

EMPORIA STATE UNIVERSITY

REQUEST FOR PROPOSAL (RFP)

RFP Number: 002-24

Date Issued: November 6, 2023

Questions Deadline: December 1, 2023, 2:00 p.m. (CST)

Closing Date: January 12, 2024, 2:00 p.m. (CST)

Procurement Officer: Ashley Brandt

Mailing Address: Emporia State University Purchasing Office
1 Kellogg Circle, Box 4021, Plumb Hall 103M, Emporia, KS 66801

Telephone: 620-341-5137

E-Mail Address: purchaseorders@emporia.edu

Item: Food Services

Agency: Emporia State University (ESU)

Location(s): Emporia, KS 66801

Period of Contract: Contract Award through May 31, 2029.
(with the option to renew for two (2) additional two (2) year periods)

Guarantee: Indefinite Quantity Contract: This Request is for an open-ended contract between a Contractor and ESU 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.

Scope of Work: ESU is issuing this RFP to obtain competitive responses from Contractors to provide Food Services, per the specifications listed in this document. Any additional specifications and addenda are available online at:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>

Questions/Addenda: No-prebid conference is scheduled for this RFP. Questions and requests for clarification of the RFP must be submitted through Vendor Registry or by email to ESU Purchasing at purchaseorders@emporia.edu by December 1, 2023, at 2:00 p.m. (CST).

Impromptu questions may be permitted, and spontaneous unofficial answers provided. However, Contractors should understand that the only official answer or position of Emporia State University will be in writing.

Failure to notify the ESU Purchasing Office of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of ESU. Any modification to this RFP as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum. Only written communications are binding.

Answers to questions will be available in the form of an addendum on the Vendor Registry bidding website: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>. It shall be the responsibility of all participating contractors to acquire any and all addenda and additional information as it is made available from the website cited above. **The Contractors are required to check the website on a regular basis for any additional information, addenda, or instructions.**

Failure to abide by all of the conditions of this Request for Proposal (RFP) may result in the rejection of a bid. Inquiries about this RFP should indicate the RFP number and be directed to the Emporia State University Purchasing Office.

READ THIS REQUEST CAREFULLY

Failure to abide by **all** of the conditions of this Request may result in the rejection of a bid.

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SIGNATURE SHEET

Item: Food Services
Agency: Emporia State University (ESU)
Location: Plumb Hall 103M
Closing Date: January 12, 2024, 2:00 p.m. (CST)

By submission of a bid and the signatures affixed thereto, the Contractor 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 _____
Phone _____ Cell _____ Fax _____
Tax Number _____
E-Mail _____
Signature _____ Date _____
Typed Name _____ Title _____

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

Bidding Process Contact Name _____
Mailing Address _____ City & State _____ Zip _____
Phone _____ Cell _____ Fax _____
E-Mail _____

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

Award Contact Name _____
Mailing Address _____ City & State _____ Zip _____
Phone _____ Cell _____ Fax _____
E-Mail _____

May ESU use the Business Procurement Card (BPC) for contract purchases?
(Refusal will not be a determining factor in the award of this contract.) Yes No

Would this contract be available to other political subdivisions of the State of Kansas?
(Award will not be based on accepting or declining.) Yes No

TAX CLEARANCE

Emporia State University (ESU) strongly supports the State of Kansas Tax Clearance Process. Contractors submitting bids or proposals which exceed \$10,000 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 the Contractor's bid or proposal.

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:

- Go to <http://www.ksrevenue.org/taxclearance.html> to request a Tax Clearance Certificate.
- Return to the website the following working day to see if KDOR will issue the certificate.
- If issued an official certificate, print it, and attach it to your bid response.
- If denied a certificate, engage KDOR in a discussion about why a certificate was not issued.

***Please Note:** Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.*

***Please Note:** You will need to sign back into the KDOR website to view and print the official tax clearance certificate.*

Contractors (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

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

Information about Tax Registration can be found at the following website: <http://www.ksrevenue.org/busregistration.html>.

The ESU Purchasing Office reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the ESU Purchasing Office reserves the right to notify a Contractor (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or ESU may proceed with an award to the next lowest responsive bidder, whichever is determined by the Purchasing Director to be in the best interest of ESU and the State.

**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 that 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

REFERENCES

Provide four (4) references. References shall have purchased similar items/services from the Contractor in the last year. Contractor employees and Emporia State University (ESU) shall not be shown as references.

1. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

2. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

3. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

4. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

Duplicate as needed.

CONTRACTOR RESPONSE CHECKLIST

The following items are provided to assist bidders in ensuring all requirements are met and all required submissions are included with the bid. Contractors are instructed to utilize this **list, including Addenda Acknowledgement, and include it with their bid submission.** To ensure fair and accurate evaluation, page numbers indicating the location of your response within your bid shall be included, where indicated.

Technical and cost proposals, including other supporting documents:

- Signature Sheet Page 4
- Copy of the Tax Clearance Certificate from the Kansas Department of Revenue Page 5
- Signed Certification Regarding Immigration Reform and Control Form Page 6
- References Page 7
- W-9 (form can be found at <http://www.irs.gov/>)

Addenda Acknowledgement: The Contractor acknowledges receipt of the following addenda:

Addendum No. _____, _____, _____, _____.

Signature acknowledging receipt of addenda Date

Questions/Addenda: Questions and requests for clarification of the RFP must be submitted by email to the attention of the ESU Purchasing Office at purchaseorders@emporia.edu by **December 1, 2023, at 2:00 p.m. (CST)**. Each question or clarification should reference the appropriate RFP section.

Supplier’s bid response: must be submitted no later than **2:00 p.m. (CST)**, on or before **January 12, 2024**.

Please submit bid responses by the way of ESU’s Vendor Registry e-Bidding Portal by registering your business then submitting the bid document(s) at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>

Technical assistance will be provided by contacting Vendor Registry at 844-802-9202 or cservice@vendorregistry.com

If complications continue to arise, email or carrier mailed submissions will also be accepted. Please allow ample time for submissions as late proposals are not considered.

SECTION I - INSTRUCTIONS

1. Proposal Reference Number: The RFP number, indicated in the header of this document, 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 Emporia State University Purchasing Office reflected on Page 1 of this proposal. There shall be no communication with any other Emporia State University (ESU) employee regarding this RFP except with designated ESU participants in attendance **ONLY DURING:**

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by the Contractor or ESU personnel may result in the rejection of the proposal.

2. Negotiated Procurement: This is a negotiated procurement pursuant to K.S.A. 75-37,102. The final evaluation and award will be made by The Procurement Negotiation Committee (PNC) composed of individuals from appropriate departments or their designees with the Director of Purchasing as the Chair of the PNC.

3. Appearance Before Committee: Any, all, or no Contractors may be required to appear before the PNC to explain the Contractor'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 Contractors as needed. If information is requested, the PNC is not required to request the information of all Contractors.

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

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

4. Cost of Preparing Proposal: The cost of developing and submitting the proposal is entirely the responsibility of the Contractor. 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.

5. Tax Clearance: ESU strongly supports the State of Kansas Tax Clearance Process. The Contractors submitting bids or proposals which exceed \$10,000 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 the Contractor's bid or proposal. Tax Clearances may be obtained at the following website: <http://www.ksrevenue.org/taxclearance.html>. See page 5 for instructions.

6. Preparation of Proposal: Prices are to be entered in the spaces provided in [Appendix I](#) Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any price quotes provided by the Contractors. The Contractor shall be responsible for any mathematical error in price quotes. The PNC reserves the right to reject proposals which contain errors.

