



REQUEST FOR PROPOSAL (RFP)

RFP Number: 001676
Replaces Contract: 001172
Date Issued: December 1, 2022
Closing Date: February 1, 2023 at 2:00 PM (Local Time)
Deadline for questions: January 4, 2023
Procurement Officer: Sean Burke
Telephone: 620-235-4167
E-Mail Address: swburke@pittstate.edu
Web Address: <http://www.pittstate.edu/office/purchasing>

Item: Food Services

Agency: Pittsburg State University (PSU)
Location(s): Pittsburg, KS

Period of Contract: August 1, 2023 through July 30, 2028 with three (3) additional one (1) year renewal(s) by written agreement of the parties.

Guarantee: \$500,000.00 Performance Bond upon notification of Award

Scope: This Contract shall cover the procurement of **Food Services** for Pittsburg State University during the contract period referenced above.

Note: The successful vendor will be required to accept the State of Kansas Business Procurement Card for purchases from this contract.

Pre-Proposal Conference: There will be no pre-proposal conference for this RFP. To request a tour of the facilities vendors should contact the PSU Purchasing Office via email.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request may result in the rejection of a proposal. Inquiries about this Request should indicate the contract number and be directed to the PSU Purchasing Office.

It shall be the vendor's responsibility to monitor the "Bids" website on a regular basis for any changes/addenda.

Questions requesting clarification of the RFP must be submitted electronically to the PSU Purchasing Office prior to January 4, 2023. Impromptu questions may be permitted, and spontaneous unofficial answers provided, however bidders should understand that the only official answer or position of Pittsburg State University will be in writing. Answers to questions will be available in the form of an addendum on the PSU Purchasing website, <http://www.pittstate.edu/office/purchasing/index.html>, then select "Bids".

NOTE: The PSU Purchasing Office is the only point of contact for this RFP.

Pittsburg State University
Purchasing Office
Sean Burke
1701 S. Broadway, Pittsburg, Kansas, 66762
Telephone: 620-235-4167
E-Mail Address: swburke@pittstate.edu or purch@pittstate.edu
Web Address: <http://www.pittstate.edu/office/purchasing/index.html>

Failure to notify the PSU Purchasing Office of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of the University. Any modification to this RFP shall be made in writing by addendum and posted on the PSU Purchasing Office "Bids" page.

Philosophy, goals and objectives of the PSU Food Service Program

PSU is a State, tax-assisted liberal and applied arts institution located in the southeast Kansas community of Pittsburg. The University provides academic programs in business, education, applied technology and arts and science. PSU has experienced periods of stable enrollment and currently is home to approximately 5,900 students. The student body currently includes representatives from approximately 40 foreign nations and all fifty states. The dining service program is not only an integral part of the University; it is frequently the first significant University service with which the general public or the prospective student has contact. It is also one of the more important non-academic services to be utilized by most students who live on campus. The dining service program, therefore, has tremendous potential to either enhance or deface the University image.

The University seeks professional management, which is vitally interested in the special opportunities and challenges inherent in a university dining service operation. The University will exercise its right to continuously monitor the dining service program but wishes to establish a partnership which will minimize the need for University intervention in the process of managing the dining service.

The relationship between the University and the food service management contractor shall be considered a partnership, characterized by openness, cooperation, and mutual support. One of the more significant variables in that relationship is the quality of the dining service management personnel located on the University campus. Management must be professionally seasoned, innovative, vigorous, student development oriented, and imaginative.

The following specifications have been written to provide the contractor with minimum guidelines. A favorable proposal should reflect a balance between the daily board rates, commission figures and the many other options and attractive service features a contractor is willing to provide to Pittsburg State University.

The overall goal is to achieve the best quality program obtainable within the existing and attainable fiscal and physical framework of the University resources. Management which provides such a program reflective of the University's goals will find the University and the City of Pittsburg a warm, stimulating environment within which to work and live.

Although financial success is important, the overall success of the food service program, as judged by the University community, hinges on providing a balance between high quality food, reasonable prices, dependable service, and a flexible, cooperative attitude.

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SIGNATURE SHEET

Item: Food Services

Agency: Pittsburg State University

Closing Date: February 1, 2023, 2:00 p.m.

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation _____

Mailing Address _____

City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Fax _____

E-Mail _____

FEIN Number _____

Signature _____ Date _____

Typed Name of Signature _____ Title _____

In the event the contact for the bidding process is different from above, indicate contact information below.

Contact Name _____

Address _____

City & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Fax _____

E-Mail _____

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Address _____

City & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Fax _____

E-Mail _____

TAX CLEARANCE

Pittsburg State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of vendor's bid or proposal. Tax Clearances may be obtained at the following website:
<http://www.ksrevenue.org/taxclearance.html>.

The **Application for Tax Clearance** (Form CM-20) must be completed online through the State of Kansas Department of Revenue secure website, [here](https://www.kdor.ks.gov/apps/taxclearance/default.aspx). (<https://www.kdor.ks.gov/apps/taxclearance/default.aspx>)

The tax clearance certification must be submitted along with other required documents set forth in this document.

Failure to provide this information may be cause for rejection of vendor's bid or proposal.

CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception the Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, the Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

The contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

Section 1.0 INSTRUCTIONS

- 1.1 **Proposal Reference Number:** The RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Pittsburg State University Purchasing Office reflected on Page 1 of this proposal. There shall be no communication with any other University employee regarding this RFP except with designated University participants in attendance **ONLY DURING:**

Negotiations
Contract Signing
as otherwise specified in this RFP.

Violations of this provision by vendor or Pittsburg State University personnel may result in the rejection of the proposal.

- 1.2 **Negotiated Procurement:** This is a negotiated procurement pursuant to PSU policy. Final evaluation and award is made by the Procurement Negotiation Committee (PNC) or their designees.
- 1.3 **Appearance Before Committee:** Any, all or no vendors may be required to appear before the PNC to explain the vendor's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from vendors as needed. If information is requested, the PNC is not required to request the information of all vendors.

Vendors selected to participate in negotiations may be given an opportunity to submit a revised proposal and/or their revised offer to the PNC. Prior to a specified cut-off time for revised offers, vendors may submit revisions to their technical and financial proposals. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's revised offer.

No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

- 1.4 **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.
- 1.5 **Tax Clearance.** Pittsburg State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of vendor's bid or proposal. Tax Clearances may be obtained at the following website:
<http://www.ksrevenue.org/taxclearance.htm>.
- 1.6 **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The University has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The University reserves the right to reject proposals which contain errors.

All copies of financial proposals shall be submitted separately from the technical proposal. Proposals should be identified clearly as "Technical Proposal" or "Financial Proposal" with the RFP number and closing date. (Separate PDF Documents Are Acceptable)

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee.

Technical proposals shall contain a concise description of vendor's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

- 1.7 **Signature of Proposals:** Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the vendor's tax number.

- 1.8 **Acknowledgment of Addenda:** Only the PSU Purchasing Office shall issue changes to this RFP. Notification of Addenda will be made by email, with addenda available for download from the ID#001676 in the "Bids" section of the PSU Purchasing Website. (<https://www.pittstate.edu/office/purchasing/index.html>) It is the obligation of interested parties to stay informed of all addenda.
- 1.9 **Modification of Proposals:** A vendor may modify a proposal at any time prior to the closing date and time for receipt of proposals.
- 1.10 **Withdrawal of Proposals:** A proposal may be withdrawn by contacting the PSU Purchasing Office prior to the closing date.
- 1.11 **New Vendors:** Vendors who are new to the university will be required to provide a copy of their W-9 form if they are successful in securing a contract.
- 1.12 **Competition:** The purpose of this RFP is to seek competition. The vendor shall advise the PSU Purchasing Office if any specification, language or other requirement inadvertently restricts or limits bidding. Notification must be received by the PSU Purchasing Office no later than five (5) business days prior to the bid closing date. The PSU Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.
- 1.13 **Evaluation of Proposals:** Award shall be made in the best interest of the University as determined by the Procurement Negotiating Committee or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
- Cost. Vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The University reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
 - Adequacy and completeness of proposal
 - Vendor's understanding of the project
 - Compliance with the terms and conditions of the RFP
 - Experience in providing like services
 - Qualified staff
 - Timeline for implementing services
 - Methodology for implementing services
 - Response format as required by this RFP
 - Overall Impression
- 1.14 **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.
- 1.15 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the PSU Purchasing Office.

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to openrecords@pittstate.edu to request an estimate of the cost to reproduce the documents and remit that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

- 1.16 **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of Pittsburg State University. The **Open Records Act** (K.S.A. 45-205 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process and be available for examination by all interested parties. (<https://ag.ks.gov/open-government/kora-faq>) No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Financial Proposals will be retained unopened in the file and not receive consideration or returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page **and** provided separate from the main proposal. Pricing information is not considered proprietary, and the vendor's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered "Proprietary". The PSU Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Pittsburg State University does not guarantee protection of any information which is not submitted as required.

- 1.17 **Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".
- 1.18 **Notice of Award:** An award is made on execution of the written contract by all parties.
- 1.19 **News Releases:** Only Pittsburg State University is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.

Section 2.0 PROPOSAL RESPONSE

- 2.1 **Submission of Proposals: Vendor's proposal shall consist of:**
- One (1) Technical Proposal,
 - One (1) Financial Proposal.

Vendor's proposal must be received prior to 2:00 p.m., Central, on February 1, 2023, addressed as follows:

By Email: (PREFERRED METHOD)

PSU RFP#001676
Purch@pittstate.edu
(PDF DOCUMENTS)

OR By Mail:

**Pittsburg State University
Proposal # 001676, Closing: February 1, 2023
Attn: Purchasing Office
1701 S. Broadway
Pittsburg, KS 66762**

Faxed or telephoned proposals will not be accepted.

Proposals received prior to the closing date shall be kept secured until closing.

It is the vendor's responsibility to ensure proposals are received by the closing date and time. Delay in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late proposal submissions.

Omission, inaccuracy or misstatement may be sufficient cause for rejection of the proposal. The University reserves the right in its sole discretion to reject any and/or all proposals or to withhold the award for any reason it determines, and to waive or decline to waive any informality in any proposals.

2.2 **Proposal Response Format:** Vendors are instructed to prepare their proposals as outlined below:

Technical Proposal Format

Technical proposals should contain a concise description of vendor's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification will not be considered responsive.

The format and sections of the Technical Proposal should conform to the structure outlined below. Each section should be labeled appropriately. Adherence to this format is necessary in order to permit effective evaluation of proposals.

No pricing or cost information should be included in the Technical Proposal. Inclusion of Cost Proposal information in the Technical Proposal could make the proposal non-responsive and lead to its rejection.

In order to assist the University in selecting the best possible contractor to cater to the dining service needs of Pittsburg State University, all Vendors are asked to complete the following information in detail. The information provided in this response section, along with references and visits to accounts currently served by the bidder will greatly assist in the selection and award process.

Section 1. Vendor Information: The vendor must include a narrative of the vendor's corporation and each subcontractor if any. The narrative should include the following:

- a) date established;
- b) ownership (public, partnership, subsidiary, etc.);
- c) number of personnel, full and part-time, assigned to this project by function and job title;
- d) organizational chart for corporate/national structure
- e) most recent financial statement.

Section 2. Qualifications: Only established and qualified firms will be considered. Vendors should provide information demonstrating qualifications. The Vendor should have successfully operated numerous food services for a minimum of five (5) years. The Vendor must provide a reference list of active contracts and include the following information for each. Limit your responses to at least five (5) or no more than ten (10). Provide the information on a separate page.

- a) Name of Institution
- b) Contact Name
- c) Contact Mailing Address
- d) Contact Email
- e) Contact Phone Number
- f) Contact Website Address
- g) Number of Years Serving Each Client
- h) Student Body FTE
- i) Date of Acquisition

Vendors should provide a list of institutions in the region that PSU may visit as a part of the investigation of references.

Section 3. Timeline: Submit a timeline for implementing services.

Section 4. Methodology: Submit a detailed explanation of the methodology for implementing services.

Section 5. Technical Literature: All proposals should include specifications and technical literature sufficient to allow the University to determine that services meet all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the proposal. Proposal responses without sufficient technical documentation may be rejected.

Section 6. Business Procurement Card: Pittsburg State University uses a State of Kansas Business Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the card. **The successful vendor will be required to accept the State of Kansas Business Procurement Card for purchases from this contract.** Bidders should address their acceptance of this requirement.

Section 7. Residence Dining Program:

- a) Describe service programs for open grilling, service islands, branded concepts, etc. you intend to incorporate.
- b) Submit an outline describing the number, portion size, and types of food to be offered at each meal. Include all menu cycles and service concepts you propose to incorporate.
- c) Describe the food quality grade and standards you use for food (i.e. meat, produce, milk, eggs, lettuce, etc.).
- d) Describe how you incorporate nutritional (e.g. heart healthy, low salt, low fat) options into daily menus.
- e) Explain the details of nutrition education/awareness programs and labeling of foods.
- f) Describe your program for sick trays, "to go" meals (hot and cold), and how you approach class/work conflicts.

