.
3. Describe procedures for customer complaints including what will be done to assure that the same problems are not repeated.
4. Describe a plan for ongoing as well as periodic customer service monitoring.
5. Describe any forecasting, merchandising, production and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification and deletion of unpopular items and similar items.
6. Describe the training and supervision process that will be implemented and sustained to assure the College that proper food handling, holding, transport, and service standards are in place and consistently utilized.
7. Describe the ways Bidder will meet performance standards for serving and checkout times.

**ATTACHMENT A**

**WAYNE STATE COLLEGE  
ENROLLMENT HISTORY**

<u>On- and Off-Campus</u>	<u>Fall Term</u>		<u>Spring Term</u>	
	<u>Headcount</u>	<u>FTE</u>	<u>Headcount</u>	<u>FTE</u>
2006-07	3,415	2,868	3,263	2,693
2007-08	3,530	2,965	3,361	2,751
2008-09	3,584	2,983	3,290	2,755
2009-10	3,642	3,052	3,353	2,841
2010-11	3,571	3,022	3,301	2,768
2011-12	3,517	2,978	n/a	n/a

<u>On Campus Only</u>	<u>Fall Term</u>	<u>Spring Term</u>
	<u>Headcount</u>	<u>Headcount</u>
2006-07	2,857	2,626
2007-08	2,898	2,678
2008-09	2,944	2,646
2009-10	3,041	2,807
2010-11	2,992	2,702
2011-12	3,006	n/a

**RESIDENCE HALL OCCUPANCY**

<u>All Residence Halls</u>	<u>Fall Term</u>
2006-07	1,254
2007-08	1,344
2008-09	1,346
2009-10	1,348
2010-11	1,376
2011-12	1,380

**BOARD CONTRACT DINING PROGRAM ENROLLMENT**

<u>All Meal Plan Options</u>	<u>Fall Term</u>	<u>Spring Term</u>
2006-07	1,389	1,198
2007-08	1,520	1,283
2008-09	1,558	1,320
2009-10	1,560	1,342
2010-11	1,587	1,370
2011-12	1,619	n/a

**ATTACHMENT C**

Wayne State College  
Office of Records & Registration  
**ACADEMIC CALENDAR 2011-2012**  
4/8/2011

**Fall Semester 2011-12**

August 2011	17	W	Application deadline for Residency changes for Fall 2011 tuition purposes
	18	R	New faculty/staff orientation
	19	F	Opening faculty & dept/school meetings
	19	F	Residence halls open @ 9:00am for new freshman attending orientation
	19-21	F-Sun	New Student Orientation
	21	Sun	Residence halls open at noon for all other students
	22	M	Classes begin @ 8:00am
	28	Sun	Last day for late enrollment or drop/add through WildcatsOnline; no tuition adjustment after midnight
	29	M	Effective today classes dropped through WildcatsOnline will be graded "W"-no refund
	29	M	Tuition & fees due
September	2	F	Refund checks available to students
	5	M	Labor Day holiday
	9	F	Administrative Withdrawals processed for non-payment of tuition/fees
	23	F	Last day to select S-NC or audit
	23	F	Assessment Workshop; no classes
	30	F	Deadline for clearing December graduates (incompletes, substitutions, waivers, etc.)
October	30	F	Incomplete grades due from Spring and Summer 2011
	6-8	R-Sat	Homecoming Activities
	14	F	Transfer students' acceptance deadline to qualify for Spring 2012 early registration
	14	F	Mid-term low grades due
	17-18	M-T	Mid-term break
November	20	R	Mid-term low grades mailed
	7	M	Last day for class withdrawal ( <u>no</u> fee adjustment)
	14	M	Course registration for Spring 2012 begins @ 7:30am
	23-25	W-F	Fall break (Thanksgiving week)-no 11/22 Tuesday night classes
December	2	F	Last day for official withdrawal from school
	6-12	T-M	Study week
	13-16	T-F	Final exams
	16	F	Commencement @ 2:00pm
	20	T	Grades due @ noon

**Spring Semester 2011-12**

January 2012	4	W	Application deadline for Residency changes for Spring 2012 tuition purposes
	8	Sun	Residence halls open at noon
	9	M	Classes begin @ 8:00am
	15	Sun	Last day for late enrollment or drop/add through WildcatsOnline; no tuition adjustment after midnight
	16	M	Effective today classes dropped through WildcatsOnline will be graded "W"- no refund
	16	M	Tuition & fees due
	16	M	Martin Luther King, Jr. Day (classes <u>will</u> be held)
	20	F	Refund checks available to students
	27	F	Administrative Withdrawals processed for non-payment of tuition/fees