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 Contractor, competitor, or public officer/employee.

7. **Signature of Proposals:** Each proposal shall give the complete mailing address of the Contractor and be signed by an authorized representative by original signature with their 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 Contractor's tax number.
8. **Acknowledgment of Addenda:** All Contractors shall acknowledge receipt of any addenda to this RFP by filling out and signing the Contractor Response Check-List page, including the Addenda Acknowledgement, and returning it with their bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Only the ESU Purchasing Office shall issue changes to this RFP, which will be in writing.
9. **Modification of Proposals:** A Contractor may modify a proposal by letter format to purchaseorders@emporia.edu or mail at any time prior to the closing date and time for receipt of proposals.
10. **Withdrawal of Proposals:** A proposal may be withdrawn on written request attachment from the Contractor to the ESU Purchasing Office at purchaseorders@emporia.edu (or mail) prior to the closing date.
11. **Competition:** The purpose of this RFP is to seek competition. The Contractor shall advise the ESU Purchasing Office if any specification, language, or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the ESU Purchasing Office no later than five (5) business days prior to the bid closing date. The ESU Purchasing Office reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.
12. **Evaluation of Proposals:** Award shall be made in the best interest of ESU as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
 - Cost (Contractors 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. ESU reserves the right to award the lowest responsive bidder without conducting formal negotiations, if authorized by the PNC.)
 - Adequacy and completeness of proposal
 - Contractor's understanding of the project
 - Compliance with the terms and conditions of the RFP
 - Experience in providing like services
 - Qualified staff
 - Methodology to accomplish tasks
 - Response format as required by this RFP
13. **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.
14. **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 ESU Purchasing Office by sending (do not include with bid):

- A check for \$3.00, payable to Emporia State University
- A self-addressed, stamped envelope
- RFP Number

Send Request for Bid Tabulation to:
Emporia State University Purchasing Office
1 Kellogg Circle, Campus Box 4021
Emporia, KS 66801

Copies of individual proposals may be obtained under the Kansas Open Records Act. ESU's KORA Policy is available at: <http://www.emporia.edu/about/kora.pdf>. Please see below for instructions to request an estimate of the cost to reproduce the documents. Upon receipt of the funds, the documents will be mailed. You may also request to review the proposal file. Please contact the Custodian of Records indicated below to set up an appointment. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

ESU asks that you submit a written request to obtain public records. Please include your name, contact information, and a specific description of the records you are requesting. Make your request as specific as possible to expedite the process.

Mail your request(s) to:
General Counsel and ESU KORA Custodian of Records
Office of General Counsel
1 Kellogg Circle, Box 4001
Emporia, KS 66801
kora@emporia.edu

- 15. Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of ESU. The **Kansas 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. (See: <http://da.ks.gov/purch/KSOpenRecAct.doc> and <http://www.emporia.edu/about/kora.pdf>). No proposals shall be disclosed until after a contract award has been issued. ESU reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late 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 Contractor'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 Contractor shall provide detailed written documentation justifying why this material should be considered "Proprietary." The ESU Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

ESU does not guarantee protection of any information which is not submitted as required.

- 16. Exceptions:** By submission of a response, the Contractor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the proposal to be entitled: "Exceptions".
- 17. Notice of Award:** An award is made on execution of the written contract by all parties.
- 18. News Releases:** Only ESU is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.

SECTION II - PROPOSAL RESPONSE

1. Submission of Proposals: Contractor’s proposal shall consist of:

- Technical Proposal
- Cost Proposal ([Appendix I](#))
- Completion of Contractor Response Checklist
- Signature sheet
- Tax Clearance Certificate
- Certification Regarding Immigration Reform & Control
- W-9

Contractor's proposal shall be received no later than 2:00 p.m., Central Standard Time, on the closing date indicated on Page 1:

Emporia State University Purchasing Office
purchaseorders@emporia.edu
RFP# 002-24
January 12, 2024

Emporia State University Purchasing Office
1 Kellogg Circle
Campus Box 4021
Emporia, KS 66801

Bid opening will be at: Emporia State University Purchasing Office, 1 Kellogg Circle, Plumb Hall 103M, Emporia, KS 66801 following bid closing.

Faxed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. Emporia State University (ESU) shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and not receive consideration.

It is the Contractor’s responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

2. Proposal Format: Contractors are encouraged to prepare their Technical Proposal following the same sequence as this RFP.

3. Transmittal Letter: All Contractors shall respond to the following statements:

- The Contractor is the prime contractor and identifying all subcontractors?

- The Contractor is a corporation or other legal entity?

- Has an attempt been made or will be made to induce any other person or firm to submit or not to submit a proposal?

- The Contractor does **not** discriminate in employment practices (see ESU-146a #5 page 25 for the full description).

- Cost or pricing information has been included in the transmittal letter or the Technical Proposal?

- The Contractor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict?

- The person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements?

- Contractor agrees that any lost or reduced state or federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in ESU payments to Contractor?

- The Contractor has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

Accept **Reject**

- Disclaimer: There is a reasonable probability that the supplier is or will be associated with any parent, affiliate, or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the Contractor which would relate to the performance of this contract. If the statement is in the affirmative, the Contractor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers, and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the Contractor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the ESU.

Accept **Reject**

4. **Contractor Information:** The Contractor must include a narrative of the Contractor's corporation and each subcontractor if any. The narrative shall 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. resources assigned to this project and the extent they are dedicated to other matters;
 - e. organizational chart;
 - f. a financial statement may be required.
5. **Qualifications:** A description of the supplier's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The Contractor must be an established firm recognized for its capacity to perform. The Contractor must have sufficient personnel to meet the deadlines specified in the RFP.
6. **Timeline:** A timeline for implementing services must be submitted with the bid.
7. **Methodology:** Contractors shall submit, with the bid, a detailed explanation of the methodology for implementing services.
8. **Technical Literature:** All bids shall include specifications and technical literature sufficient to allow ESU to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Bid responses without sufficient technical documentation may be rejected.
9. **Procurement Card (P-Card):** Presently, ESU uses a State of Kansas Business Procurement Card (Visa-branded) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card. **Please indicate on the Signature Sheet if you will accept the Business Procurement Card for payment.**

SECTION III - TERMS AND CONDITIONS

- 1. Documents:** This RFP, any amendments, the response, and any response amendments of the Contractor, and the ESU-146a (Rev. 07-19) Contractual Provision Attachment shall be incorporated 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:

- a) Form ESU-146a (Rev. 07-19) (attached)
 - b) written modifications to the executed contract
 - c) written contract signed by all parties
 - d) this RFP including any and all addenda
 - e) any supporting manuals/documents that have been incorporated in this Request
 - f) contractor's written proposal submitted in response to this Request as finalized
- 2. Contract:** The successful Contractor will be required to enter a written contract with Emporia State University (ESU). The Contractor agrees to accept the provisions of ESU-146a (Rev. 07-19) Contractual Provision Attachment which is incorporated into all contracts with ESU and is attached to this RFP.
 - 3. Contract Formation:** No contract shall be considered to have been entered into by ESU until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful Contractor.
 - 4. 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 LETTER FORMAT as an attachment to an email (or mail)** and addressed as follows:

Purchasing Office
Emporia State University
RFP# 002-24
Food Services
purchaseorders@emporia.edu

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

- 5. Termination for Cause:** ESU and/or its Purchasing Office 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;
 - the Contractor provides substandard quality and/or workmanship;
 - the Contractor fails to perform any of the provisions of this contract; or
 - the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

ESU 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 ESU may authorize in writing), ESU shall issue the Contractor a written order to stop providing food services or any other work contracted for herein. ESU, at its sole discretion, shall determine the date/time by which Contractor shall stop providing food services or any other work, and shall inform Contractor of said date/time within the written order. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of 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 may be considered a termination for convenience.