- g) Describe how you would approach working with the diverse diet expectations of our international student population.
- h) Describe the frequency and nature of your pace changers, "special meals," "fine dining," "theme dinners," "midnight breakfasts," etc. Provide sample menus. Describe how pace changes are communicated/marketed.
- i) Describe the process you utilize to ensure the residential dining program is responsive to student needs and preferences (i.e. sick trays, vegetarian meals, medical related special nutritional needs meals, etc.).
- j) Detail your proposed hours of operation for the Gibson dining facility and any variability in the level of service available throughout the day.
- k) Describe how you will facilitate a "seamless" environment in which students on a residential dining program can access meals at other food service operated on-campus venues. Detail the board program options. Address guest meal policy.
- l) Plan for informing boarders about the nutritional value of menu items.
- m) Include "other dining options" to the present plan. Some of these programs must provide for consumption of meals in nearby areas outside the dining rooms. i.e. picnics, etc. Please include your plan for culturally based dining.
- n) Submit proposal for board plan sliding scale consistent with minimum requirements.
- o) Any other information that might be helpful in assisting the University in evaluating the proposal.
- p) Proposed to-go options for students from Gibson Dining Hall

Section 8. Retail Program / Overman Student Center:

- A. Describe the proposed program for the Overman Student Center dining operation, to include, but not be limited to:
 - 1. Concepts and comprehensive menus with proposed cash prices/portion sizes
 - 2. Brands, (local, national and/or regional) including rationale for recommending the brands
 - a) Potential for continuation of Einstein, Pizza Hut, and We Proudly Serve Starbucks concepts
 - 3. Floor plans/renderings indicating the location of each concept/brand
 - 3. Heart-healthy, low cholesterol, low-fat, and vegetarian/vegetable options
 - 4. Describe your proposed coffee service operation.
 - 5. Describe how you will conduct market research on the campus and in the local area to ensure the Overman Student Center retail program is responsive to campus needs and preferences.
 - 6. Provide a sample calendar and marketing plan for one academic year for the Overman Student Union retail dining program that will be implemented at Pittsburg State University.
 - 7. The plan should focus on increasing participation and include but not be limited to seasonal promotions, coupons, frequent buyer programs, etc.
- B. Detail your proposed hours of dining operation for the Overman Student Center that you believe will maximize student satisfaction and participation, and any variability in the level of service available throughout the week throughout the academic year, during vacation periods, and summer.
- C. Describe and provide information on how you will operate retail food outlets in other campus locations (e.g. Axe Library, KTC, etc). The plan should include concepts, location (s), service levels, offerings and prices.
- D. Sample menus and proposed prices including information on portions, where applicable, for cash sales units such as Gorilla Crossing and the University Club. (Please see cash operation specifications for more detailed information regarding each cash operation).
- E. Please speak to opportunities to keep more retail options open longer hours, more days, etc. Address strategies that, by design, would shift student board diners to have a portion of their meals at retail locations. Having Dining Dollars as a part of a meal plan is a portion of that idea. The goal is to bring the "purchasing power" of the residence hall dining students to the retail setting to provide growth to help fill in lower business traffic hours. This will prop up the retail business and provide students with variety that reduces the routine of eating exclusively in Gibson. PSU would like to leverage the retail sector to perhaps avoid opening Gibson for low volume hours. If retail outlets could serve the "board dining" function during low traffic periods, it means they are also open for others to use and drives traffic into the student center.

Section 9. Catering Program:

- a) Describe your comprehensive catering program, corresponding price selections, service options (e.g. linens) designed to offer everything from small low-cost events to black-tie events.
- b) Describe your menu and presentation ideas and how you will keep catering fresh and creative throughout the life of the contract. Include thoughts on your ability to create international menus in support of our internationalization efforts.
- c) Describe any product branding you will incorporate into your catering program.
- d) Describe any minimum guaranteed requirements for catered services. Specify the percentage and meals prepared.
- e) Describe your discounted catering program and price selections for student organizations.
- f) Catering program proposal including a sample book for catered functions together with prices.

Section 10. Summer Service, Camps and Conferences:

- a) Describe your plans to provide meal service for summer camps and conference programs. Include menu, menu portions, menu cycle, type of service, days of service, times of service, seconds policy, management assignments, and other related areas. This service is typically provided seven days per week during the months of June and July.

- b) Describe your plans to provide meal service for early arrivals, athletics programs, and hall staff. Include menu, menu portions, menu cycle, type of service, days of service, times of service, seconds policy, management assignments, and other related areas. This service is provided through the month of August.

Section 11. Concessions:

- a) Describe how you will operate the concession program for the University Athletic Department.
- b) Describe the additional menu items, portion sizes, and prices for each of the concession areas.
- c) Describe the product brands you will incorporate into the concession areas.
- d) We encourage participation of student organizations, club sports, and athletic teams to provide labor for concession sales as a fundraiser for their organization. Explain how you would incorporate this practice.
- e) Identify any equipment/machines your company would provide to enhance the concession environment of the University.

Section 12. Personnel:

- a) Provide a proposed campus organization chart with line and staff relationships from the director of dining services through assistant managers and/or production supervisors in each dining service unit. Attach a job description detailing duties and responsibilities for each position. Also, enclose or attach an organization chart of all proposed hourly wage personnel (full and part time) which you plan to utilize at Pittsburg State University. Include the number of positions for each unit and estimated hours of employment and job descriptions.
- b) Provide the profiles of at least three dining service directors, two chefs, and five unit managers that would be available to be assigned to the University.
- c) Discuss corporate training/educational opportunities available to your staff as well as your employee retention programs. Describe local employee training programs including orientation, food handling, food preparation, food presentation, sanitation, safety, nutrition, customer service needs, equipment use, diversity training, and any other training programs you intend to implement, along with a timeline.
- d) Provide a division of responsibility for on-campus personnel. Specify the level of authority given to make operational and financial decisions as the campus level.
- e) Describe your plan to have a registered dietician available for coordination of a nutrition awareness program, menu evaluation, observe food production, sanitation methods, and student consultation by appointment.
- f) Describe the qualifications for the person responsible for marketing and how that position fits into the management team. Delineate minimum annual expectations for the marketing program.
- g) Provide an overview of your plan to adequately staff the PSU account. Include all management positions, administrative support positions, and non-management positions for all operations.
- h) Describe plans for staffing special functions and such as those hosted by the President (e.g., President's Society Dinner, Board of Regents and other dignitaries).
- i) Provide an outline of your daily housekeeping and sanitation program.
- j) Describe your student employee program including salary structure and plans for pay increases. Indicate if you have a student manager or internship program you plan to offer to PSU.
- k) A personnel file of the management team that would be placed at the university. This profile must contain the following:
1. Title, job description, qualifications, experience, anticipated salary and benefits for fiscal year 2023-24 of the campus food service director.
 2. Titles, job descriptions, qualifications, experience and salary ranges and benefits for fiscal year 2023-24 for all unit managers and other managerial personnel under the campus food service director. Please indicate the number of all such managers the bidder proposes to place at the University.
 3. An organizational chart reflecting the reporting relationship between the various managerial elements. Include in this chart the food service unit wherein all such managers are assigned.
 4. Information concerning availability of district, regional, and/or corporate level personnel to assist the University.
 5. The management and support staffing patterns to be placed at the University, together with evidence the Contractor is capable of attracting, training and retaining qualified managers.
 6. Prospective or present location and descriptions of regional management for the Pittsburg State University account.

Section 13. Marketing:

- a) Provide a comprehensive marketing plan and budget for University dining. Include a description of strategies for promoting special events, theme meals, involvement/collaboration with other University programs and offices.
- b) Describe the system used to evaluate customer satisfaction and desires and the method used to respond to the feedback collected.
- c) Define your vision for quality customer service. Describe how you incorporate this vision into the residence, retail, catering, and concession operations.
- d) Give us an example of your web site used at other institutions.

Section 14. Technology:

- a) Describe how your technology will interface with PSU's student information system to transfer data.

- b) Explain how and what technology you will use on campus and what technology is available from your company (food delivery, ordering, inventory, point of sale, and other business systems).
- c) Explain technology that will be used to enhance menu development and nutritional information available to customers.
- d) Describe any other innovations you could provide to our campus.

Section 15. Other:

- a) Explain how you approach a commitment to incorporate programs for green initiatives, recycling, organic products, composting of food waste, etc.
- b) Please provide a sample profit and loss statement from another institution that is a foodservice account of similar size and scope to PSU. The report can correspond to the vendors most recent fiscal year (i.e. be some other closing date other than July 30).
- C) Information, in appropriate detail, regarding corporate resources that are available to sustain a growth-oriented quality food service program at the University. Please indicate how these resources might be used to make specific improvements in the food service on this campus.
- D) Provide your company's grievance procedure.
- E) Estimated number of student employees you propose employing as well as documentation of proposed student employee training program.
- F) List clients who have discontinued or terminated services within the past five (5) years, indicating reasons for termination. Provide the following information on a separate page: the firm name, contact person, address, e-mail address and phone number of each referenced organization.

**Cost Proposal Format
(Dining Services Commission, Guarantee, and other Compensation)**

All copies of cost proposals shall be submitted separate from the technical proposal. Proposals shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date. (Separate PDF documents are acceptable.)

The format and sections of the Cost Proposal should conform to the tabbed structure outlined below. All tabs should be labeled appropriately. Adherence to this format is necessary in order to permit effective evaluation of proposals.

In order to assist the University in selecting the best possible Contractor to cater the dining service needs of Pittsburg State University, all Bidders are asked to complete the following information and price quotations in detail. The information provided in this response section, along with references and visits to accounts currently served by the bidder will greatly assist in the selection and award process.

Bidders should be aware that the quotations provided will serve as maximum prices for the first year of the Contract. Any change in price structure in subsequent years of the Contract will be established as part of the price renewal process outlined in this document. The Contractor and the University will mutually agree upon prices of any new or additional items.

The following explains the content that is required in each of the sections of the Cost Proposal.

The Cost Proposal shall be in the following format:

Food Services Base Proposal

- a) Please outline all financial specifications for the following:
 - 1. Student Residential Dining Services
 - 2. Sale price on retail
 - 3. Sale price on summer camps
- b) Outline all financial specifications regarding commissions on the following and include information on how commission proposals interface with any expectations of exclusivity:
 - 1. Cash sales (or any electronic form of cash sales – e.g. dining dollars, banana bucks)
 - 2. Summer Camps and Conferences
 - 3. and off campus catering
- c) Financial equivalencies for any renovation plans.
- d) Specify the minimum annual guarantee and commission percentages.
- e) Specify other compensation.

Pricing Response Form

1. Residential Dining:

TOTAL NUMBER OF BOARDERS

	1000+	950-999	900-949	850-899	800-849	750-799	749-700	699-650	649-600	599-550	549-500
7 DAY											
ANY 14											
ANY 10											

All meal plans, including the \$1,000 dining dollar plan will count for purposes of calculating the number of meal plans in the sliding scale.

2. Non-Boarding Gibson Commission: _____%

3. Casual Meals:

Breakfast \$ _____

Lunch \$ _____

Dinner \$ _____

Brunch \$ _____

4. Dining Dollars/Banana Bucks Commission: _____%

5. Retail Commissions:

Retail _____%

Catering _____%

6. Summer Conference Commission: _____%

7. Concessions Commission: _____%



Section 3.0
TERMS AND
CONDITIONS

3.1 **Term of Contract:** The initial term of this contract is for a five (5) year period from the date of award with the possibility of three (3) additional one (1) year renewal(s) by written agreement of the parties.

3.2 **Contract Documents:** This RFP and any amendments and the response and any amendments of the Contractor shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA-146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- this RFP including any and all addenda; and
- Contractor's written proposal submitted in response to this RFP as finalized.

3.3 **Contract:** The successful vendor will be required to enter into a written contract with the University. The vendor agrees to accept the provisions of form DA-146a (Contractual Provisions Attachment) which is incorporated into all contracts with the University and is attached to this RFP.

3.4 **Contract Formation:** No contract shall be considered to have been entered into by the University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.

3.5 **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

By Email to: Purch@pittstate.edu (PREFERRED METHOD)

OR

By Mail To:

Pittsburg State University
Attn: Purchasing Office
1701 S. Broadway
Pittsburg, KS 66762
RE: Bid number (see page 1)

or to any other persons or addresses as may be designated by notice from one party to the other.

3.6 **Termination for Cause:** The PSU Director of Purchasing may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract; or
- the Contractor provides substandard quality and/or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The PSU Director of Purchasing shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as PSU may authorize in writing), the PSU Director of Purchasing shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

- 3.7 **Termination for Convenience:** The PSU Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, the PSU Director of Purchasing shall determine that the termination is in the best interest of PSU. If the PSU Director of Purchasing elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

- 3.8 **Debarment of University Contractors:** Any vendor who defaults on delivery or does not perform in a satisfactory manner as defined in this RFP may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes.