### ACADEMIC CALENDAR 2011-2012 (Continued)

February	10	F	Last day to select S-NC or audit
	17	F	Incomplete grades due from Fall 2011
	17	F	Deadline for clearing May/Aug. graduates (incompletes, substitutions, waivers, etc.)
	27	M	Summer course registration begins @ 7:30am
March	5 - 9	M-F	Mid-term break
	13	T	Mid-term low grades due
	15	R	Transfer students' acceptance deadline to qualify for Fall 2012 early registration
	16	F	Mid-term low grades mailed
	16	F	Assessment Workshop; no classes after 12:00 noon
	28	W	Last day for class withdrawal ( <u>no</u> fee adjustment)
April	9	M	Spring break
	10	T	Course registration for Fall 2012 begins @ 7:30am
	20	F	Last day for official withdrawal from school
	24-30	T-M	Study week
May	1-4	T-F	Final exam week
	5	Sat	Commencements-Graduate 9:30am, Undergraduate 2pm
	9	W	Grades due

### SUMMER TERM 2011-12

#### Three-Week Session 2012 (May 7-25)

May	7	M	Classes begin
	8	T	Last day to register or drop/add through midnight in WildcatsOnline
	8	T	Tuition & fees due
	9	W	Last day to select S-NC or audit
	23	W	Last day for official withdrawal from classes ending 5/25
	25	F	Final class periods
	28	M	Memorial Day holiday
	30	W	Grades due for Three-Week Session

#### Eight-Week Session 2012 (May 7-July 5)

May	7	M	Classes begin
	8	T	Last day to register or drop/add through midnight in WildcatsOnline
	8	T	Tuition & fees due
	14	M	Last day to select S-NC or audit
	28	M	Memorial Day holiday
July	2	M	Last day for official withdrawal from classes ending 7/5
	4	W	4 <sup>th</sup> of July holiday
	5	R	Final class periods
	10	T	Grades due for Eight-Week Session

#### First Five-Week Session 2012 (June 4-July 5)

June	4	M	Classes begin
	5	T	Last day to register or drop/add through midnight in WildcatsOnline
	5	T	Tuition & fees due
	7	R	Last day to select S-NC or audit

ACADEMIC CALENDAR 2011-2012 (Continued)

July	2	M	Last day for official withdrawal from classes ending 7/5
	4	W	4 <sup>th</sup> of July holiday
	5	R	Final class periods
	10	T	Grades due for 1st Five-Week Session

**Second Five-Week Session 2012 (July 9-August 8)**

July	9	M	Classes begin
	10	T	Last day to register or drop/add through midnight in WildcatsOnline
	10	T	Tuition & fees due
	12	R	Last day to select S-NC or audit
August	6	M	Last day for official withdrawal from classes ending 8/8
	8	W	Final class periods
	10	F	Grades due for 2nd Five-Week Session

**Regular 13-Week Session 2012 (May 7-August 8)**

May	7	M	Classes begin
	8	T	Last day to register or drop/add through midnight in WildcatsOnline
	8	T	Tuition & fees due
	14	M	Last day to select S-NC or audit
	28	M	Memorial Day holiday
July	4	W	4 <sup>th</sup> of July holiday
August	6	M	Last day for official withdrawal from classes ending 8/8
	8	W	Final class periods
	10	F	Grades due for Regular 13-Week Session

(Diploma Graduation Date for the Summer Term is August 9, 2012 – no August ceremony)

**ATTACHMENT D**

**WAYNE STATE COLLEGE  
FOOD SERVICE SALES HISTORY**

	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Board	1,801,817	2,094,992	2,276,943	2,373,607
Casual	36,054	33,512	41,563	42,986
Catering/Conference	173,809	91,530	175,055	187,262
Food Court	121,062	132,460	129,985	124,318
Coffee Shop	54,648	57,352	59,525	58,604
Total	2,187,390	2,409,846	2,684,071	2,786,777