6. **Termination for Convenience:** ESU may terminate performance of work under this contract in whole or in part whenever, for any reason, ESU determines at its sole discretion that the termination is in the best interest of ESU. In the event that ESU elects to terminate this contract pursuant to this provision, ESU shall provide the Contractor with written notice at least 90 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 not terminated by the notice.
7. **Debarment of University Contractors:** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this contract 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 pursuant to K.S.A 75-37,104.
8. **Rights and Remedies:** If this contract is terminated, ESU, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to ESU in the manner and to the extent directed, any completed materials. ESU shall be obligated only for services and materials rendered and accepted before the termination date.

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 ESU subject to any offset by ESU for actual damages including loss of state or federal matching funds.

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

9. **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.
10. **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 ESU shall not constitute a waiver.
11. **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.

12. **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 contract specifications may result in termination of this contract and/or damages.

13. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. ESU will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is completely 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.
14. **Proof of Insurance:** Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the ESU Purchasing Office or other designated ESU office.

- 15. 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 ESU and who are providing services involving this contract or services similar in nature to the scope of this contract to ESU. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any ESU employee who has participated in the making of this contract until at least two years after his/her termination of employment with ESU.
- 16. Confidentiality:** The Contractor may have access to private or confidential data maintained by ESU to the extent necessary to carry out its responsibilities under this contract. The Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. The Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. The Contractor may be required to agree to additional confidentiality terms and execute related documentation. No private or confidential data collected, maintained, or used throughout the performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. The Contractor must agree to return any or all data furnished by ESU promptly at the request of ESU in whatever form it is maintained by the Contractor. On the termination or expiration of this contract, the Contractor will not use any of such data or any material derived from the data for any purpose and, upon instruction by ESU, will destroy or render it unreadable.
- 17. 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.
- 18. 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 for cause.
- 19. Hold Harmless:** The Contractor shall indemnify and otherwise hold harmless ESU and the Memorial Union Corporation of Emporia State University (Memorial Union) 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.
- ESU 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 ESU's right to recover against third parties for any loss, destruction, or damage to State property.
- 20. Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned and Memorial Union-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor will reimburse ESU and/or the Memorial Union for such property's loss or damage caused by the Contractor, normal wear and tear excepted.
- 21. 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 ESU employee at any time.

22. Retention of Records: Unless ESU specifies in writing a different period of time, the Contractor agrees to preserve and make available all 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 ESU or 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 within five (5) business days at no cost to ESU.

23. Antitrust: If the Contractor elects not to proceed, the Contractor assigns to ESU 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 ESU relating to the particular products or services purchased or acquired by ESU pursuant to this contract.

24. Modification: This contract shall be modified only by the written agreement of the parties with the approval of the PNC. 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.

25. Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of ESU.

This contract may terminate in the event of its assignment, conveyance, encumbrance, or other transfer by the Contractor without the prior written consent of ESU.

26. Third Party Beneficiaries: This contract shall not be construed as providing an enforceable right to any third party.

27. 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.

28. 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.

29. Governing Law: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Emporia, Lyon County, Kansas, unless otherwise specified and agreed upon by ESU.

30. Jurisdiction: The parties shall bring all legal proceedings arising hereunder in the State of Kansas, District Court of Lyon County, unless otherwise specified and agreed upon by ESU. 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. The Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with ESU and need not be reserved, but prudence requires the University to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

31. 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.

- 32. 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.
- 33. Injunctions:** Should ESU 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 ESU, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
- 34. Statutes:** 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.
- 35. Materials and Workmanship:** While the Memorial Union supplies the facilities and most major equipment, the Contractor shall perform all work and furnish all supplies, materials, machinery, and means necessary to complete all the work required by this Contract, 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 ESU said issue is due to imperfection in material, design, workmanship, or contractor fault.
- 36. 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.
- 37. Federal, State and Local Taxes:** Unless otherwise specified, the RFP price shall include all applicable federal, state, and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. **ESU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the supplier's price quotation.** Upon request, ESU shall provide the Contractor with a certificate of tax exemption.

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

- 38. Accounts Receivable Set-Off Program:** If, during the course of this contract, the Contractor is found to owe a debt to the State of Kansas, agency payments to the supplier may be intercepted/setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq., the Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor 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 Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

39. Immigration and Reform Control Act of 1986 (IRCA): All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (see certification on page 6). 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 ESU'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 ESU any documentation or other such evidence to verify the Contractor's IRCA compliance with any provision, duty, certification or like under the contract.

40. Worker Misclassification: The contractor and all lower tiered subcontractors under the contract shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

41. HIPAA Confidentiality: Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), ESU is a covered entity under the act and therefore the Contractor is not permitted to use or disclose health information in ways that ESU 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 ESU 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.

42. Off-Shore Sourcing: Suppliers 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 ESU Purchasing Office in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work relocated. ESU must approve any changes prior to work being relocated. Failure to obtain ESU's approval may be grounds to terminate the contract for cause.

43. On-Site Inspection: Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to ESU and/or the Memorial Union any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract. Submission of a bid shall be construed as evidence that the supplier has made the necessary examination, inspection, and investigation. Failure to properly inspect the site may result in rejection of the supplier's bid.

44. 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 ESU and the Memorial Union to pay the full amount due for goods or services on or before the 30th calendar day after the date such goods or services were received, or after the bill for the goods and services is received, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and ESU or the Memorial Union.

NOTE: If the 30-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 Contractor's response.

- 45. Invoices:** Each purchase order must be individually invoiced and shall state the following:
- date of invoice;
 - date of shipment (or completion of work);
 - purchase order number and contract number;
 - itemization of all applicable charges; and
 - net amount due.
- 46. Unit Pricing:** Each item required by the bid must be individually priced (i.e., priced per single unit) and be able to be ordered individually.
- 47. Upgrades:** The Contractor shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.
- 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 ESU and/or the Memorial Union's receiving docks 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.
- 49. Deliveries:** All orders shall be shipped FOB destination, prepaid and allowed, and clearly marked with the purchase order number. The designated destination point shall be marked on the purchase order, or in its absence, shall be delivered to the Memorial Union's receiving dock. If delays in delivery are anticipated, the Contractor shall immediately notify ESU and/or the Memorial Union of the revised delivery date or partial delivery date. The order may be cancelled if the delivery time is unsatisfactory. The Contractor shall inform the ESU Purchasing Office of any supply or delivery problems. Continued delivery problems may result in termination of the contract.
- In the event delivery minimums apply, bidders shall submit that information with their bid response.
- 50. Charge Back Clause:** If the Contractor fails to deliver the product within the delivery time established by the contract, ESU 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.
- 51. Demonstration Requirements:** A demonstration of the selected devices/equipment/solution for ESU may be required before final contract approval. ESU reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to ESU within ten (10) days after receipt of request. Devices/equipment will be returned at the Contractor's expense if not consumed during the evaluation process.
- 52. Subcontractors:** Kansas Statute K.S.A. 75-3741, as amended, requires the Contractor 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.
- ESU requires tax clearance certificates for all subcontractors to be submitted with the proposal and that the Contractor also provide subcontract(s) legal company name, contract information and tax ID number (FEIN/TIN).
- 53. Equipment:** All proposed equipment, equipment options, and hardware expansions must be identified by the manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.
- 54. Implied Requirements:** All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the products and services functional shall be identified in the supplier's response.