- 3.9 **Rights and Remedies:** If this contract is terminated, PSU, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to PSU in the manner and to the extent directed, any completed materials. PSU shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by PSU subject to any offset by PSU for actual damages including loss of state or federal matching funds.

The rights and remedies of PSU provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 3.10 **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

- 3.11 **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by PSU shall not constitute a waiver.

- 3.12 **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

- 3.13 **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

- 3.14 **Subcontractors:** The Contractor shall be the sole source of contact for the contract. PSU will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

- 3.15 **Insurance:** The Contractor shall be required to secure and maintain throughout the term of this contract and any renewal thereof, adequate insurance as described below. Such insurance shall include liability assumed by the Contractor under this contract. The University shall be named as an additional insured on all policies. Insurance coverage shall be obtained from companies that are authorized to by the Commissioner of Insurance to do business in Kansas. Notification of any changes in the coverage of the insurance shall be submitted in writing to the PSU Director of Purchasing at least thirty (30) days prior to the change taking effect, and must be approved by the University. Coverage shall include, as a minimum:

- a. **Worker's Compensation** – The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of Kansas, as well as employer's liability coverage with minimum limits of \$500,000, covering all of the Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the Contractor shall require the Subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

- b. Commercial General Liability – General Liability Coverage on a Comprehensive Broad Form in the minimum amount of \$1,000,000 per occurrence limit and \$2,000,000 aggregate limit. (Defense cost shall be in excess of the limit of liability.)
- c. Automobile – Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in connection with the contract at the minimum combined single limit of \$1,000,000.
- d. Appropriate product liability insurance, with limits of not less than \$1,000,000 per occurrence limit and \$2,000,000 aggregate limit included in the general liability.

The Contractor must provide copies of all insurance certificates to the PSU Director of Purchasing prior to the commencement of activity under the contract.

NOTE: The above section in no way precludes the Contractor from carrying such other insurance as the Contractor deems necessary and/or prudent in the operation of the Dining Service facilities or for the benefit of the Contractor's employees.

- 3.16 **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the PSU and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any PSU employee who has participated in the making of this contract until at least two years after his/her termination of employment with PSU.
- 3.17 **Confidentiality:** The Contractor may have access to private or confidential data maintained by PSU to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by PSU promptly at the request of PSU in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by PSU, will destroy or render it unreadable.
- 3.18 **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
- 3.19 **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 3.20 **Hold Harmless:** The Contractor shall indemnify PSU against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

PSU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the PSU's right to recover against third parties for any loss, destruction or damage to State property.

- 3.21 **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse PSU for such property's loss or damage caused by Contractor, normal wear and tear excepted.
- 3.22 **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any PSU employee at any time.
- 3.23 **Retention of Records:** Unless PSU specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of PSU; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to

examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to PSU.

- 3.24 **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to PSU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and PSU relating to the particular products or services purchased or acquired by PSU pursuant to this contract.
- 3.25 **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the University. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
- 3.26 **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the University.
- This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the University.
- 3.27 **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
- 3.28 **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
- 3.29 **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
- 3.30 **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Pittsburg, Crawford County, Kansas, unless otherwise specified and agreed upon by PSU.
- 3.31 **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Crawford County, unless otherwise specified and agreed upon by PSU. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.
- 3.32 **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.
- 3.33 **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
- 3.34 **Criminal Or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
- 3.35 **Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the University's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to PSU any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification or like under the contract.

- 3.36 **Injunctions:** Should PSU be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the University, vendor shall not be entitled to make or assert claim for damage by reason of said delay.
- 3.37 **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
- 3.38 **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of Pittsburg State University said issue is due to imperfection in material, design, workmanship or contractor fault.

- 3.39 **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
- 3.40 **Federal, State and Local Taxes:** Unless otherwise specified, the RFP price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this RFP. **PSU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation.**

The University makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

- 3.41 **Accounts Receivable Set-Off Program:** During the course of this contract if the vendor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the vendor. The vendor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The vendor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

- 3.42 **Indefinite Quantity Contract:** This RFP is for an open-ended contract between a vendor and PSU to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.
- 3.43 **HIPAA Confidentiality:** Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

- 3.44 **Off-Shore Sourcing:** Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the PSU Purchasing Office in writing, indicating the new location and the percentage of work relocated.

- 3.45 **On-Site Inspection:** Failure to adequately inspect the premises shall not relieve the successful vendor from furnishing without additional cost to PSU any materials, equipment, supplies or labor that may be required to carry out the intent of this RFP. Submission of a bid shall be construed as evidence that the vendor has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the vendor's bid.
- 3.46 **Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires Pittsburg State University to pay the full amount due for goods or services on or before the 30th calendar day after the date Pittsburg State University receives such goods or services or the bill for

the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and Pittsburg State University. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the vendor's response.

- 3.47 **Commissions.** Commissions shall be paid to the University at a minimum of quarterly. All items sold are subject to commission as defined in the response forms. Exceptions to the above will be kept to a minimum and should be mutually agreed upon in advance by the primary contacts to the contract.
- 3.48 **Shipping and F.O.B. Point:** Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to PSU's receiving dock or other designated point as specified in this RFP without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
- 3.49 **Charge Back Clause:** If the contractor fails to deliver the product within the delivery time quoted on the contract, PSU reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the contractor.
- 3.50 **Demonstration Requirements:** A demonstration of the selected devices/equipment/solution for PSU may be required before final contract approval. PSU reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to PSU within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if found to be non-compliant with the specifications as set forth in this RFP.
- 3.51 **Subcontractors:** Kansas Statute K.S.A. 75-3741, as amended, requires a Bidder to list and identify the "Major Sub-Contractors" for Mechanical Construction, Plumbing Construction, and/or Electrical Construction included as a part of the Proposed, when a single contract for the "Project as a whole" is to be awarded.
- The State of Kansas requires tax information regarding all subcontractors be disclosed on the Signature Sheet, indicating company name, contact information and tax number. Additional pages may be added, as required. (See Tax Clearances, Page 3)
- 3.52 **Performance Bond:** The University may require the Contractor to provide a Performance Bond prior to the commencement of the work under this agreement. The bond shall be in the amount of five hundred thousand dollars (\$500,000) and shall cover the University for any economic losses including, without limitation, failure to perform the agreed upon terms associated with the contract resulting from this RFP.
- 3.53 **Equipment:** All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.
- 3.54 **Implied Requirements:** All products and services not specifically mentioned in RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included.
- 3.55 **Acceptance:** No contract provision or use of items by PSU shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.
- 3.56 **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by PSU. The Contractor may not release any materials without the written approval of PSU.
- 3.57 **Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by PSU.
- 3.58 **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the RFP for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to PSU.
- 3.59 **Alternate Proposals/Equivalent Items:** Bids on goods and services comparable to those specified herein are invited. Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the university and if not destroyed in the evaluation process, shall be returned at vendor's expense, if requested.

PSU reserves the right to determine and approve or deny "equivalency" in comparison of alternate bids.

- 3.60 **Certification of Materials Submitted:** The response to this RFP, together with the specifications set forth herein and all data submitted by the vendor to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful vendor and PSU. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
- 3.61 **Inspection:** PSU reserves the right to reject, on arrival at destination, any items which do not conform with specification of this RFP.
- 3.62 **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.
- 3.63 **Vendor Contracts:** Include a copy of any contracts, agreements, licenses, warranties, etc. proposed. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)
- 3.64 **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to PSU to allow for a functional transition to another vendor.
- 3.65 **Temporary Suspension:** The University shall not be responsible for any loss to the Contractor due to temporary suspension of operation, regardless of cause. Such suspension(s) may be due but not limited to mechanical failure of equipment, power failure or weather conditions.
- 3.66 **Ordinances, Laws, Regulations, Permits and Licenses:** The Contractor shall comply with all local, University, State and Federal ordinances, laws, and regulations pertaining to operation contemplated herein. It shall be the obligation of the Contractor to apply for, pay for, and obtain all permits and licenses as required by the various agencies. This shall also include cereal malt beverages and the sale and/or dispensing of alcoholic beverages as allowed by policies and procedures established by the University and approved by the Board of Regents.
- 3.67 **Award:** Award will be by line item or group total, whichever is in the best interest of PSU.

SECTION 4.0
Price Adjustments and Honoring of Prices

- 4.1 Pricing and portions shall remain in effect for one year. Price adjustments (board operations, cash operations, catering and conferences, assessments for repair and replacement, and commission rates) may be negotiated each year during the life of the contract and approved/denied by the University. Requests for price adjustments must be justified in writing and received by the University no later than March 1 to become effective August 1 of that same year. Negotiated price increases shall generally not exceed the Consumer Price "Food Away From Home" Index, documentation will be required, and in no case shall exceed five percent (5%).
- 4.2 **Honoring Pre-Negotiated Prices:** The Contractor agrees to honor any commitments made to customers or patrons for the University by any preceding operator of the University Food Service Facilities regarding the price of banquets, refreshments, meals, camps, etc., until the end of the first contracted year. Pittsburg State University will provide a list of all commitments made including the pricing schedule for each event.

SECTION 5.0
Financial Obligations

- 5.1 The financial relationship between the Contractor and the University is described as follows:
- A. The University is responsible for the sale of board plans to eligible students.
- B. The Contractor will utilize and operate an automated access control system, as determined by the University, as part of the administration of its food service program. The Contractor will provide the designated University representatives with data, as defined by the University pertaining to board plans and cash sales. The system will utilize the University ID system.

1. The Contractor will be expected to provide identical and current generation point of sale devices for all Residential Dining and Retail locations as well as a compatible PC's with which to access relevant data and process reports.
 2. The Contractor will have accessible on campus, a backup unit should any of those units in use suddenly fail.
 3. The Contractor will be required to pay the annual licensing and maintenance fees for the food service portion of the automated access control system. This will include both hardware and software.
- C. Cash and catering sales are the responsibility of the Contractor. Commissions are paid to the University based on Contractor records which must reconcile to monthly profit and loss statements and reports requested of and obtained from the Contractor.
- D. Each operating statement by type of service and on a composite basis shall present revenue and expense amounts for the period being reported, and fiscal year-to-date with percentage ratios given for each item and period. Separate accountability for each type of service resulting from this contract shall be required of the Contractor on a monthly basis.
- E. The University's fiscal reporting period is July 1st through June 30th and the Contractor's year to date reports shall correspond with this period.
- F. The following operating statements by type of service shall be required:
- 1) Gibson Dining Hall
 - a) Cash sales
 - b) Declining balance sales (Dining Dollars/Banana Bucks)
 - c) Credit Card Sales
 - d) Bank Debit Card Sales
 - 2) Retail Sales and Catering
 - a) Each unit of retail service shall require separate period financial statements of revenues and expenses.
 - b) Catering Sales shall be reported as separate revenue line items.
- G. On request of the University, the Contractor shall meet with the University and review each operating statement, explain deviations, discuss problems, and mutually agree on a course of action to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.
- H. The Contractor's revenue and expense statements and their contents shall be retained, used, and treated in strict confidence by the University. The Contractor's revenue and expense statements, in total, shall not be provided to third parties without the express prior written approval of the Contractor or as required by law. Required bid submittal and contract related appendix information are subject to public disclosure by the state.
- I. All operating statements shall be accompanied by respective payments and invoices to the University. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements. All records pertaining to the operations of the food service program shall be open for inspection and/or audit by the State and/or Pittsburg State University system.
- J. The Contractor shall keep in a safe place all financial records and statements pertaining to the food service operations at the University for a period of five years from the close of each year's operation.
- K. The University shall be informed by the Contractor of the schedule of the Contractor's audit of the records and operations at the University. The University shall have the option to participate in the Contractor's audits and shall receive full report of these audits.
- L. Inspection and Audit. All books, accounts, reports, files and other records relating to this contract shall be subject at all reasonable times to inspection and audit by the Kansas Board of Regents, Pittsburg State University or the Auditor General of the State of Kansas, or their agents for five (5) years after completion of this contract. Such records shall be produced at Pittsburg State University, or such other location as designated by Pittsburg State University, upon reasonable notice to the contracting party.
- M. Assignment of Anti-Trust Overcharge Claims: The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, Vendor hereby assigns to the State of Kansas any and all claims for such overcharges.
- N. Payment for commissions earned to the University shall be made by the Contractor within fifteen (15) days following the conclusion of each month and shall be accompanied by the appropriate monthly profit and loss statements.