## ATTACHMENT E

### WAYNE STATE COLLEGE CAMPUS FOOD SERVICE OPERATIONS PROPOSAL BID FORM

Name of Bidder (Firm): \_\_\_\_\_

Acknowledgement of Addendums Number \_\_\_\_ through \_\_\_\_\_

#### 1. **General**

- A. Sealed bid proposals for the Campus Food Service Operations at Wayne State College will be received at the Office of the Vice President for Administration and Finance, US Conn Library, Room 010, Wayne State College, Wayne NE 68787, until 4:00 p.m. CST on Wednesday, March 7, 2012, at which time and place the proposals shall be opened.
- B. Bids are to be based upon the Request for Proposals for campus food service operations issued by Wayne State College on January 31, 2012, and must be valid for sixty (60) days after the bid opening. Bids must be made on the Proposal Bid Form.
- C. Each bidder is required to submit with their bid either a Performance Bond, or a certified check in lieu thereof, payable to Wayne State College in the amount of 10% of the Performance Bond.
- D. The College reserves the right to reject any or all proposals, to accept other than the low bid, to negotiate with one or more bidders on the basis of their initial proposal, and to waive informalities or technicalities in the bidding and evaluation process.

#### 2. **Base Bids as Per Specifications**

All bid prices shall be stated in numbers and words. Where a discrepancy occurs, the bid in words shall prevail.

##### A. **Board Contract Dining Program Rates**

Proposed rates for the Board Contract Dining Program shall be on a per meal basis per student enrolled in the indicated plan.

## ATTACHMENT E

### Traditional Plan plus Flex Dollars

1. Nineteen (19) Meal Plan/7 Days + \$50 flex dollars

Price Per Meal: \$\_\_\_\_\_ in words: \_\_\_\_\_

Price Per Week: \$\_\_\_\_\_ in words: \_\_\_\_\_

2. Fifteen (15) Meal Plan/7 Days + \$85 flex dollars

Price Per Meal: \$\_\_\_\_\_ in words: \_\_\_\_\_

Price Per Week: \$\_\_\_\_\_ in words: \_\_\_\_\_

3. Ten (10) Meal Plan/7 Days + \$115 flex dollars

Price Per Meal: \$\_\_\_\_\_ in words: \_\_\_\_\_

Price Per Week: \$\_\_\_\_\_ in words: \_\_\_\_\_

4. Five (5) Meal Plan/5 Days

Price Per Meal: \$\_\_\_\_\_ in words: \_\_\_\_\_

Price Per Week: \$\_\_\_\_\_ in words: \_\_\_\_\_

5. Three (3) Meal Plan/15 Days + \$175 flex dollars

Price Per Meal: \$\_\_\_\_\_ in words: \_\_\_\_\_

Price Per Week: \$\_\_\_\_\_ in words: \_\_\_\_\_

#### B. Casual Meal Rates

Breakfast	\$_____	in words: _____
Cont. Brkf.	\$_____	in words: _____
Lunch/Brunch	\$_____	in words: _____
Evening Dinner	\$_____	in words: _____
Special Dinner	\$_____	in words: _____

#### C. Summer Conference Rate

Per Meal Rate      \$\_\_\_\_\_ in words: \_\_\_\_\_



**ATTACHMENT E Continued**

D. Commission Rates

All commissions to the College shall be based on gross receipts less applicable sales tax.

Casual Meals	_____ % in words: _____
Food Court	_____ % in words: _____
Catering	_____ % in words: _____
Concessions	_____ % in words: _____
Coffee Bar/CStore	_____ % in words: _____

Describe any special conditions or exceptions to the above proposed commission rates:

## ATTACHMENT E Continued

3. Annual Rate Review

Describe the proposed method to be used to review Board Contract Program rates and other prices should the bidder propose adjustments to such rates during the term of the contract. Indicate the maximum year-to-year increase, if any, which the bidder proposes.

4. Administrative Assessment

Indicate any amount which the bidder proposes to retain for administrative and other support provided by the Contractor which is not a direct expense of the unit's operation. Be specific in stating the percentage to be retained and the basis for applying the percentage.

5. Profit Split

Indicate the level of profit which is planned by the bidder and the methodology, if any, for the split of profits between the College and the bidder beyond the planned level.

6. Facilities Improvement

Indicate the financial commitment that is proposed for facility improvements or toward future renovations. Indicate how such contribution shall be made and the terms and conditions under which it may be amortized and expenses against the unit amount.

## ATTACHMENT E Continued

### 7. Bidder Qualification Information (Required)

The following information must be furnished as part of the bid. Responses should be attached to this bid form. Please make responses brief but sufficient to cover each topic. This section is very important and will be evaluated first to determine the qualification of the bidder to provide the specified services.