- 55. Warranty:** The Contractors shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. ESU requires a “standard” warranty of 365 days, or one (1) year, whichever is greater, unless otherwise indicated. This warranty shall be included in the cost of the equipment.

The Contractor will be the sole point of contact on any problems with the equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of the ESU Purchasing Office said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

- 56. Acceptance:** No contract provision or use of items by ESU shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.
- 57. Ownership:** All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Contractor under this contract shall be owned by ESU. The Contractor may not release any materials without the written approval of ESU.
- 58. Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order, Work Order, or P.O. issued under this Contract, shall become the sole property of ESU. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to ESU.
- 59. 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 ESU.
- 60. Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the supplier 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 proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by the Contractor at no additional cost to ESU.
- 61. 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 supplier'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 suppliers 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 ESU and if not destroyed in the evaluation process, shall be returned at supplier's expense, if requested. ESU reserves the right to determine and approve or deny “equivalency” in comparison of alternate bids.
- 62. Certification of Materials Submitted:** The response to this RFP, together with the specifications set forth herein and all data submitted by the Contractor 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 Contractor and ESU. 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.

- 63. Graphic Identity Standards and Use of University Marks:** Compliance with ESU Graphic Identity Standards and Use of University Marks Policies is required and may not be waived with equivalents.
- 64. Inspection:** ESU reserves the right to reject, on arrival at destination, any items which do not conform with the specification of the Contract.
- 65. New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by the Contractor 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.
- 66. Contractor Contracts:** The Contractor must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the supplier would propose to incorporate into the contract generated from this RFP. (Form ESU-146a remains a mandatory requirement in all contracts.)
- 67. Contract Price:** Contracts are awarded to take advantage of volume discount pricing for goods and services that have a recurring demand. However, if ESU locates a supplier that can provide the identical item at a lower price, a waiver to “buy off contract” may be granted by ESU’s Controller.
- 68. Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to ESU to allow for a functional transition to another supplier.
- 69. Award:** Award will be by line item or group total, whichever is in the best interest of ESU.
- 70. Acceptance:** Acceptance of Bid and Agreement is formalized upon execution of a contract, which incorporates all terms of this RFP, and corresponding execution of ESU marks licensing agreement by the parties.

SECTION IV - SPECIFICATIONS

BACKGROUND AND SCOPE

1. **Background:** Emporia State University (ESU) was originally established by state statute in 1863 as the Kansas State Normal School to furnish teachers for the state. It became widely known for its emphasis on preparing teachers and serving the public schools. Since its original founding as the Kansas State Normal School, the University has experienced four name changes, with the title Emporia State University (ESU) attached during 1977 in response to the University’s growth and relationship to the broad-based services it provides to the students and the citizens of Kansas. ESU has evolved into a comprehensive regional university, utilizing the classic definition of comprehensive as an institution with a primary emphasis on undergraduate education, offering a significant number of master’s degrees, and a limited number of doctoral degrees.
2. **Mission:** Located in the heart of the Kansas Flint Hills, ESU’s mission statement specifies that the University prepares students for lifelong learning, rewarding careers and adaptive leadership. The University has four core values: excellence, respect, responsibility, and service. ESU envisions itself as changing lives for the common good.

| | Number of students in Halls | Number of students on Meal Plans | % of on campus enrollment |
|--------------------|------------------------------------|---|----------------------------------|
| Fall 2023 | 600 | 584 | 24.4% |
| Spring 2023 | 620 | 609 | 25% |
| Fall 2022 | 669 | 670 | 23.9% |
| Spring 2022 | 527 | 520 | 19.6% |
| Fall 2021 | 554 | 533 | 18.6% |
| Spring 2021 | 571 | 678 | 19.5% |
| Fall 2020 | 628 | 673 | 18.9% |
| Spring 2020 | 720 | 721 | 22.4% |
| Fall 2019 | 782 | 799 | 21.5% |
| Spring 2019 | 717 | 706 | 21.3% |
| Fall 2018 | 787 | 800 | 20% |

3. **Enrollment:** ESU enrolls approximately 4,900 students per semester, with approximately 52 percent undergraduate and 48 percent graduate students. The University staff and faculty total approximately 725.
4. **Schools and Colleges:** ESU is organized into 8 Schools and Colleges and 1 Institute.
 School of Applied Health Sciences
 School of Business & Technology
 School of Humanities & Social Sciences
 School of Library and Information Management & Library and Archives
 School of Science & Math
 School of Visual & Performing Arts
 Honors College
 The Teachers College
 Institute of Interdisciplinary Studies

The University confers a comprehensive array of bachelor's and master's degrees. Additionally, it confers a doctorate degree in Library and Information Management.

KEY PRIORITIES

ESU is seeking a Dining Services partner to create an affordable and excellent campus dining experience for students, alumni, faculty, and staff. Creation of this environment will require the successful company to dedicate strategic, operational, and financial resources. The Memorial Union has developed the following important Key Priorities and Submittal Requirements for the contract. The successful Contractor will be the one whose proposal reflects the most creative and comprehensive understanding of these priorities, in conjunction with financial terms that are adequate to support the resource needs of the Memorial Union in operating the Dining Program.

5. **Management:** The Memorial Union seeks professional management vitally interested in the special opportunities and challenges inherent in a university dining services operation. The Memorial Union will exercise its right to continuously monitor the dining services program but wishes to establish a partnership that will minimize the need for Memorial Union intervention in the process of managing the dining services.
6. **Partnership:** The relationship between the Memorial Union 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 services management personnel. Management must be professionally seasoned, innovative, vigorous, student development oriented, and imaginative.
7. **Proposal Guidelines:** 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 ESU.
8. **Priorities and Goals:** Of highest priority for ESU are high standards of service, excellent food quality and presentation, reasonable prices, flexibility to meet changing customer needs, maximum serving hours and dependable service that are a consistent source of pride and enjoyment to all involved. The overall goal is to achieve the best quality program obtainable within the existing and attainable fiscal and physical framework of the Memorial Union resources. Management which provides such a program reflective of the Memorial Union's goals will find ESU and the Emporia community a warm, stimulating environment within which to work and live.
9. **Success:** Although financial success is important, the overall success of the food services program, as judged by the University community, hinges on providing a holistic approach toward dining services, including high quality food, reasonable prices, dependable service, and a flexible, cooperative attitude.

RESIDENTIAL DINING PROGRAM REQUIREMENTS

The Contractor will provide a thoughtfully crafted all-you-care-to-eat residential dining program designed to encourage participation and build community, and that includes:

10. **Menu:** The Contractor shall provide a menu strategy that includes whole meat, vegetarian, and vegan proteins and “center of the plate” entrée choices at every meal, without over-reliance on processed foods and carbohydrate-based entrees.
11. **Cycles:** The Contractor shall provide a minimum 6-week entrée menu cycle. The Contractor shall provide no cycle menu entrée duplication between lunch and dinner on the same day, or from day to day. The contractor shall submit menus 4 weeks in advance for approval to the Memorial Union Director.
12. **Menu App:** The Contractor shall post the daily menus with nutritional information using an app that is available and accessible to students and the campus community. Menus will be posted a week in advance and shall be continuously maintained by the Contractor to assure complete accuracy.
13. **Food Standards:** The Contractor shall provide all food and supplies purchased in compliance with the specified standards of Federal and State specifications. The Memorial Union shall periodically, or as deemed necessary, inspect the Contractor's inventory of food and supplies to determine if purchase standards are maintained.