- O. The University will assume no liability for any credit extended to any student, or for any NSF checks collected by the Contractor.
 - P. Sales tax collected from customers shall be deducted from gross receipts. Before computing the State sales tax the customers are advised of the amount of the sales tax they are paying by posted sign or printed notice. Commissions shall be computed on the resulting net receipts for all commission sales.
- 5.2 The Contractor will provide the designated University representative with data, as required by the University, pertaining to board plan adjustments and termination.
- 5.3 The Contractor shall exercise maximum control over all cash sales transactions and recommend conditions and equipment which may be needed to maintain this control.
- 5.4 The Contractor will be assessed the sum of \$40,000 for repair and replacement rendered by the University for the 2023-24 period. Payment of these funds is due on October 1st of each contract year. The University will maintain all university owned equipment. The University will assess additional charges for repairs that are directly due to the Contractor's negligence. Assessments for future years during the term of the contract shall be fixed by the University in an amount not less than \$40,000.
- 5.5 The Contractor will be responsible to bill and handle collection of billings for catering and conference events prior to the service occurring. All billing and collection procedures shall be approved by the University at the start of this contract. All catering cash receipts and accompanying verification on cash reports shall be the responsibility of the Contractor.
- 5.6 Accounting and Payments. Separate accountability for each type of service resulting from this contract shall be required of the Contractor. Charges and commissions shall be made by the Contractor independently for each type of service within the total scope of the resulting contract for each reporting period as follows:
- A. Operating Statement:
 - 1. The Contractor shall provide the University liaison a complete and detailed monthly revenue and expense statement. This statement will include operations related to board, cash, camps, conferences and catering.
 - 2. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements. All records pertaining to the operations of food service shall be open for inspection and/or audit by the University liaison or the State.
 - B. Audits and Review:
 - 1. The Contractor shall keep in a safe place all financial records and statements pertaining to the food service operations for a period of five (5) years from the close of each years operation.
 - 2. The University shall be informed by the Contractor of the schedule of the Contractor's audit of the records and operations at the University. The University shall have the option to participate in the Contractor's audits and shall receive full report of these audits.
 - 3. The State of Kansas or the University may conduct independent audits as it deems necessary and the Contractor agrees to provide complete cooperation and access to personnel engaged in conducting such audits.
 - 4. The Contractor agrees that the University, or any of its duly authorized representatives, at any time during the term of this contract, shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), related to contractor's charges and performance under this contract. Such records shall be kept by Contractor for a period of five (5) years after final payment under this contract, unless the University authorizes their earlier disposition. Contractor agrees to refund to the University any overpayments disclosed by any such audit.
 - C. Billing, Collections, and Payments:
 - 1. Contract Student Meals
 - a. The University shall be responsible for billing and collection of contract student meal sales.
 - b. A list of boarding contracts will be provided by University Housing prior to the beginning of each academic semester/session with an adjustment of all additions and deletions throughout the semester. The daily board rate shall be charged for each standard meal program boarding contract in effect with the following exceptions:
 - 1) University Housing shall not be charged for students withdrawing prior to and including the first contracted meal or failing to enroll and/or reside on campus each semester.
 - 2) University Housing shall not receive a credit for students withdrawing during the final examination period.

3) The beginning and ending date of each boarding contract shall be considered as one full serving day.

- c. The Contractor will present a billing statement for contract student meals on a weekly basis. University Housing will submit to the Business Office the necessary paperwork required to process payment for the Contractor within seven (7) working days from receipt of the billing statement.
- d. Students who discontinue their meal plan during the contract period for any reason will be charged for a complete day of service on the last day served, regardless of the time of day the student may actually leave the residence hall.
- e. Refunds, or credit, for missed meals will not be given by the Contractor for those students participating in a contract board plan.
- f. University Housing will not pay the Contractor an advance payment for operation of the contract student meal program.
- g. The University shall develop and distribute the contract meal plan information. The University shall act as the student meal contracting and refund agent.

2. Cash Sales:

- a. The Contractor shall be responsible for billing and collection of all sales other than contract sales. Conference board sales will be handled on an individual basis.
- b. Commissions: The Contractor will rebate a commission rate to the Student Center for catering and retail sales and a separate commission rate rebate to University Housing on remaining sales. Gross sales, less Kansas sales tax, shall be considered total revenue accrued from other sales.
- c. At the end of each year of the contract or on expiration of the contract, any unpaid accounts related to cash sales that are deemed uncollectible shall remain the liability of the Contractor. Commissions shall be paid to the University on charge catering and conference sales in the period they were earned and charged, and not upon collection date. The Contractor shall not be reimbursed for commission paid on uncollected accounts. University should be notified concerning uncollected accounts monthly.
- d. Commission resulting from cash sales by the Contractor will be paid to the University within fifteen (15) days following the last day of each month.

5.7 Taxes: Contractor shall pay when due all taxes or assessments applicable to Contractor. Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. The University is tax-exempt.

5.8 Pest Control: The University shall be responsible for securing the services of a contractor for pest control. The Contractor will directly pay the selected company for services in the food storage, preparation and serving areas and dining areas.

5.9 Sanitation: Contractor shall be responsible for all housekeeping and sanitation services in all areas identified as supporting areas to the food service program. The University shall have at all times the right to inspect and evaluate maintenance standards in premises under the jurisdiction of the Contractor. The University may require the contractor to use certain cleaning products and supplies to ensure consistency throughout the entire facility. The Contractor shall institute and shall continuously maintain a sanitation program for all food service facilities that includes National Sanitary Foundation (NSF) or National Institute for the Food Service Industry (NIFI) instruction and certification in sanitation, regular inspections, and micro biological surveillance and follow local, state, and federal laws, ordinances and regulations. The cleaning procedures described following are to be regarded as minimum suggestions rather than as an exhaustive listing. If any time these or any other cleaning procedures employed by the Contractor are deemed by the University to be insufficient to keep any part of the food service facility in a clean and sanitary condition, the University may require the use of additional and different procedures. The contractor shall identify and hold the University, their officers, employees, and agents harmless from all claims arising from Contractor's failure to adhere to such laws, rules, and regulations referred to above.

- A. The Contractor shall keep counters and all surfaces used in preparing, cooking, and serving food immaculately clean at all times. Floors behind serving counters and in the kitchens shall be cleaned daily by the Contractor.
- B. Gibson Dining Hall: The Contractor shall clean all table tops and arrange chairs so that they have a neat and orderly appearance after each serving. The dining area shall be spot mopped after breakfast and lunch and wet mopped after dinner. Student Center: The Contractor shall clean all table tops and arrange chairs in dining areas so that they have a neat and orderly appearance after each serving and/or as needed during the day. The dining areas shall be spot mopped during the day as needed and wet mopped at the end of each day.

- C. Retail Locations: The Contractor will have complete responsibility for the sanitation of the Gorilla Crossing, University Club, Axe Grind and KTCafe' and all future locations during operating all hours. Contractor shall clean all table tops and arrange chairs in all dining areas so that they have a neat and orderly appearance after each serving and/or as needed during the day. The dining areas shall be spot mopped during the day as needed and wet mopped at the end of each day.
- D. Special care shall be taken to assure that all equipment used to convey, clean and store dishes, glassware and silverware is immaculately clean and sanitary at all times.
- E. Special housekeeping and sanitation items as listed below are included in general requirements of Contractor:
 - 1. Contractor shall be responsible for cleaning and maintaining grease traps, drains, automatic solution dispensers and other equipment (to include, but not limited to, dish washing machines, ovens, grills, fryers, etc.) as directed by the University and in accordance with University defined procedures and methods.
 - 2. Contractor shall be responsible for cleaning kitchen filters daily in vent systems at Gibson Dining Hall and Overman Student Center. It shall be the Contractors responsibility to contract for cleaning ductwork from the vent to outside twice a year in Gibson Dining Hall and twice a year in the Student Center. The University shall be responsible for paying the actual cost for cleaning services.
 - 3. The University shall be responsible for specifying the services of a private firm for the removal of all garbage and trash. The Contractor will be responsible for the cost of such services and will pay the selected company for services rendered. The Contractor is responsible for keeping refuse containers and the surrounding areas clean and orderly at all times. All items, with the exception of cardboard containers, must be bagged and sealed prior to placement in refuse containers. Lids to refuse containers must be closed at all times.
 - 4. The contractor will be a part of the University's recycling program.
 - a. All cardboard is to be broken down
 - b. Plastic bottles
 - c. Paper
 - 5. Contractor must clean and maintain neat and orderly loading docks. Contractor must also keep premises immediately surrounding such docks clean and orderly. In the event of odors, pests, dirt or refuse Contractor must clean up and remedy the problem immediately at the University's request.
 - 6. No cooking grease oils or fats are to be dumped into the sewer system, refuse disposal, drains or compactor. These wastes must be handled by a private rendering firm or other approved method at the Contractor's expense. Grease containers must be placed on loading dock as directed by the University.
 - 7. Contractor is responsible for the removal and cleaning of collected waste material in underground, in-line grease interceptors on a frequency to prevent overflow, back-up, and/or odor problems. The University reserves the right to establish a schedule of removal to assure appropriate maintenance on all grease traps. Removal of collected waste materials from grease interceptors must be done by a private rendering firm or other approved method at the Contractor's expense. The University must approve the method of removal and the vendor providing such removal.

5.10 Utilities:

- A. The University shall provide services at existing outlets (heat, gas, electricity, water, and sewer).
- B. Any modification to existing outlets required or requested by Contractor shall be at Contractor's expense upon University approval. The University shall maintain utility services and make every reasonable effort to avoid their disruption.
- C. In the event any utility service must be interrupted for repair or modification, the University shall provide Contractor as much advance notice as possible.
 - 1. In the event of any such interruption or any disruption of utility services, the University shall take reasonable steps to restore them promptly but shall not be responsible for any loss or delay sustained by Contractor resulting from such interruptions from any cause.
- D. It is the Contractors responsibility to provide a written emergency plan for foodservice in case of extended lose of utilities, damage to facilities, inclement weather, etc.

SECTION 6.0
Facilities Maintenance And Equipment (Includes Health And Safety)

- 6.1 The Contractor shall be responsible for advising the University of required additional capital equipment purchases and of required repairs and replacement of capital equipment and related facilities. The University shall be responsible for the purchase of additional capital equipment and shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment and related facilities except wearing, damage or malfunctioning which is caused by the negligence of the Contractor or its agents, in which event, the University shall, at its option request the Contractor to make and pay for the necessary repairs and replacement, or repair or replace said capital equipment and related facilities and invoice the Contractor for said repairs or replacements. Such invoices shall be due 10 days from receipt.
- 6.2 A preventive maintenance program and regular replacement of worn, damaged or malfunctioning capital equipment and related facilities shall be instituted and paid by the University and executed with full cooperation of the Contractor.
- 6.3 The Contractor is responsible for control of keys obtained from the University and the security of those areas for which and when they are used by their representatives. The Contractor shall be responsible for immediately reporting to designated authority all the facts relating to losses incurred as a result of break-ins or any other loss to contractor or University.
- 6.4 The University is responsible for the costs of re-keying and replacing lock cylinders, as determined by the University, provided that the Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of their negligence and/or loss of keys.
- 6.5 The Contractor shall be responsible for all sanitation and occupational health and safety measures necessary to comply with local, State and federal laws, ordinances and regulations pertaining thereto.
- 6.6 University designated personnel shall have complete cooperation and access to all food service, production and storage areas on inspections which they may conduct. A management representative of the Contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically. Contractor representatives who normally provide checks and reports as part of their equipment or product service shall be encouraged to do frequent inspections. A copy of all inspection reports shall be furnished to the institution by the Contractor. The Contractor is responsible for implementing corrective operating measures required as a result of these inspections.
- 6.7 The Contractor shall have the responsibility of gathering, containerizing, and removal of all trash and garbage generated by the food service operation.
- 6.8 The University shall provide waste containers in the dining areas in sufficient quality to maintain sanitary standards for trash disposal. Waste containers shall be kept in a clean and satisfactory condition at all times, and emptied as often as necessary by the Contractor to maintain sanitary conditions. The Contractor shall be expected to see that the entire service area meets minimum standards of orderliness at all times. Contractor agrees to keep all areas around dumpsites in a clean and sanitary order.
- 6.9 The food service Contractor will be responsible for maintaining tables, garbage containers and floor conditions in all serving and seating areas of the Overman Student Center. The Contractor will be responsible for the care of all areas used upstairs in the Overman Student Center for specific events. They will be responsible for preparation of these areas for service and clean up.
- 6.10 The University shall furnish and maintain fire extinguisher equipment and supplies, and the Contractor shall notify the University immediately of extinguisher use.
- 6.11 The Contractor shall be responsible for cleaning kitchen filter daily in vent systems at Gibson Dining Hall, the Student Center and any other facility that has a filter system.
- 6.12 All beverage dispensing equipment on lease to the University or Contractor shall require 24-hour service, parts replacement inventory or 24-hour replacement for each dispenser for each operating unit. All lease contracts shall require these conditions.
- 6.13 The Contractor shall be responsible for stripping and sealing or waxing of tile or vinyl floors and steam cleaning of carpeted floors a minimum of two (2) times a year or as needed during winter or summer breaks. The tile or vinyl floors are to be swept and mopped daily and the carpeted floors are to be vacuumed nightly. Furniture should be cleaned regularly and stains removed as needed. The Contractor is responsible for supplying all janitorial supplies and equipment necessary for their operations.
- 6.14 The Contractor shall be responsible for the costs and maintenance of insect and

pest control in all food service, production and storage areas. The University shall cooperate with the Contractor to keep these costs to a minimum.