- A. Provide the name and address of operating company and the names of all owners of the company or principals of the corporation. Similar information should be provided for the operating company's parent company, if applicable. Provide the name and address of the company contact/liaison to be used for the remainder of the bid process.
- B. Outline the history, duration and extent of experience in the management of comparable food service operations. Include information about mergers, consolidations, re-organizations, changes in ownership or other indications of the stability of the company which are part of its history.
- C. Provide complete operating statements or annual reports for the last two fiscal years of operations. If appropriate, include such statements for the branch or division of the company to which the College operation would be assigned. Annual reports or statements of net worth prepared by an Independent Certified Public Accountant would be helpful.
- D. Provide a list of financial reference of the following types. If such financial and service/supply services are acquired by the bidder on a regional basis, regional references should be provided.
  - a. Name and address of bank references for banks with which the company is currently doing business. Include the name, title and telephone number of a bank officer familiar with the company's account. The company must give the bank approval to release information which the College may request.
  - b. Name and address of principal supplies/service provider references with which the company is currently doing business. Include the name, title and telephone number of a provider's officer familiar with the company's account. The company must give the firm approval to release information which the College may request.
- E. Indicate if the company has ever filed bankruptcy, had receipts garnished or had a lien filed against it in one or more of its accounts. If so, provide a full explanation.
- F. Indicate if the company has been involved in litigation concerning a food service contract account. If so, provide a full explanation.
- G. Indicate if the company will require monetary assistance to operate the College's accountant in accordance with specifications. If so, state the amount of such assistance required and the anticipated source or sources.
- H. Provide the company's organizational chart, listing names and titles of board members, officers and key corporate staff.
- I. Describe the organization of the company's support for the College's account, including corporate and regional support if applicable. Include the name, address and telephone

number of the district, regional or area supervisor which would serve the College's account. Describe the responsibilities of such regional supervisor and list the current account assignments.

- J. Describe any special resources available to the account and regional management team which would support the College's account.
- K. Provide resumes of the typical or proposed management team for an account such as the College's. Discuss corporate training and educational opportunities available to management personnel and what management retention programs, if any, are currently in place.
- L. Provide a list of college or university accounts of comparable complexity where the company currently is providing specified services. The list should include at least six (6) accounts. Where the company serves more than six (6) comparable accounts, those which are most comparable to the College and which are geographically closest should be selected for inclusion. Provide the following minimum information for each account.
  - a. Date the company began operating the account.
  - b. The approximate number of board contract students served.
  - c. Information about other services provided, such as cash sales services, catering, vending or concessions.
  - d. Address and telephone number of a contact person at each account.
- M. Provide a complete list of college or university accounts of comparable complexity where the company has previously provided specified services but which have been "lost" within the past five years. If no lost accounts are considered to be comparable, provide a list of at least five (5) college or university accounts which have been lost in the last five years regardless of their comparability. Such accounts should be chosen based on the date service ceased, with the most recent listed first. Provide the following minimum information for each such lost account.
  - a. Length of time the company operated the account, including beginning and end dates.
  - b. Information about the conditions under which the company ceased to serve the account.
  - c. Address and telephone number of a contact person at each account.
- N. Provide a list of brand name food operations or products with which the company is or has been affiliated and what the affiliation included.
- O. Describe the company's experience with and philosophy in regard to working with a Student Food Service Committee in the operation of a college or university account.
- P. The College may request supplementary information which may be necessary, in the opinion of the College, to assure that the bidder's competence, business organization, experience and financial resources are adequate to successfully perform the specified services.

#### 8. Bidder's Proposed Response to Specifications

- A. Provide a statement of the bidder's philosophy on food service operations at an institution of higher education.
- B. Provide information regarding any corporate "branded" concepts or franchise concepts being proposed.