14. **Cook to Order:** The Contractor shall provide just-in-time or cook-to-order food preparation wherever feasible.
15. **Allergen Free:** The Contractor shall provide provision of an allergen free service point (including, but not necessarily limited to, gluten, lactose, nut, and shellfish free). To serve those with allergies and specific dietary needs, this service point will include unseasoned meat selection, unseasoned vegetable, and unseasoned starch.
16. **Marketing:** The Contractor shall provide merchandising and food presentation that showcases the products offered and has strong positive visual appeal. The Contractor will market meal plan options and special events surrounding food service.
17. **Special Events:** The Contractor shall provide a commitment to regularly scheduled special event programming.
18. **Residential Life Special Events:** Upon adequate notice, the Contractor shall provide food and service for large and small groups of contract students for residence hall and/or campus events consistent with the number of meals to which members of the group are entitled under the respective meal plans they have individually chosen.

Residential Dining Program Submittal Requirements

Provide your proposed service concepts for **The Nest** Residential Dining facility, as follows:

19. **Menus:** Provide a full menu for each service platform and for service platforms that feature a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu. Note: Cycle menus requested above may be provided as an attachment to the proposal.
20. **Food Quality Standards:** Describe the food quality grade and standards that you will use for food (i.e., meat, produce, milk, eggs, lettuce, etc.).
21. **Food Service Platform:** Describe service programs for open grilling, service islands, branded concepts, etc. you intend to incorporate.
22. **Signage:** Provide a sample of each platform identification signage.
23. **Food Offering Signage:** Provide sample signage identifying the food offerings at the point of service. This signage should include nutrition and allergen labeling and be accessible.
24. **Student Needs:** Describe the process you utilize to ensure the residential dining program is responsive to student needs and preferences (i.e., vegetarian meals, medical-related special nutritional needs, meals, religious observances, etc.).
25. **Management:** Explain line and volume management when a station has a larger than expected crowd. Explain communication during meal service to expedite restocking and other issues that arise.
26. **Hours of Operation:** Identify the proposed service hours and operating days for the facility. Minimum service hours to be the same as Academic Year 2023-2024, and proposed hours should accommodate the varying schedules of the residential customer.
27. **Sick Meals/To Go Meals:** Describe your program for sick meals, “to go” meals (hot and cold), and how you approach scheduling conflicts.
28. **Reusable “To Go” Containers:** Provide information regarding a reusable “to go” container and describe how the program will operate including any initial costs to customer.
29. **Technology:** Describe technology used with residential dining that goes beyond digital signage and posting of menus/nutritional information.
30. **Late Night:** For late night residential dining services, provide a menu of proposed offerings, days available, and describe the pricing model (a la carte, meal swipe, etc.).

31. **Special Events:** ESU desires the Contractor to promote and support special events/programs throughout the year at residential dining, including theme and holiday events. Provide a description and proposed “typical semester” calendar of special events/programs you propose.
32. **Diverse diets:** Describe how you would approach working with the diverse diet expectations of our international student population, including religious observances.
33. **Renovations:** Do you propose renovations to **The Nest** dining facility? If yes, please describe.

MEAL PLAN REQUIREMENTS

Satisfaction with dining services significantly impacts the retention of students in the residence halls. The Contractor is expected to work closely with the Memorial Union Director and Residential Life Director to establish and maintain an attractive, creative dining service operation that is a consistent source of pride and enjoyment to all concerned. The successful Contractor will need to propose a program that is both attractive to patrons and consistent with the fiscal and physical resources at hand.

34. **Plan Participation:** All students living in university-owned housing are required to participate in a board plan program. First year students are required to live in university owned housing. The Memorial Union may grant a student an exemption from the meal plan requirement for medical, religious, or other extraordinary and compelling personal circumstances.
35. **Service Days:** The total number of service days for the academic year is 236. Specific dates and meals served will be determined annually and mutually agreed upon. Should the University calendar change, these service dates shall be renegotiated between the Memorial Union Director and the Food Service Director.
36. **2024-2025 Meal Plans approved by Kansas Board of Regents and available to students entering Fall 2024.**

First time, on-campus, residence hall students have the following two meal plan options presently:

All-Access Plan:

This meal plan allows unlimited access to the Hornets Nest (The Nest) as well as 5 guest meal swipes per semester. This plan also includes \$125 Dining Dollars per semester which are already included in the plan's price. Dining Dollars can be used at any dining location, including The Nest, Hornet Express, Starbucks, and Buzzcotti.

Block 150 Meal Plan:

This plan allows 150 meals per semester in The Nest. Students may enter The Nest as frequently as they wish during hours of operation. This allows flexibility on the number of meals they may eat per day or week. This plan also includes \$325 Dining Dollars per semester which are already included in the plan's price. Dining Dollars can be used at any dining location, including The Nest, Hornet Express, Starbucks, and Buzzcotti.

Transfers and returning students can pick from above options or the option below:

Block 65 Meal Plan:

This plan allows 65 meals per semester in The Nest. Students may enter The Nest as frequently as they wish during hours of operation. This allows flexibility regarding the number of meals you may eat per day or week. This plan also includes \$275 Dining Dollars per semester which are already included in the plan's price. Dining Dollars can be used at any dining location, including The Nest, Hornet Express, Starbucks, and Buzzcotti.

Commuter Plan:

The Commuter Plan is available to any member of the campus community — students, faculty, and staff. Commuter Plans are sold on a semester-by-semester basis. The plan includes a total of 75 meals that can be used in The Nest, Hornet Express, Starbucks and Buzzcotti. If the cost of the meal exceeds \$7 in any retail location, the buyer will need to pay the difference. The cost of the Commuter Plan is \$515 per semester.

Meal Plan Submittal Requirements

37. **Meal Plans:** Provide your ideal meal plans to be considered for 2025-2026 academic year of the contract, along with all terms and conditions (e.g., number of guest passes, meal exchange program, meal equivalency program, rollover of declining balance dollars, etc.):
- a. Mandatory Resident Plans
 - b. Voluntary Commuter Plans
 - c. Faculty/Staff Plans
 - d. Summer Plans

RETAIL PROGRAM REQUIREMENTS

38. **Marketing:** The Contractor shall conduct an aggressive marketing campaign to promote its food products and services available throughout the retail locations. Use of merchandising and food presentation techniques that showcase the products offered and have strong eye appeal.
39. **Quality:** 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, identify customer preferences through spot checks, and implement imaginative food specials. This is to be accomplished through strategic advertising, merchandising, special meals, promotions, and questionnaires. Evaluations are to be conducted in all operations to assess product and service quality, once per semester.
40. **Locations:** The Contractor can conduct retail sales from the following locations:
- a. Hornet Express is a food court system. Current hours of operation are Monday – Friday, 8:00am-7:00pm. Retail locations include: a grill concept, submarine sandwich station; Mexican station; and a grab and go to include pre-made salads, sandwiches, wraps, fruit, yogurt, etc.
 - b. Starbucks is a fully licensed location. Current hours of operation are Monday - Friday, 7:00am-7:00pm.
 - c. Buzzcotti is presently a smoothie bar and healthy convenience store location. Current hours of operation are Monday – Friday, 11:00am-3:00pm.
 - d. Slice of Life is a pizza/pasta and grab-and-go retail location. No current hours established.
41. **Pricing:** The selling prices to be charged in the retail units shall be determined by mutual agreement between the Contractor and the Memorial Union. Retail and grocery pricing to the consumer must be competitive in the local market. Requests for price adjustments must be justified in writing and received by the Memorial Union no later than March 1 to become effective August 1 of that same year.
42. **Assessment:** The Contractor shall assess the success of existing retail concepts and implement new concepts and/or refresh existing concepts over the life of the contract.
43. **Commission:** The Contractor shall pay the Memorial Union on a period basis, a fixed percentage of commissionable sales (gross sales less sales tax paid by the Contractor to any government agency which was collected from customers and to the extent included in gross sales), which is based on all combined retail operations and includes sales purchased by cash/check, credit card, debit card, declining balance, and departmental purchases that aren't using a catering credit.