- 6.15 The Contractor shall be responsible for the costs of maintaining first aid equipment and supplies in all production and service areas.
- 6.16 The University shall not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone and heat or air conditioning. However, it shall be diligent in restoring service following an interruption. The University shall not be liable for any product loss which may result from the interruption or failure of any such utility services, nor shall they be responsible for short-term rental or purchases of supplementary equipment or products. e.g., ice if the machine fails, generator, refrigerator truck, etc.
- 6.17 The premises, equipment and facilities shall be maintained throughout the life of this contract in condition satisfactory to the University. Thus, the Contractor shall adhere to the highest standards of cleanliness and sanitary practices to insure continual sanitation in all functions and matter related to the execution of the terms of this contract including food handlers' appearance and performance in the preparation, service, transport and storage of food and related items.
- 6.18 The University has provided an adequate initial supply of glassware, chinaware, and silverware, and Contractor shall maintain the supply of such items delivered as a direct cost of operation. The University has also provided an adequate initial inventory to Contractor of small equipment (pots, pans, etc.), and Contractor shall maintain the inventory of such items and supplies as a direct cost of operation. Contractor and the University shall jointly conduct an inventory of all supplies and equipment at least annually, at such time(s) as may be mutually agreed, and on termination or expiration of this Agreement. Contractor shall replace or pay for all missing items in such annual inventories or damaged items, at the University's option, within forty-five (45) days of inventory completion. Said replacement equipment furnished by the Contractor in fulfillment of this responsibility shall conform exactly to weights, standards, patterns, and brands of the chinaware, flatware, glassware, trays, etc., originally provided by the University if the same are obtainable. No exceptions to the above will be made by the Contractor without the express consent of the University even if an increase in cost is in effect at the time of the Contractor's purchase.
- 6.19 The Contractor shall insure maximum dining and service area security against unauthorized diners in such a manner as not to delay service or inconvenience authorized persons being served. The Contractor shall regulate food from being taken out of the attended dining areas.
- 6.20 The Contractor awarded the contract will be expected to provide their own office equipment.
- 6.21 Purchase of products (food or supplies) which require equipment for their dispensing and have the equipment and service costs prorated in the costs of their product shall not be purchased for use at the University without prior approval of the University. If a lease agreement is required for carbonated beverage dispensing equipment, it shall be signed by and held in the name of the University for use by the Contractor as the University's agent.
- 6.22 University-owned equipment shall not be used, loaned or rented to a third party except with special permission of the University. The Contractor shall not, without consent of the University, move University equipment between operating units or rearrange any facility unit's equipment.
- 6.23 Contractor shall not produce, store or use University facilities, equipment, and/or inventories for other company- owned or contract operations, other individuals, groups or organizations without the express written consent of the University for each request.
- 6.24 Non-Expendable Equipment:
- A. The University will provide all non-expendable equipment as presently installed in the retail, catering and residential dining facilities. An inventory of this equipment will be taken by the successful bidder and the University upon award of contract. Ownership of equipment described in this section shall be vested in the University. No University-owned equipment shall be removed from the premises for any purpose, other than for repair, except by the University or with the prior approval of the University.
- B. Contractor may provide and install, at its expense, additional equipment after first receiving the approval of the University. All equipment provided by Contractor shall remain the personal property of Contractor, regardless of the manner in which said property is attached or affixed to the real property. Contractor shall have the right to remove, or, on the University's request, to sell to the University at fair market value, such equipment within thirty (30) days after the expiration or termination of this agreement subject to the other provisions of this document.
- 6.25 Repairs/Maintenance, Non-Expendable Equipment
- A. It shall be the responsibility of the Contractor to report promptly to the University any condition which indicates that maintenance, adjustment of repair of said facilities or equipment is advisable. Failure by the Contractor to so report shall be considered negligence, and the Contractor shall be liable for any damage to or deterioration of University owned installations or equipment which occur as a result of such negligence. Upon the prior

consent of the University, Contractor may perform emergency maintenance and repairs on the equipment provided by the University. Contractor shall be responsible for damage caused by negligence of Contractor or its agents, in which event the University shall at its option request the Contractor to make and pay for necessary repairs and replacement or replace said capital equipment. These costs shall not be charged back to the University.

- B. Contractor shall provide all routine maintenance. Routine maintenance shall be defined as that which must be performed on a regular basis to maintain the trouble free operation of the equipment and facilities. Routine maintenance includes but is not limited to cleaning and changing filters, drain maintenance, cleaning fryers/grills/ovens, de-liming and cleaning of the dishwasher, etc. Repairs necessitated by the failure of the Contractor to perform routine maintenance will be paid for by the Contractor.

Note: Pittsburg State University will not set an arbitrary limit on the costs of routine maintenance. Contractors are requested to use previous experience to project costs.

- C. There will be a semi-annual inspection with representatives of the University and Contractor to determine that capital equipment is in satisfactory repair.

SECTION 7.0 Operational Issues

- 7.1 The Contractor shall agree to operate the University food service under the direction and control of the University.
- 7.2 The Contractor shall agree to indemnify, defend and hold the State of Kansas, Pittsburg State University and the Kansas Board of Regents, their officers, employees and agents harmless against all claims, losses or liabilities arising from the performance by the Contractor of the food service contract herein provided. The contract shall contain no provisions requiring the University to indemnify or hold harmless the Contractor.
- 7.3 Charges of the Contractor for services not permitted by or beyond the scope of this contract shall be an expense of the Contractor and shall not be an expense of the University.
- 7.4 Contractor agrees not to post, exhibit or hang any signs, advertisements or posters inside or outside University facilities without the express consent of the designated University official.
- 7.5 The University shall approve all design, advertising and/or lettering of textile or paper goods such as paper cups, plates, napkins, prepackaged condiments, matches, menus and similar items prior to purchase of these items by the Contractor.
- 7.6 The Contractor shall provide an adequate inventory of table linens, employee uniforms, aprons, jackets, towels, bar swipes, pot holders and such other related food service linens. The Contractor shall be responsible for the laundry, cleaning and maintaining an adequate inventory of these items.
- 7.7 When appropriate, the University shall advise the Contractor of campus functions which may require additional manual food service to maximize available food service and revenue potential. Athletic events, training tables, large conference and department sponsored activities are examples of such functions.
- 7.8 The operation of the food services by the Contractor shall be upon the following terms and conditions and the parties hereto shall agree as follows:
 - A. The University shall provide the Contractor with appropriate and necessary office space. The University provides the Contractor with necessary cooking and refrigeration equipment, dishes, silverware, tableware and other food service supplies of like nature; these items shall be and remain the property of the University. The Contractor shall be responsible for the care and maintenance of all such equipment, and will replace with like items at its own expense all such equipment and non-food supplies which are expended, lost, stolen, or damaged, provided however that the Contractor shall not be responsible for replacement of items destroyed or damaged by fire, explosion or water damage, unless said loss or destruction was caused by the Contractor's own willful or negligent act or failure to act. The Contractor is responsible to maintain the original amount owned by the University as par level of non-food items established at the start of the contract. The Contractor further shall not be required to replace equipment or non-food supplies expended, lost, destroyed or damaged by act of God. The contractor will not be liable for damage to other property of the University unless such damage was caused by the Contractor's own willful or negligent act or failure to act. Where the Contractor is responsible to purchase such inventory items as replacement equipment, china, silver and glassware at his own expense, the specifications for these items shall be specified by the University.
 - B. Except as otherwise provided herein, the Contractor shall be responsible for all costs of operation of the food service and dining facilities including, but not limited to, costs of procurement of food and beverage items, and will hold harmless the University from any and all claims, demands or liability on account hereof. All food and

other supplies shall be purchased and all managers, supervisory personnel, cooks, chefs, kitchen help, waitresses, cleaning help and all other food service personnel shall be compensated by the Contractor.

- C. The University reserves the right to make, from time to time, regulations for the operation of the Contractor's food service. Officials of the University shall have full right of access to all portions of the food service and dining facilities at all times, and the University reserves the right of supervision of said food service and of the operation thereof by the Contractor with respect to the quality and quantity of food served, the method of service thereof, opening and closing hours, safety, sanitation and the maintenance of all food service facilities. The Contractor shall comply with all regulations promulgated by the University with regard to the provisions of food services.
- D. The Contractor shall maintain and comply with all occupational safety and health standards and regulations as promulgated by the federal, state or local authority. Any unsafe practices observed by the University shall be corrected by the Contractor within five days of notification of such unsafe practice. If such is not accomplished within five days, the University shall have the right to make such corrections from payments due to the Contractor. Failure to comply by Contractor shall be grounds for termination of contract.

7.9 A new Contractor shall have access to the premises at reasonable times, as determined by the University, prior to the termination or expiration of the present contract. The University shall determine and coordinate required arrangement for this access and a new Contractor shall not interrupt or disturb the operation of a present Contractor. The front team of the new contractor must be on campus by May 30th or sooner for a smooth efficient transition.

SECTION 8.0
Additional Contract Termination Terms And Non-Performance Issues

- 8.1 The University may terminate this contract for non-performance as determined by the University which shall consider such items as: insufficient insurance coverage, failure to provide required period statements or payments due on or before the 15th day of each month, failure to enforce required standards of sanitation, failure to keep wage payments to employees current or if quality of service is unsatisfactory to the University. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor which in the opinion of the University is not in its best interest or failure to comply with the terms of this contract.
- 8.2 The University shall provide ten calendar days written notice of minor non-performance issues and unless within ten (10) calendar days such neglect has ceased and arrangements have been made to correct the neglect to the University's satisfaction, the University may terminate the contract by giving 45 days notice in writing by registered or certified mail of its intention to cancel this contract.
- 8.3 Upon notice of termination of the contract, the University will advertise for bids for the operation of the campus food services. The Contractor shall not be allowed to submit a bid upon such termination.
 - A. The successful bidder shall be allowed access to the premises at all reasonable times within two weeks prior to the termination or expiration of the contract. Said successful bidder shall not interrupt or disturb the operation of the food or vending service, while exercising the privilege granted hereunder.
- 8.4 On termination or expiration of this contract, Contractor shall vacate all parts of the University's premises occupied by it and shall restore the same (together with all equipment and non-expendable supplies furnished) to the University in the same condition as when originally made available to Contractor, reasonable wear and tear excepted. Contractor and the University shall jointly conduct a closing inventory and Contractor shall replace or repair all lost, damaged, or destroyed University-supplied equipment to make up a deficiency between opening and closing inventories. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the University's representative.

SECTION 9.0
Personnel And Staffing

- 9.1 The University reserves the right to review the qualifications of the food service director and all food service managers that the Contractor proposes to place at the University. The University may withhold approval of the director and of specific managers in which case, the Contractor is required to submit other candidates screened out for review. The Contractor's resident food service director and unit managers assigned to the University shall be selected with prior approval of the University. The individuals selected for these positions shall remain at the University for a minimum period of one year and as long thereafter as their performance is acceptable to the University. The food director and unit managers assigned to the University shall not be changed more than once per year unless mutually agreed, and not without 30 days advance notice and replacement selection made which is acceptable to and mutually agreed by the University. These positions shall not remain unfilled for a period to exceed

30 days. The Contractor shall consult with the University regarding all off campus transfers of individual food directors or unit managers prior to announcing the transfer to the selected individual. Generally this will be limited one transfer per year. The University shall carefully weigh the advantages transfer may have for the individual when making judgment on transfer denial or delay.