1. For franchise concepts, state what, if any, contractual or franchise commitments would be required and the resultant financial impact such commitments would have on dining services operations.
  2. Discuss Contractor's experience with branded concepts. Midwest branded concepts shall be evaluated favorably.
  3. Detail the effect brand name concepts have on the satisfaction of board plan participants, cash sales, and service expectations of College constituencies.
  4. Provide a proposed organizational chart, including management and staff, for the unit at the College. If appropriate, include resumes for any specific individuals under consideration for the management structure of the unit.
- C. Indicate the employee benefits which will be provided to food service employees. Distinguish between management and staff, if appropriate.
- D. Describe training programs and schedules for employees, supervisors and managers.
- E. Describe the transition plan which is envisioned if the bidder is awarded the contract. Include an indication of how current food service employees will be dealt with.
- F. Provide sample menus for a four-week rotation period for the Board Contract Dining Program base on the specifications. Include descriptions of special meals, monotony breakers, promotions and other creative features designed to maximize student satisfaction with the program.
- G. Describe the proposed method for accomplishing meal transferability between the Board Contract Dining Program and other dining service operations.
- H. Describe Bidder's proposed plan and process to coordinate its information technology systems with the College's current technology environment.
1. Describe the type of access control system proposed and its compatibility with the College's identification card system.
  2. Describe the Bidder's resources and ability to adapt to technology changes in higher education and upgrade or enhance its information technology system.
- I. Provide an example of the type of food service brochure which the bidder proposed to prepare for the Board Contract Dining Program at the College.
- J. Provide sample menus with prices for the Food Court cash operation. Indicate portion sizes where appropriate.
- L. Provide a catering plan for functions, including but not limited to, meetings, conferences, club events, receptions, banquets, and parties. The catering program should reflect the diverse needs of the College's students, faculty, and staff in its service menu.
1. The College desires a three-tiered catering program, with pricing and service levels appropriate for Value-Student Organization Service, Standard Service, and Premium Service. Include prices for both a "commissionable" rate for service provided to non-College entities and a "non-commissionable" rate for College services.
  2. Detail the process used to receive, affirm, and confirm catering orders. Written quotations, and where available access to an online ordering system to facilitate process understanding is encouraged. This process should identify a measurable way to affirm customer satisfaction.
  3. Catered functions (Standard and Premium Service levels) should be of the highest professional standards, featuring quality service and appropriate

- ambiance. Indicate systems that assure that events receive quality food, optimum service in a timely manner.
4. Detail typical staffing levels per customer for seated service lunch and dinner functions, receptions, and buffet service.
  5. Provide sample brochure/marketing pieces which will be used to promote catering services.
- M. Provide any additional information relative to the proposed program at Wayne state College which will assist the College in understanding and evaluating the bidder's proposal and qualifications for providing the proposed services.
- N. Describe any commitment to and program for sustainability, energy conservation and recycling.
- O. Discuss with specificity Bidder's plan for marketing the various venues and meal plans of dining services operations, including catering.
- P. Describe Bidder's Quality Assurance Plans including processes for evaluating food quality and procedures for responding to customer complaints and monitoring ongoing customer service.
- Q. Discuss with specificity Bidder's plan for marketing the various venues and meal plans of dining services operations, including catering.
- R. Describe Bidder's Quality Assurance Plans including processes for evaluating food quality and procedures for responding to customer complaints and monitoring ongoing customer service.

**PROPOSAL CERTIFICATION**

By submission of the executed signature below, I hereby certify the following:

- That I have read and understand all provisions of this Request for Proposal;
- That this proposal as submitted is in conformance with all provisions as stated in the RFP;
- That my firm can meet the financial and service levels identified; and
- That I have the authority to bind my firm to the provisions of this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Cell

**ATTACHMENT F**

**WAYNE STATE COLLEGE  
CURRENT EMPLOYEE WAGE SCALE**

<u>Position</u>	<u>Low</u>	<u>High</u>
Cook	\$9.25	\$10.75
Food Court Worker	\$8.24	\$11.75
Salad Maker	\$8.24	\$11.75
Baker	\$9.15	\$13.55
Student Worker	\$7.25	\$ 8.50
Utility Worker	\$7.70	\$10.90
Cashier	\$8.69	\$12.60



## ATTACHMENT G

### WAYNE STATE COLLEGE CONTRACT RATE HISTORY

<u>Board Contract</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
19 Meals/7 Days	\$2.354	\$2.488	\$2.61	\$2.69	\$2.76
15 Meals/7 Days	2.839	3.001	3.21	3.31	3.39
10 Meals/7 Days	4.152	4.389	4.69	4.84	4.96
5 Meals/5 Days	5.332	5.636	5.92	6.11	6.26
3 Meals/5 Days	5.466	5.636	5.92	6.11	6.26

#### Casual Meal Rates

Breakfast	\$4.15	\$4.40	\$4.60	\$4.75	\$4.85
Continental Breakfast	3.90	4.10	4.30	4.45	4.55
Lunch/Brunch	5.50	5.80	6.10	6.30	6.45
Evening Dinner	6.10	6.45	6.75	7.00	7.15
Special Dinner	6.95	7.35	7.70	8.00	8.20

<u>Summer Conference Rate</u>	<u>\$5.33</u>	\$5.64	\$5.92	\$6.11	\$6.26
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#### Meal Transfer Rate

Breakfast	n/a	n/a	\$3.25	\$3.40	\$3.40
Lunch	\$4.85	\$5.00	5.25	\$5.50	\$5.50
Dinner	4.85	5.00	5.25	5.50	5.50

**NOTE:** All rates are "per meal"