Retail Program Submittal Requirements

44. **Retail Outlets:** Each retail operation should reflect maximum creativity and range of choice that will accommodate a diverse clientele and their nutritional needs while balancing quick service, high quality, and convenience. Attention should be paid to the desires of today's customer—quality products, speed of service, and variety at a fair price are paramount, as well as the ability to take food “to go.” For each Retail Dining outlet, provide:

- a. Proposed service concept, including the style of service (quick service, waiter service, etc.), menu with key portion sizes, and brand identity. For locations that feature a cycle menu, indicate the number of weeks in the cycle and provide the proposed cycle menu.
 - b. Provide proposed service hours, days of operation and total number of annual operating days. Minimum service hours to be the same as Spring 2024, and operating hours should accommodate the lifestyles of the campus community with extended night and weekend hours.
 - c. Provide a sample of each concept signage and the menu signage (without pricing).
 - d. Provide samples of nutrition and allergen labeling at each service point.
 - e. Provide information regarding 'to go' packaging. Indicate the packaging items that are: recyclable and compostable.
 - f. Provide details as to the items available in a meal exchange program if such program is offered.
 - g. Provide specific proposed promotional calendar of special events/programs for the first year of the contract.
45. **National/Regional Brand:** If a national/regional brand is proposed, for each national/regional brand describe any limitations that would need to be in place as compared to other locations for the brand in the commercial side of the industry. Including:
- a. Use and redemption of loyalty programs/rewards.
 - b. Use of non-traditional payment applications (i.e., apple pay).
 - c. Acceptance of brand gift cards.
 - d. Any other components that would not be available in a campus dining setting.
46. **Menu Pre-Order App:** Describe your use of a menu pre-order app, which is required for retail locations.
- a. Describe how the menu pre-order app will function for the users when placing retail orders.
 - b. Indicate the method and location (within the facility) for order pick-up by the customer, for each facility recommended.
47. **Special Events:** Provide a Special Events matrix that indicates specific events and even events yet to be named, the dining locations that would be open and the hours of operation on the special event day.
48. **Marketing Plan:** Provide a sample calendar and marketing plan for faculty, staff, and students for one academic year for the retail dining program that will be implemented with hours of operation that match the lifestyles of the campus community.
49. **Student Dining Needs:** 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 using dining dollars. The goal is to bring the "purchasing power" of the residence hall dining students to the retail setting. This will prop up the retail business and provide students with variety that reduces the routine of eating exclusively in the Nest.
50. **Redevelopment:** Please provide a redevelopment proposal, i.e., space, programming, etc., for the following retail locations:
- a. Slice of Life location
 - b. Buzzcotti location
 - c. Hornet Express
 - d. Starbucks
51. **Assessment:** Describe your Company's philosophy, tools, and practices for assessing the success of existing retail concepts and implementing new concepts and/or refreshing existing concepts over the life of the contract. Identify the criteria used to evaluate the success of current concepts and the determining factors that trigger implementation of new and/or refreshed concepts.

CATERING OPERATION REQUIREMENTS

52. **Responsibilities:** The contractor will provide all catered events in the Memorial Union year-round. The Memorial Union conferencing and scheduling 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.
53. **Bidding:** The Contractor may bid on catered events held outside the Memorial Union, in competition with outside agencies for the right to serve such functions.
54. **Menus:** The Contractor shall, at its own expense, have available an extensive list of printed menus as well as an online, accessible version designed especially for the ESU community complete with prices which can be utilized by customers.
55. **Pricing:** All portion and price lists, including bartending and bar costs, shall be determined by mutual agreement between the Contractor and the Memorial Union. Catering pricing to the consumer must be competitive in the local market. Requests for price adjustments must be justified in writing and received by the Memorial Union no later than March 1 to become effective August 1 of that same year.
56. **Billing:** The Contractor shall be responsible for billing and handling all collections. Invoices shall include a unique invoice number, date of service, contact information for the department or individual that the service was provided to, detail of items purchased or provided (itemized), and total amount due for each service.
57. **Alcohol Sales:** 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 to conform to the University and Board of Regents procedures per [ESU policy](#) and Board of Regents procedures. Bartending pricing will be consistent.
58. **Clean-up:** Unless otherwise approved by the Memorial Union Director, all dishes, trash, and soiled linen shall be removed by the Contractor from the banquet room immediately following the event.
59. **Refreshment Service:** The Contractor shall provide refreshment service for the various groups using the Memorial Union. 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. The Contractor will remove refreshment dishes, linen, other dining service supplies and equipment from the facility as soon as possible following the event to permit continual utilization of the space.
60. **Showcase:** The contractor shall provide an annual catering showcase for catering clients.
61. **Student Group Pricing:** The contractor shall have a service/price tier that is designed to offer an affordable pick-up menu for student groups.
62. **Manager Availability:** The Contractor shall provide during regular business hours a knowledgeable, trained staff member to be readily available to assist customers with menu selections, price quotations, and other details pertinent to event planning. This service should be available by phone, in person, or electronically.
63. **Campus Delivery Charge:** Campus delivery charge amount must be approved by the Memorial Union Director. Equipment used for catering out of the Memorial Union should promptly be returned to the Union following the event.
64. **Banquets:** All banquets will utilize the 100/105% formula in determining the guarantee and number of meals prepared.
65. **Banquet Expectations:** All banquets will be served with sufficient staff. Cloth table coverings and napkins should be available. The banquet room will be fully prepared for guests to enter thirty minutes before serving.

66. **Waitstaff:** All servers should be in uniform. Uniform requirements will be agreed upon by the Memorial Union and the Contractor annually.
67. **Records of Annual Events:** The Contractor agrees to, at the termination or expiration of the contract, return to the Memorial Union any of the Contractor's records related to pricing, menus and staffing of annual events. Examples include Founder's Day dinners, Homecoming social and/or meal events, and other University events which might be considered traditional to the University.
68. **Vehicle:** The Contractor needs to provide a vehicle for campus use that portrays a professional image of the campus dining services provider. When necessary, the company should rent or lease an appropriate vehicle at the Contractor's expense.
69. **Off-Campus Catering:** Contractor may cater functions outside of the University property and facilities for non-University groups. However, University groups must always supersede any off-campus commitments.
70. **Off-Campus Catering Equipment:** Contractor will be required to pay appropriate rental fees to the Memorial Union when using equipment provided by the Memorial Union to deliver catering services off campus to clients other than the university. Rental fees will be determined based on applicable industry standards to be defined during contract negotiations.
71. **Outside Food:** Food may not be brought into the Memorial Union by any group or individuals for group consumption other than the Contractor. Exceptions to this policy may be granted by the Memorial Union 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.