- 9.2 The Contractor shall have current up-to-date written job descriptions on file in each unit office for all employees and their respective job classifications. The Contractor shall provide headquarters management staff, made known to the University by name, to routinely review and inspect operations, personally fill staff vacancies if necessary, consult with the University on current and future food service programs, and to act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of this contract.
- 9.3 Contractor shall provide professionally trained, salaried, management personnel (not student managers) in each unit as agreed to by the University. All management personnel hiring and assignment requires University's approval. The Contractor's management staff shall cover special dinners and catering events as determined by the University.
- A. Contractor's managerial and/or full-time supervisory staff or student managers (on a part time basis) shall open, close and check University's food service facilities as instructed and required by the University. The University shall furnish instructions and initially train Contractor's full-time managers in University approved procedures.
- B. The Contractor shall supply the University with a complete list of employees, supervisors and management by assigned work area and salary allocation on both academic and full year basis. This list may be reviewed and approved annually or at any time during the year by the University.
- C. Contractor shall have supervisors/managers (trained students acceptable) in the serving lines and common seating areas during all meal hours of board contract student dining service. Supervisors are to keep dining room in a decorous condition, answer student questions, make sure adequate food is available, stop food from leaving dining area, supervise assigned dining room employees, etc. and ensure appropriate sanitary measures are being followed. The food service staff should initiate student contact in the dining room and invite questions and feedback.
- 9.4 The Contractor shall adhere to and comply with all Equal Employment Opportunity regulations as promulgated by the University.
- A. Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel.
- 9.5 Free Meals
- A. The Contractor shall not furnish free meals, discounted meals, snacks or beverages to his employees or those of the University as a direct operating expense. All meals for employees of the University and Contractor shall be recorded and accounted for by debit and credit to the proper account.
- B. Meals authorized for employees of the University for the purpose of food service evaluation (monitor meals) shall be billed the University by the Contractor. These billings shall be on a cost of food basis as mutually agreed and shall appear on the operating statement as non-commission revenue.
- 9.6 The Contractor, at its own expense, shall procure, maintain and use a company or companies acceptable to the University for the following insurance for the period of the contract and furnish to the University a certificate of insurance showing that the provisions of the paragraph have been complied with. The policies shall contain a covenant by the company issuing the policies that the policies shall not be canceled by the issuing company unless a 10-day written notice of the cancellation first be given to the University.
- 9.7 The policies referred to in (B) and (D) below shall be endorsed to reflect that the State of Kansas, Pittsburg State University are additionally insured thereunder.
- A. Workmen's Compensation insurance shall be provided for all employees at statutory levels.
- B. Comprehensive bodily injury and property damage liability insurance shall be provided in the minimum sum of \$1,000,000 per injury and \$2,000,000 per occurrence.
- C. Automobile liability shall be provided in the minimum limits of \$1,000,000 for injury to or death of any one person, for each accident or occurrence and property damage for each.
- D. Should Contractor fail to pay said premiums when due, the University shall have the option of exercising its rights of termination, or of paying said premiums and deducting them from amounts due and owing to the Contractor on account of food services provided.
- 9.8 Management Team: The Contractor will present a recommendation for staffing. The proposal will include a minimum of four full-time salaried managers. The appointment by the Contractor of its employees to such positions at the

University shall be subject to review and approval by the University, and the Contractor shall provide sufficient information about its nominees to permit the University to make an informed decision about the qualifications and capabilities of such persons to serve in the respective management positions. The Senior Food Service Director shall serve as the Contractor liaison with the University and shall have authority to act on behalf of the Contractor in its contractual relationship with the University. As part of the bidding document the Contractor will furnish resumes of three directors and three location managers available to be assigned to this site.

- 9.9 Adequate Staff:
- A. The Contractor will at all times maintain the staff as and such others as are necessary to ensure the timely preparation and efficient prompt service of food, and will provide adequate administrative, dietetic, purchasing, equipment consulting and personal supervision. A qualified supervisor shall be on duty throughout the time that each service operation is open. Contractor shall also provide sufficient backup in times of staff shortages due to vacations, illnesses, and inclement weather.
 - B. The Contractor's resident food service director and unit managers assigned to the University shall be selected with prior approval of the University. The food director and unit managers assigned to the University shall not be changed more than once per year unless mutually agreed, and not without thirty (30) days advance notice and replacement selection made which is acceptable to and mutually agreed by the University. These positions shall not remain unfilled for a period to exceed thirty (30) days.
- 9.10 The Contractor, at his own costs and expense, shall provide the sufficient number of employees to provide prompt service, efficiently and in a manner satisfactory to the University.
- A. The Contractor is urged to employ the present full-time employees at their present rate of pay from the effective date of this contract provided that: (1) the employee(s) performs all the duties as per the Contractor's job description(s) and, (2) the employee(s) follows the Contractor's policies and procedures.
- 9.11 Manager at Meals: The Contractor will make provision for a manager or assistant manager to be accessible to patrons at each meal.
- 9.12 Student Help:
- A. All food service programs shall use as much regular part-time student help as possible. Whenever possible, the hiring of students will be coordinated with University Student Employment Office and in accordance with any special rules that may apply.
 - B. The Contractor will be responsible for selection, training, supervision, and payroll of these students.
- 9.13 Uniforms: Contractor agrees that, at all times, all employees of Contractor furnishing or performing any of the services specified under this Agreement shall do so in a proper, workmanlike, and dignified manner (wearing uniforms which shall be neat, clean, well-pressed, and in good condition. Style and design of all uniforms shall be subject to the approval of the University Coordinator of Food Services.
- 9.14 Telephone Numbers: Contractor shall advise University Coordinator of Food Services of the telephone numbers and addresses of management personnel and shall arrange for at least one such person to be available at all times by telephone.
- 9.15 Identification Badge: Every employee and agent of Contractor assigned to duty on the University's premises shall have prominently displayed on his or her person at all times while he or she is on duty an identification badge provided by Contractor and prepared to the University's specifications. Contractor shall require employees who cease for any reason to be assigned to duty on the University's premises to surrender said identification badges.
- 9.16 Health Examinations: The Contractor shall, at his own expense, require all of its employees assigned to duty in the University to submit to health examinations before being hired and periodically, at least submit satisfactory evidence of compliance with all health regulations to the University. It is understood that the premises shall be subject to inspection by the State Department of Health and Kansas Hotel and Restaurant Association.
- 9.17 Removal of Employees: The University reserves the right to have any employee of the Contractor removed from the dining service facilities permanently or temporarily for any reasonable cause. The Contractor's employees shall maintain a friendly, cooperative and respectful attitude at all times.
- 9.18 Taxes: Contractor shall pay when due all taxes or assessments applicable to Contractor. Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. The University is tax-exempt. Cash and cash equivalency sales outside of Gibson Dining Hall are subject to sales tax.

SECTION 10.0
Professional Standards of Operation

- 10.1 The Contractor shall be alert to changing food service trends, new market forms of food and changing diet patterns evolving throughout the food service industry. As a result, and with input from the University, the Contractor shall continually initiate ideas for varied methods of food service merchandising, public relations, promotion and menu presentations in all operations to increase service and maximize potential revenues.
- 10.2 Contractor shall provide the University with standards of operation, management, quality, and support services of the best quality available in the institutional food service industry. To include the following
- a) Provide maximum satisfaction to customers through quality performance, efficient and effective operations, and wholesome and palatable food.
 - b) Develop and maintain a superior management team to fulfill the obligations and contacts of an excellent food service operation at the University.
 - c) Insure the University, employees and customers a sound food service program.
 - d) Provide performance, planning, execution and review of the University food program so as to provide quality meals.
 - e) Provide quality company programs such as employee training and energy conservation must be operational at all times.

SECTION 11.0
Food Specifications: General

- 11.1 Food and Supplies Specifications
- A. All food and supplies purchased shall be in compliance with the specified minimum standards of federal and State specifications. The University shall periodically, or as deemed necessary, inspect the Contractor's inventory of food and supplies to determine if purchase standards are maintained.
- B. Grade minimums for food items shall be:
- 1) Meat (Dry Heat Cooking) USDA No. 1 or USDA Low choice, cut to IMP specifications.
 - 2) Meat (Moist Heat Cooking) USDA No. 1 or USDA Select, cut to IMP specifications.
 - 3) Pork - US No. 1
 - 4) Poultry - Seafood - US Grade A.
 - 5) Eggs - US Grade A.
 - 6) Ground Beef - Not to exceed 20% fat. Label declaration must state Ground Beef only.
 - 7) Fresh Fruits and Vegetables - USDA No. 1.
 - 8) Canned Fruits, Vegetables - USDA Grade B Choice or better.
 - 9) Frozen Fruits, Vegetables - USDA Grade B Choice or better.
 - 10) Canned and Frozen Juices - USDA Grade A.
 - 11) Dairy Products, Cheese - USDA Grade A.
- *All meat cuts shall be in accordance with USDA IMP specifications. The indicated grades are intended as minimum standards only, and the Contractor is encouraged to exceed these minimums whenever possible. All other food stuffs shall be of comparable quality and shall meet or exceed accepted industry standards.
- 11.2 Ground beef patties may contain no soy protein derivatives and a maximum fat content of the finished raw patty of 20%. Label declaration on Ground Beef Patties must state "Ground Beef Patties" only. All other menu items prefabricated by others or processed by the Contractor containing soy protein derivatives shall be approved by the University prior to service.
- 11.3 Specific item purchases below the grade minimums shall be made only after receiving the permission of the University, including subsequent purchases.
- 11.4 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.
- 11.5 The University shall have free access to any and all records of receipt or production sheets, product specifications, and quantities of food issued each service unit to determine if portions specified are complied with.
- 11.6 The Contractor shall be responsible to effectively maintain comparable standards of service, food quality, portions and menu variety in the board plan facilities. Concerns related to these standards shall be addressed by the

designated University representative and his authority shall determine the extent of required coordination and comparability.

SECTION 12.0
Meal Plan Options

12.1 Meal Plans: For 2023-24 the University will offer the meal plans outlined below.

A. **7 Day Unlimited Access Plan**

Students who select this plan will be provided with unlimited access to all food and beverage options available at Gibson Dining Hall during all days and hours of operation. Individuals selecting this option can access the facility and its offerings as many times as they choose for a free meal or just a quick snack or beverage.

B. **Any 14 Access plus \$200 Dining Dollars**

Students who select this plan will be provided with 14 personal accesses per week to all food and beverage options available at Gibson Dining Hall during all days and hours of operation. Individuals selecting this option also have \$200 of Dining Dollars per semester to spend at any retail food service on campus. Dining dollars are loaded onto an electronic debit account on the student I.D. Card and spent like cash. Eight different retail dining service formats are available on campus in the Overman Student Center, Axe Library and Kansas Technology Center.

C. **Any 10 Access plus \$400 Dining Dollars**

Students who select this plan will be provided with 10 personal accesses per week to all food and beverage options available at Gibson Dining Hall during all days and hours of operation. Individuals selecting this option also have \$400 of Dining Dollars per semester to spend at any retail food service on campus. Dining dollars are loaded onto an electronic debit account on the student I.D. Card and spent like cash. Eight different retail dining service formats are available on campus in the Overman Student Center, Axe Library and Kansas Technology Center.

D. ***\$1,000 Dining Dollar Plan**

Students who select this plan have \$1,000 of Dining Dollars per semester to spend at any food service venue on campus. Students may use Dining Dollars to access Gibson Dining Hall or to purchase food or beverages at any retail dining service location on campus. Dining dollars are loaded onto an electronic debit account on the student I.D. Card and spent like cash. Eight different retail food service formats are available on campus in the Overman Student Center, Axe Library and Kansas Technology Center.

E. **1000 Dining Dollars**

The Dining Dollars plan provides students maximum flexibility in that Dining dollars are spent like cash at any of the University food service operations except Dining dollar purchases made in Gibson Dining Hall are tax free (6.8%). The \$1000 is per semester. Unspent Dining dollars from the fall semester may be rolled over into the spring semester but all flexi dining dollars must be used by the end of the spring semester.

12.2 Contractor should propose Dining-dollar and Cash prices for Gibson Dining Hall. The following are current cash prices:

Breakfast	8.25
Lunch	8.25
Dinner	8.25
Brunch	8.25

12.3 Board Plan Program

A. The Contractor will provide a board plan which permits students to choose between the 7 Day Access Unlimited Meal Plan, the Any 14 Access Plus 400 Dining dollars, the Any 10 Access Plus 400 Dining dollar, or the 1000 Dining Dollar Meal Plan, based on a total of 229 feeding days (subject to change according to the published university calendar) during the fall and spring semesters. These days are determined on the basis of a 17 week semester with meals not being served during both Thanksgiving Vacation (9 days) and Spring Break (9 days). Meal plans are sold by the University.

1. It is the expectation of the University that the Contractor provide a mutually agreed upon package for Summer Session students.

B. All students living in University owned housing (exception of Crimson Village Apartments and Block22 or any future off-campus owned housing) are required to participate in a board plan program. First year students are

required to live in University owned housing by the Campus Residency Policy are required to select either the 7 Day Access Unlimited Meal Plan, the Any 14 Access Plus 200 Dining dollars Meal Plan or Any 10 Access Plus 400 Dining dollars Meal Plan during their first two semesters.

- C. Current Gibson Dining Hall hours of operation are: 7:30 am to 7:30 pm- Monday through Friday and 11:00 am to 1:00 pm & 5:00 pm to 7:00 pm - Saturday and Sunday during the dates provided for operation in Housing and Dining Service Contract. Hours of operation are subject to change and will be negotiated. Meal plan participants may access the facility at their convenience during these hours of operation and within the provisions of their selected meal plan. At the start of this contract the Contractor shall comply with the schedule of days and hours of required service as identified by the University, and those additions, if any, arrived at by mutual agreement. All service day and hour schedule reduction requests shall be submitted to the University by the Contractor in writing for approval prior to implementation.
- D. The Daily menus as approved by the University shall be updated online prior to the day of service where they can be read by the individuals to be served.
- E. The Contractor shall submit menus 4 weeks in advance for approval. Menus shall be planned to offer an interesting variety of wholesome, nutritious and well-prepared foods, and give maximum value within the cost price structure established by this contract. All board food service entrees and other select menu items shall be identified with calorie counts and other nutritional information as mutually agreed.
- F. Board Service Hours: The regular hours of meal service in the board operations will be minimally as follows:

Monday-Friday

- 7:30 am - 10:30 am - Hot Breakfast
- 9:30 am - 10:30 am - Continental Breakfast
- 9:30 am - 10:30 am - Soup, Salad & Deli
- 11:00 am - 1:15 pm - Traditional Lunch Entrees
- 1:15 pm - 4:30 pm - Soup, Salad & Grill
- 4:30 pm - 7:30 pm - Traditional Dinner Entrees

Saturday-Sunday

- 11:00 am - 1:00 pm - Traditional Lunch
- 5:00 pm - 7:00 pm - Traditional Dinner Entrees

- G. The Contractor working with authorized members of the University and student committees shall arrange to provide a variety of programs and special or surprise dinners for the board plan students at no extra charge. These shall range from holiday dinners, picnics, to "special ethnic theme dinners", etc. There shall be a minimum of nine (9) times during the academic year when these meals shall be served and adequately promoted to encourage maximum student participation.
 1. At appropriate times during examination periods, the Contractor will provide "surprise treats" for students. These may include cookies, chips, coffee, hot chocolate, etc. No charge will be made for this service. The Contractor will obtain prior approval from the University regarding those items and scheduled events that are to be considered "surprise treats".
 2. Special meals and "surprise treats" must be approved by the Director of Residence Life and scheduled two weeks in advance.
- H. The Contractor shall provide a special diet format during each hot meal period not to exceed the contract daily rate for students.
- I. The Contractor shall make available and post in the dining halls and online those entrees that constitute a vegetarian meal option for students.
- J. Fresh fruit will be offered during all meals in Board operation.
- K. The Contractor will provide a "Steak Night, Any Night" program by which students may select an 8 ounce Boneless USDA Choice Steak, Grilled Boneless Chicken Breast or Deep Fried Shrimp up to four times per semester (limit one activity per night) at their discretion by presenting a card to the chef during traditional dinner hours in Gibson Dining Hall. Cards are issued by the checker as requested.
- L. The Contractor will offer unlimited seconds to all contract boarding students and cash meal customers dining in boarding facilities with the exception of the "Steak Night, Any Night" entree.
- M. 4 guest passes for fall and spring semesters on students with the 7 Day Unlimited Access Plan, Any14 Access plus \$200 Dining Dollars or Any10 Access plus \$400 Dining Dollars.

- A. Dining Dollars may be deducted from a student's account for use at any food service location (not available at concession areas). Dining Dollars are available only as a part of a University Housing room and board plan and available to students who meet specific requirements for participation in such room and board plan.
- B. The limited access computerized board plan security control system shall be programmed to validate and record individual transactions and maintain current outstanding balances.
- C. There is no state sales tax on student Dining Dollars plans expended in Gibson Dining Hall. Dining Dollars expended in any other food service location on campus have been deemed to be subject to state sales tax, collected and paid by the Contractor.
- D. The Contractor shall exercise maximum control of all Dining Dollars sales transactions and shall input all Dining Dollars sales into the computer system.

SECTION 13.0

Menu Specifications - Contract Board Patrons:

13.1 Gibson Dining Hall Menu Minimum Requirements:

Breakfast (Mon through Fri)

- * Fresh or frozen orange juice plus three other fruit juices.
- * Two choices of uncut fresh fruit (grapefruit and Kiwi fruit may be considered an exception as well as others as agreed upon by the University).
- * An alternating choice of fresh yogurt
- * Assorted dry cereals (6 choices) including at least two whole grain cereals (e.g. raisin bran, wheaties, bran flakes, shredded wheat, grapenuts, etc.)
- * One hot cereal in season (October-March), i.e., oatmeal, cream of wheat
- * Pancakes, waffles or French toast
- * Breakfast meat, i.e., bacon, ham or sausage
- * Biscuits and gravy
- * Eggs alternating between scrambled and fried
- * Eggs cooked to order
- * Choice of two toasted breads
- * Two varieties of bagels
- * Choice of two baked pastry products, fried raised products and coffee cakes alternated daily
- * Beverages: coffee, decaffeinated coffee, hot tea, hot chocolate, and milk 2%, chocolate, & skim, non-dairy milk substitutes, carbonated beverages, soft drinks
- * An assortment of breakfast condiments including pancake syrup, margarine, jellies/jams, cream cheese, peanut butter
- * Toasters shall be available in the dining area.

Lunch (Mon-Fri)

- * Soup, variety, changed daily with at least one weeks rotation
- * One hot sandwich, changed daily with at least one weeks rotation
- * One hot casserole, i.e., lasagna, chili macaroni, chicken or beef and noodles, ham and beans, chicken pot pie, ravioli, Spanish rice, macaroni and cheese.
- * One separate cold sandwich line (Deli) with a minimum of three cold meats, one of which a premium meat (alternated daily) and choice of three cheeses, one not a processed cheese (alternated daily), one spread item (tuna

salad, chicken salad, etc..) and a choice of three bread (white, whole wheat, and specialty, Potato Chips, Corn chips, etc.

- * Condiments to include but not limited to ketchup, mustard, mayonnaise substitute, lettuce, onions, pickles and tomatoes to be available.
- * Salad Bar: at least 25 items that include green salad, with the following items served daily: Carrots, onions, celery, kidney or garbanzo beans, sprouts, croutons, shredded cheese, bacon bits, tomatoes, plus and additional three times (to be rotated as season permits from the following: mushrooms, cucumbers, beets, radishes, cooked peas/beans, cauliflower and broccoli. A minimum of four variety salads (fruit, cole slaw, cottage cheese, jello, three bean, marinated cucumber & onion, etc.). Salad dressings (one of which must be dietetic) to be selected from: oil and vinegar, blue cheese, thousand, French, Italian, ranch, honey mustard and others as agreed upon by the University.
- * Beverages: coffee, decaffeinated coffee, hot tea, hot chocolate, and milk 2%, chocolate, & skim, non-dairy milk substitutes, carbonated beverages, juices, iced tea and soft drinks.
- * Dessert: Ice cream (soft serve, two flavors plus twist) plus appropriate condiments to include at least three different toppings, cookies or bars/brownies (alternated daily) and at least one "Daily Feature Dessert" item***, e.g. cobbler, pie, frosted cake (with at least one week's rotation). Pudding, jello parfaits, etc. may be offered as alternatives but not as a "Daily Feature Dessert" item.
- * The "Daily Feature Dessert" item for lunch may be offered as an alternative to the "Daily Feature Dessert" item for Dinner but is not to be repeated after the meal that it was originally featured.

Dinner (Sun through Sat)

- * One solid meat, i.e., roast beef, baked ham, fried chicken, steak, chops or fish filet.
- * One semi-solid meat, i.e., Salisbury steak, meat loaf, beef stroganoff, Swedish meatballs, hamburger steak, taco, burrito, chili frito pie, breaded meat patty (served with or without bun), or hot casserole, i.e., lasagna, chili macaroni, chicken and noodles, ravioli, Spanish rice, macaroni and cheese.
- * Choice of potato, rice, or pasta with appropriate condiments.
- * Choice of two vegetables to complement the entrees.
- * Hot bread or rolls or a specialty bread plus white, wheat and rye.
- * One separate cold sandwich line (Deli) with a minimum of three cold meats, one of which a premium meat (alternated daily) and choice of three cheeses, one not a processed cheese (alternated daily), one spread item (tuna salad, chicken salad, etc..) and a choice of three bread (white, whole wheat, and specialty, Potato Chips, Corn chips, etc.
- * Condiments to include but not limited to ketchup, mustard, mayonnaise substitute, lettuce, onions, pickles and tomatoes to be available
- * Salad Bar: at least 25 items that include green salad, with the following items served daily: Carrots, onions, celery, kidney or garbanzo beans, sprouts, croutons, shredded cheese, bacon bits, tomatoes, plus and additional three times (to be rotated as season permits from the following: mushrooms, cucumbers, beets, radishes, cooked peas/beans, cauliflower and broccoli. A minimum of four variety salads (fruit, cole slaw, cottage cheese, jello, three bean, marinated cucumber & onion, etc.). Salad dressings, (one of which must be dietetic) to be selected from: oil and vinegar, blue cheese, thousand, French, Italian, ranch, honey mustard and others as agreed upon by the University.
- * Beverages: coffee, decaffeinated coffee, hot tea, hot chocolate, and milk 2%, non-dairy milk substitutes, chocolate, & skim, carbonated beverages and soft drinks.
- * Dessert: Ice cream (soft serve, two flavors plus twist) plus appropriate condiments to include at least three different toppings, cookies or bars/brownies (alternated daily) and at least one "Daily Feature Dessert" item***, e.g. cobbler, pie, frosted cake (with at least one week's rotation). Pudding, jello parfaits, etc. may be offered as alternatives but not as a "Daily Feature Dessert" item.
- * The "Daily Feature Dessert" item for lunch may be offered as an alternative to the "Daily Feature Dessert" item for Dinner but is not to be repeated after the meal that it was originally featured.

Brunch (Saturday and Sunday)

Every item included at breakfast including a meat entree, plus: a hot sandwich, salad bar, "Deli" line, soup, dessert, and beverages (see lunch above).

- 13.2 Service in the dining hall shall be cafeteria style. Patrons shall "bus" their soiled dishes.
- 13.3 Appropriate condiments will be available at all meals and special condiments will be available when the served entrees traditionally require them, e.g. parmesan cheese with Italian entrees, soy sauce, sweet/sour-hot mustard with Asian entrees, brown sugar and raisins with oatmeal, etc.
- 13.4 **SECONDS POLICY:** Additional servings on all food items shall be available to contract patrons. All seconds shall be regular size portions.
- 13.5 **SICK TRAYS FOR BOARD STUDENTS** will be provided in accordance with University procedures.
- 13.6 **CARRY-OUT MEALS** (hereto referred to as "sack lunches") for field trips, work or class schedule conflicts will be furnished boarding students in lieu of cafeteria meal. Student participants in these activities who are not on a board plan will be charged at the applicable casual meal rate.
 - A. "Sack Lunch" shall include at least two (2) meat and cheese sandwiches (with appropriate condiments), a prepackaged bag of chips, etc., a canned or bottled beverage, two cookies or a brownie/bar, and one (1) piece of fresh fruit.
- 13.7 The Contractor shall provide a special diet format during each hot meal period not to exceed the contract daily rate for students.
- 13.8 Nutritional content for all items must be clearly displayed.

SECTION 14.0
Cash Operation And Menu Specifications

- 14.1 Retail Sales
 - A. The Contractor shall conduct an aggressive marketing campaign to promote its food products and services available throughout the campus.
 - B. Sales are dependent on the Contractor's ability to provide excellence in food quality, food service and food display. It is expected that the Contractor will utilize all available resources to attract customers, provide them with an excellent product and service, and identify customer preferences through spot checks, and implement imaginative food specials. This is to be accomplished through imaginative advertising, merchandising, special meals, promotions and questionnaires. Evaluations are to be conducted in all operations to assess product and service quality, once per semester.
 - C. The Contractor will submit menu samples, portion sizes and prices for each retail unit.
 - D. The Contractor shall conduct retail sales from the following locations:
 - 1) Gorilla Crossing is a food court system currently open from 7:30 a.m. through 3:00 p.m., Monday through Thursday and Friday 10:30am – 2:00pm. Lunch stations include: a custom burger to order station; a grab and go station to include pre-made salads, sandwiches, wraps, fruit, yogurt, etc.; submarine sandwich station, display cooking station offering two daily hot items; Pizza Hut Express franchise and soup of the day. The Gorilla Crossing accepts cash, Dining Dollars, Banana Bucks, Credit Cards and Bank debit Cards. The hours of operation are determined by the University.
 - 2) The University Club is located on the lower level of the Student Center in the main programming area of the facility; the game room, mini-theater and performance stage complement this area. The area houses an Einstein's Bagels franchise with full service coffee bar and tex-mex concept. This area accepts cash, Dining Dollars, Banana Bucks, credit cards and bank debit cards. Current hours of operation are Monday through Friday, 7:30 a.m. - 2:00 p.m. The hours of operation are determined by the University.
 - 3) The Axe Grind Coffee shop is located in the Axe Library. This is a full service coffee shop offering baked goods, grab and go salads and sandwiches. This area accepts cash, Dining Dollars, Banana Bucks, credit cards and bank debit cards. Current hours of operation are Mon. – Thur. 8:00 am –5:00 pm; Fri. 8:00 – 1:00 pm; Sun. 3:00 pm – 8:00 pm. The hours of operation are determined by the University.
 - 4) The KTC Café is located in the Kansas Technology Center. This is a grab and go operation offering breakfast sandwiches, baked goods, sandwiches, salads and fountain and bottled drinks. This area accepts cash, Dining Dollars, Banana Bucks, credit cards and bank debit cards. Current hours of operation are Mon – Fri, 8:00 am – 1:30 pm. The hours of operation are determined by the University.