Catering Operation Submittal Requirements

The contractor shall have exclusive rights to all catered events in the Memorial Union. The contractor must compete for catering in all other campus buildings. The catering program shall meet the needs of the University, which include a wide range of catered events daily and throughout the year, and at varying levels of service and pricing. The Memorial Union expects online ordering and invoicing capabilities.

72. **Event Planning:** Describe your operating standards for event planning, communication, food quality, delivery, set-up, presentation, staffing and clean up for events from small low-cost events to black-tie events. Describe the techniques you use to ensure that the quality of service for catered events will meet or exceed the expectations of customers.
73. **Menus:** Provide sample menus for each type of catering below:
 - a. Premium Menu Option.
 - b. Everyday Menu Options, with the option for pick-up and drop-off.
 - c. Conference Services Option.
 - d. Student Catering Menu (no frills plus bulk item purchases like case of potato chips).
 - e. Provide catering menus, if applicable, for retail dining locations, along with terms and conditions. For the catering.
74. **Branding:** Describe any product branding you would incorporate into your catering program.
75. **Guarantee:** Describe any minimum guaranteed requirements for catered services. Specify the percentage and meals prepared.
76. **Sample Book:** Catering program proposal including a sample book for catered functions together with prices.

77. **Software:** Provide detailed information on the composition, features, and capabilities of the catering software system you propose.
78. **Student Group Pricing:** Describe your discounted catering program and price selections for student organizations.

SUMMER CAMPS AND CONFERENCES REQUIREMENTS

ESU has a robust summer camp program in June and July. The contractor will provide food service to accommodate these programs. Some summer camps extend into early August. Early student arrivals, i.e., students involved in athletics, marching band, international students, and resident assistants begin in early to mid-August.

79. **Pricing:** Summer 2023 summer camp door rates have already been determined and will be honored by the successful contractor. The selling prices to be charged for summer camp participants shall be determined by mutual agreement between the Contractor and the Memorial Union. Retail and grocery pricing to the consumer must be competitive in the local market. 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.

Summer Camps and Conferences Submittal Requirements

80. **Summer Meal Service:** 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, management assignments, daily pricing, and other related areas. This service is typically provided seven days per week during June and July.
81. **Early Arrivals:** Describe your plans to provide meal service for early arrivals, such as athletics programs and hall staff. Include menu, menu portions, menu cycle, type of service, days of service, times of service, management assignments, daily pricing, and other related areas. This service is provided through the month of August.

CONCESSIONS

The Memorial Union is seeking a vendor who can provide concession services as part of the overall food service offerings on campus. The Memorial Union is looking for a range of high-quality concessions that meet the needs and preferences of the community and follow current trends in concessions.

82. **Alcohol Sales:** The Contractor agrees to obtain all licenses and permits related to the serving of alcoholic and cereal malt beverages. The Contractor agrees that bartending pricing will remain consistent. Further, the contractor agrees to limit serving to those functions requested by the University and to conform to the University and Board of Regents procedures per [ESU policy](#) (Page 3-305) and Board of Regents procedures.
83. **Clean-Up:** Unless otherwise approved by the Memorial Union Director, all dishes, trash, and soiled linen shall be removed by the Contractor from the concessions area immediately following the event.
84. **Personnel:** It is imperative the Contractor provide outstanding service and convenience for guests at the Concession.
85. **Pricing:** The selling prices to be charged in the concession units shall be determined by mutual agreement between the Contractor and the Memorial Union. Retail and grocery pricing to the consumer must be competitive in the local market. 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.
86. **Operation Location:** The vendor shall be responsible for operating concession stands or kiosks at designated locations on campus, strategically placed to maximize accessibility and convenience for the university community locations include:
 - a. Welch Stadium

b. Trusler Complex

Concessions Submittal Requirements

87. **Operation:** Describe how you will operate the concession program at Athletic events hosted at university facilities.
88. **Menu and Prices:** Describe the menu items, portion sizes, and prices for each of the concession areas.
89. **Product Brands:** Describe the product brands you will incorporate into the concession areas.
90. **Fundraising:** 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.
91. **Equipment:** Identify any equipment/machines your company would provide to enhance the concession environment of the University.
92. **Customer Experience:** Provide a description of concepts or mechanisms that would enhance the customer experience at the University's athletic venues while maximizing Gross Receipts.

WELLNESS PLAN REQUIREMENTS

ESU supports the holistic well-being of our students to develop and maintain a balanced approach to life, including access to sufficient and nutritious food.

93. **Basic Needs:** The contractor will support the [Basic Needs Coalition](#) in its mission to help every Hornet to be safer, healthier, and more successful.
94. **Nutrition:** The contractor will give careful attention to product mix to ensure a wide selection of balanced food options.
95. **Labeling:** Provision of food labeling at all points of service that identify nutritional content (calories, fat grams, etc.) as well as key ingredients, including but not limited to potential food allergens.
96. **Food Planning Assistance:** Access to a district/regional licensed dietitian to assist customers with nutrition and menu planning, weight management, and special dietary needs.
97. **Restricted Diets:** Careful attention to the needs of students with restricted dietary needs and intentional inclusion of food and drink options (e.g., vegetarian and vegan meals, medical related special nutritional needs, religious observances, etc).

Wellness Plan Submittal Requirements

98. **Plan:** Provide your proposed Wellness Program Plan for the entire Dining Services Program. Each element of the proposed plan must include a description of how you will measure success in implementing the plan, along with the specific performance measures that will be utilized. Your Wellness proposal should include:
 - a. Description of healthy eating trends on campus – what is working and what is not. In your description, also address the following:
 - i. What trends are you seeing on other campuses that you would want to apply to?
 - ii. Specify healthy food trends and how they will benefit the wellbeing of the student population and the campus community.
 - b. Based on your experience, what elements in the environment increase the likelihood that people will make healthy choices when choosing what to eat?
99. **Labeling:** Describe your strategy for ingredient labeling and the nutritional information you will provide within the dining services program. Also describe your strategy to identify potential allergens.

100. **Resources:** Describe resources available to customers related to good nutritional eating habits.
101. **Education Initiatives:** Propose Year 1 wellness education initiatives and target audiences that include programming which supports the mission of the Basic Needs Coalition, the Swipe Out Hunger Campaign, a swipe share program, and a leftovers/repackaged program.
102. **Menus:** Submit examples of menus which include inclusive meals (e.g., vegetarian meals, medical-related special nutritional needs, religious observances, etc.).

SUSTAINABILITY REQUIREMENTS

The Contractor will provide initiatives that will further the sustainability efforts of the Dining Services Program to become a campus leader, including exploring local purchasing and incorporation of sustainable design principles.

Sustainability Submittal Requirements

103. **Plans:** Provide your proposed Sustainability Plan that will make Dining Services the leader of sustainability efforts on campus, and incorporate green initiatives, recycling, organic products, composting of food waste, etc.
104. **Implementation:** Provide an implementation target date for each initiative.
105. **Measuring Success:** Each initiative of the proposed plan must include a description of how you will measure success in implementing the plan, along with the specific performance measures that will be utilized.