- E. The selling prices to be charged in the retail units shall be determined by mutual agreement between the Contractor and the University.
- F. Except for limited individual charges and catering events, all sales shall be cash, Banana Bucks, Credit Card, Bank Debit Card or Dining Dollars transactions.
- G. The Contractor shall pay the University on a period basis, a fixed percentage of net sales (gross sales less State sales which is collected and paid by contractor) on Dining dollars and cash sales from combined retail operations.

SECTION 15.0
Catering Operation

15.1 Student Center Catering

- A. The contractor shall serve all special catered events in the Student Center and other campus facilities as directed by the Director of the Student Center. The Student Center reservation office shall control the space commitment and scheduling of authorized events. The Contractor shall consult on and coordinate the menu, details of services required, and advise on effective program arrangements required with the individual or organization requesting the service.
- B. The Student Center reservation office shall schedule all food service events after consultation with the catering manager and shall provide the food service with an electronic confirmation of the reserved space.
- C. The Contractor shall at its own expense, have available an extensive list of printed menus as well as an online version designed especially for the Pittsburg State University community complete with prices which can be utilized by customers.
- D. All portion and price lists shall be submitted in writing for approval prior to implementation. No changes shall be made until approved in writing by the Director of the Student Center.
- E. The Contractor may bid on catered events held outside the Student Center, in competition with outside agencies for the right to serve such functions.
- F. The Contractor shall be responsible to bill and handle all collection of billings.
- G. The Contractor agrees to obtain all licenses and permits related to the serving of alcoholic and cereal malt beverages. Further, the contractor agrees to limit serving to those functions requested by the University and Board of Regents procedures.
- H. Unless otherwise approved by the Student Center Director, all dishes, trash, and soiled linen shall be removed by the Contractor from the banquet room immediately following the event as to permit continual utilization of the room.
- I. The University shall prepare the rooms for the Contractor by arranging the tables, chairs, and other equipment in advance so the Contractor has sufficient time to complete banquet preparations prior to the designated serving time.
- J. The Contractor shall provide refreshment service for the various groups using the Overman Student Center. In all cases, the customer should be informed at the time the arrangements are made as to the extent of service to be provided and the prices of the items to be purchased.
- K. All banquets will utilize the 100/105% formula in determining the guarantee and number of meals prepared.
- L. Unless otherwise approved by the Student Center Director, all banquets will be served on a minimum basis of one waitress or waiter for 16 guests for a served meal and one waitress or waiter for 24 guests for a buffet. Should the menu necessitate additional help, the Contractor shall provide sufficient help to provide a high quality of service. Whenever possible, cloth tablecloths and napkins should be utilized. The banquet room will be completely prepared and ready for guests to enter thirty minutes prior to serving.

- M. All waitresses, waiters, and servers should be in uniform. Uniform requirements will be agreed upon by the University and the Contractor annually.
- N. The Contractor agrees to, at the termination or expiration of the contract, return to the University any of the Contractor's records related to pricing, menus and staffing of annually catered events. Examples include; Madrigal Dinners, Homecoming Dinners, Dinner Theater and other University events which might be considered traditional to the University.
- O. Contractor may cater functions outside of the University property and facilities for non-University groups. However, University groups must always super-cede any off-campus commitments.
- P. Food may not be brought into the Overman Student Center by any group or individuals for group consumption other than the Contractor. Exceptions to this policy may be granted by the Student Center Director and should be limited to such items as wedding cakes, and pre-packaged ethnic foods. To better meet the needs of the university, the contractor will be expected to prepare ethnic cuisine as requested from international student groups for catered events. Sack lunches may be brought in by members of the University community for individual consumption and may be consumed in dining areas.

SECTION 16.0
Other Food Service Contract Requirements

- 16.1 There are times the Contractor will be required to provide meal service outside of contracted facilities for events located at the University Lake shelter house, University Oval, Stadium parking lot, and official University events at off campus locations.
- 16.2 The Contractor will be required to provide catering service for all stadium suites in Carnie Smith Stadium (i.e. all home football games, high school playoff games, Shrine Bowl, etc.) The Contractor will develop a suite menu and pricing by mutual agreement with PSU Athletics after receiving input from its suite holder constituents. Additionally, the Contractor will adequately staff, stock (product and supplies) and operate the suite levels. The Contractor will maintain responsibility for operation management, financial accounting, inventory and the cleaning and sanitation of all pantry and storage facilities and food serving equipment. The Contractor will be responsible for the billing and the receiving of all suite accounts. Suite catering does not include the sale of alcoholic beverages to the suites, as suite holders are permitted to stock their own skyboxes.
- 16.3 The contractor may be required to provide a cash meal service event prior to all home basketball games.
- 16.4 The Contractor will be required to be the concessionaire for Pittsburg State's home athletic events. Current home events include football, men's and women's basketball, volleyball, track and field, baseball and softball. The Contractor will provide to PSU Athletics a commission on gross sales after tax. Additionally, the Contractor will adequately staff, stock (product and supplies) and operate the concession stands. The Contractor will maintain responsibility for operation management, financial accounting, inventory and the cleaning and sanitation of all concession facilities. Signage, equipment and hardware are the responsibility of the Contractor. Product selection and product pricing will be by mutual agreement of both the Contractor and PSU Athletics.
- 16.5 The Contractor will be required to provide \$25,000 annually to the University for university programming support and other Campus Life development activities.

SECTION 17.0
Programmatic Responsibilities And Creativity

- 17.1 It is specifically understood that the University may, without interfering with normal food service, use the dining, production, and service areas from time to time for non-catering, non-food service programs and activities, (student testing, dances, etc.) as may be required. Appropriate setup and cleanup shall be undertaken by the University's personnel at no cost to the Contractor. Facilities shall be restored to conditions mutually satisfactory to the Contractor and the University before the next regularly scheduled meal service.
- 17.2 The University shall encourage and cooperate with the Contractor to promote and merchandise their service and products in the fullest to attract students, faculty and staff to enjoy and fully utilize the food facilities. The Contractor, with assistance from the University, shall implement, merchandise and promote these new services and product variations in a manner typical of successful commercial operations. Promotion techniques shall include all campus publicity and advertisement including: paid ads in authorized campus publications, radio announcements, posters, table tents, brochures, and approved point of purchase displays.

- 17.3 The University understanding the role of the College Union as an educational and developmental element to the institution, and the importance of developing a strong campus community will expect the Contractor to support events and activities as well as the philosophy behind these programs to enhance the overall University environment.

SECTION 18.0
Program Evaluation

- 18.1 Designated members of the University and student committees shall meet regularly with the Contractor's Director of Food Service, and/or appropriate unit managers for the purposes of evaluating food service. These meetings should focus on customer comments and providing information which could result in needed changes or improvements. These advisory groups shall assist with food preference surveys, the planning of special nights, review menu cycles, be a taste panel for new items to be served, and in general act as representative(s) to the Contractor and University to communicate reaction to meals and services. The Contractor's off-campus supervisor (i.e. district, regional supervisor) shall attend at least two of these meetings annually. The Chairperson of these committees shall be a University representative.
- 18.2 In the spring of each year the Contractor, at their expense shall conduct a written survey for the board, catering and cash operation. The survey should be designed with University input to evaluate the facilities, food preferences, service, presentation, value, quality, marketing and general overall food program. The University shall assist the Contractor in formulating, conducting, and drawing conclusions from the survey. The survey should be promptly tabulated by the contractor and all results forwarded to the University contract representatives.
- 18.3 The Contractor or their representatives shall meet with student representative groups including the Student Government Association, Residence Hall Assembly and the International Student Association at least once a semester to solicit feedback. The representatives will meet with the Student Center Board of Governors on a monthly basis.
- 18.4 The Contractor shall provide a method for performance evaluation of the Food Service Director.
- 18.5 Annual Planning Retreat: Designated members of the University Management and Contractor Management (including Regional/District Representatives) shall convene on an annual basis to discuss issues and plan for the upcoming year.

Attachment A

Foodservice Schedule for Residence Dining Facilities

2023 Summer School Session I and II

Student Center or Gibson must be available for summer session students. Student will eat at the Student Center during normal hours and at Gibson Dining Hall when facility is open for camps.

2023 Fall Semester

Open: Saturday, August 19 at 11:00 am
Close: Tuesday, November 17 at 2 pm
Open: Monday, November 27 at 7:30am
Close: Friday, December 15 at 2 pm

2024 Spring Semester

Open: Sunday, January 14 at 11:00 am
Close: Friday, March 8 at 2 pm
Open: Monday, March 18 at 7:30 am
Close: Friday, May 10 at 2 pm

Attachment B
Fiscal Sales: Retail, Catering, Concession

Fiscal years run September 1 - August 31	Retail	Catering	Concessions
2022	\$483,082.00	\$332,200.00	\$176,878.00
2021	\$287,569.00	\$51,491.00	\$45,807.00
2020	\$566,659.00	\$277,568.00	\$108,072.00
2019	\$850,161.00	\$402,750.00	\$116,368.00
2018	\$881,602.00	\$484,191.00	\$152,250.00
Total	\$3,069,073.00	\$1,548,200.00	\$599,375.00

Attachment C

Potential Vendor Questions

Potential vendor questions will appear in black.
Answers appear in **bold**.

- 1) The number of Resident Students on each of the meal plans for Spring 2021 and Fall 2021? The actual percent of attendance on average per meal plan per semester?

Meal Plan	Spring 2021	Fall 2021	01/17/21 to 5/07/21	Meal Plan	Average Count	# of meals available	# of meals eaten	% Eaten
7 Day Access	330	475		7 Day Access	**240	**110,00	**30,800	**28.00
5 DAY Access Plus 100 Dining Dollars	271	289		5 Day Access	**360	**46,0000	**22,000	**47.83
			08/21/21 to 12/17/21	7 Day Access	**400	**180,000	**60000	**30.00
1000 Dining Dollars	54	61		5 Day Access	**380	**50,000	**26000	**52.00
	655	825						

**** ESTIMATED**

- 2) By position - the specific wages for the hourly employees. **PSU's current foodservice vendor feels specific payroll information is proprietary financial information. The University concurs with this opinion.**
- 3) The projected cost for the trash pick-ups for fiscal year 2023? **Trash removal in Gibson Dining Hall is \$338/month and Overman Student Center is \$169/month.**
- 4) Are there any major design or general building conditions that should be shared regarding renovations to any of the dining facilities? **No**
- 5) Can you please provide industry specifications of the PSU ID System. **We currently use the CBORD Odyssey system.**
- 6) Will the \$40,000 assessment for repair and replacement be used as a declining balance, with any balance to be credited to the contractor at the end of the contract year; or will the \$40,000 assessment be expected to be paid in whole every year of the contract regardless of the dollar amount for any repairs required? **The \$40,000.00 assessment for R&R is to be paid every year regardless of the dollar amount for any repairs required.**
- 7) What types of programs (PSU or current provider) are currently advising students toward the use of Dining Dollars? Is the school open to additional correspondence to convey recommended uses to convey new program value? **University Housing staff advises students on meal plans.**
- 8) Please clarify whether Dining Dollars are administered as meal equivalencies in the retail locations or are strictly used as a dollar for Dining Dollar declining balance sales. If used as equivalent meals how is it recorded for tax purposes? **It is used as actual cash value and is on a declining balance. Students using Dining Dollars in Gibson are not taxed. Students using Dining Dollars in other locations are taxed as cash sales.**
- 9) Is the number used to determine the calculation for your daily meal rate based upon a cumulative number for all participants, in the three primary meal plans (7, 10 and 14 day)? If not, can you clarify your preferred method. **Yes**
- 28) Is "Steak night any night" included in the \$1000 Dining Dollars plan? **No, it's only provided with the 7 day, 14 and 10 access.**
- 10) Total Residence on campus? **850**
- 11) Total Residents with kitchens? **No hall rooms have kitchens Crimson Village apartment complex has full kitchens – but is not part of meal plans. Crimson Commons has kitchenettes in each apartment.**
- 12) Total enrollment for fall 2022? **5858**
- 13) Total Faculty/Staff? **There are approximately 900 full and part time faculty/staff on campus (not counting student employees).**
- 14) Is there any student labor for food service that is guaranteed and/or reimbursed by the University? **No.**
- 15) Could we have a copy of your current catering guide with pricing?
http://www.gorilladining.com/catering/documents/FlavoursMenu_fall13_web_000.pdf

16) Does the University currently own the CBORD system? **Yes**

17) Is there currently a vehicle used for catering and/or transportation and who owns it? **Yes, owned by the contractor.**

18) Will the University consider alternative meal plan options besides those requested in the RFP? **Yes.**