EDUCATION REQUIREMENTS

The contractor will provide active education and learning opportunities to the University community, particularly in the areas of wellness, nutrition, culinary life-skills, and food system sustainability. This is particularly important for undergraduate students living in residence.

Education Submittal Requirements

106. **Education Plan:** Provide a proposed Education Plan for the entire Dining Services Program that will include initiatives such as wellness, nutrition, culinary life-skills, and food system sustainability.
107. **Implementation:** Provide an implementation target date for each initiative.
108. **Measuring Success:** Each initiative of the proposed plan must include a description of how you will measure success in implementing the plan, along with the specific performance measures that will be utilized.

MANAGEMENT REQUIREMENTS

ESU is seeking a Dining Services partner willing to invest strategic, operational, and financial resources toward creating an excellent campus dining experience for students, faculty, and staff while maintaining affordability for customers. The Memorial Union has developed the following key principles for the management of Dining Services.

109. **Leadership:** A professional food service management provider that is a leader in the field and offers best practice approaches to providing leadership and vision to resident dining, retail food service, and catering.
110. **Team:** An on-site management team that is exceptionally knowledgeable, experienced, competent, and professional in managing all aspects of the Memorial Union's Dining Services Program. The management team should collaborate with the Memorial Union leadership, its key stakeholders, and employees, with a communication strategy that is proactive and accessible.
111. **Meal Manager:** The Contractor will make provisions for a manager or assistant manager to be accessible to patrons at each meal.

112. **Resources:** An on-site management structure that provides dedicated managerial and supervisory resources for each service segment of the program, as well as appropriate on-site resources for administrative and technology support.
113. **Qualities:** District and regional management that is responsive, experienced, and adept at partnering with a growing university in meeting evolving campus needs, and that enables the on-site management to be nimble and competent decision makers.
114. **Innovation:** Production, service, and management information systems technology that is industry leading in all aspects of the program, with a commitment to a seamless interface with ESU where required now or in the future.
115. **Training/Policies:** Programs, standards, and human resource policies (ex: training; wellness at work) that promote and enforce safe food handling, proper sanitation, industry standards and health department requirements.
116. **Maintenance:** Facility and equipment preventive and ongoing maintenance programs that result in good stewardship of ESU-owned resources.
117. **Financial Responsibility:** Financial control strategies that ensure a financially efficient Dining Services Program with a high level of accountability, transparency, and financial reporting to the Memorial Union.
118. **Evaluation:** Development and adherence to a continuous improvement philosophy founded on a comprehensive performance measurement program.
119. **Campus Engagement:** Management should encourage their team members to express campus pride, care, and support for the University by upholding professional standards of conduct and attire representative of the University.

Management Submittal Requirements

120. **Organization:** 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.
121. **ESU Account:** Provide a narrative and accompanying organizational chart describing how the ESU account will fit into the executive management structure and provide the relationship of any corporate support personnel.
122. **Job Descriptions:** Attach a job description detailing duties and responsibilities for each management position. Also, enclose or attach an organization chart of all proposed hourly wage personnel (full and part time) which you plan to utilize at ESU. Include the number of positions for each unit and estimated hours of employment and job descriptions.
123. **Hiring:** Discuss your policy regarding the hiring of existing dining services managers.
124. **Student Employment:** Discuss your successful student employment initiatives, recruitment, and programs for retention and describe the benefits.
125. **Management Training:** Provide your proposed strategy for ongoing management and hourly employee recruitment, training, and retention for the account. As with any organization, food service management companies are only as good as the people they are able to hire and retain.
126. **Evaluation:** Provide a brief description of the practices/methods in place for evaluating both management and staff and discuss your proposed incentive reward programs available for both managers and staff.
127. **Resumes:** Provide detailed resumes for your proposed on-site management team:
 - a. General Manager/Food Service Director
 - b. Executive Chef

- c. Catering Manager
 - d. Residential Dining Manager
 - e. Retail Dining Manager
 - f. Marketing Manager
 - g. District Manager
128. **Performance Examples:** Provide a minimum of three examples of past performance initiatives stating the measurable outcome for each initiative for each of the following proposed candidates:
- a. General Manager/Food Service Director
 - b. Executive Chef
 - c. Catering Manager
 - d. Residential Dining Manager
 - e. Retail Dining Manager
 - f. Marketing Manager
 - g. District Manager
129. **Communication:** Provide a communication model for handling disputes with the Memorial Union employees, as well as, between stakeholders.

PERSONNEL AND STAFFING REQUIREMENTS

130. **Efficiency:** Staffing levels that are matched to customer demand so that service is fast and efficient.
131. **Staff Characteristics:** Staff members who are friendly, courteous, knowledgeable, and professional employees, and who communicate effectively when in positions of regular interaction with customers as well as with other ESU employees.
132. **Problem Solving:** Staff members that are empowered to solve a problem or issue on the spot.
133. **Supportive HR:** Human resource practices that are industry leading, and that support workplace diversity, affirmative recruitment, and employee retention, and generally reflect the human resource practices of the Memorial Union.
134. **Wages and Benefits:** Employee benefits that include affordable healthcare and life insurance for employees, as well as fair and competitive wages that are attractive in comparison to the local food service industry.
135. **Training:** A significant and ongoing focus on technical innovation, customer service, and diversity training for all employees, designed to maintain high standards across the program.
136. **Hiring:** Hiring qualified existing dining staff from the current Contractor, many of whom are long-term employees.
137. **Students:** A strong focus on the hiring, retaining, and advancing student employees, at wage rates that are competitive with other student employment options on campus.
138. **Grievance Process:** Commitment to promptly and effectively responding to complaints or concerns about the performance or conduct of food service employees.
139. **Campus Engagement:** Staff are encouraged to express campus pride, care, and support for the Memorial Union by upholding professional standards of conduct and attire representative of the Memorial Union.
140. **Employee Meals:** Free and discounted meals, snacks, and beverages provided to employees of the Contractor will not be considered a direct operating expense.

Personnel and Staffing Submittal Requirements

141. **Training:** Describe local employee training programs including orientation/on boarding, 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.
142. **Student Enhancement:** Describe your employee enhancement initiatives (i.e., recognition, team and personal development, salary structure, etc.). Indicate if you have a student manager or internship program you plan to offer to ESU.
143. **Staffing:** Provide an overview of your plan to adequately staff the ESU account. Include all management positions, administrative support positions, and non-management positions for all operations.
144. **Communication:** Provide a communication model for handling staff disputes and any training your staff will receive regarding effective communication.
145. **Recruitment and Retention Plan:** Provide a recruitment and retention plan for staffing the ESU Account, as well as all programs and incentives used to enhance the plan.

PROFESSIONAL STANDARDS OF OPERATION REQUIREMENTS, PROGRAM CONTINUOUS IMPROVEMENT PLAN AND EVALUATION REQUIREMENTS

146. **Innovation:** The Contractor shall be responsive 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 Memorial Union, the Contractor shall continually initiate ideas for varied methods of food service merchandising, public relations, promotion and menu presentations, and food options in all operations to increase service and maximize potential revenues.
147. **Standards of Operation:** Contractor shall provide the Memorial Union with standards of operation, management, quality, and support services at the best quality available in the institutional food service industry which should 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 contract obligations and contracts of an excellent food service operation in the Memorial Union.
 - c. Ensure the Memorial Union, employees, and customers a sound food service program.
 - d. Provide performance, planning, execution, and review of the Memorial Union food program to provide quality meals.
 - e. Provide quality company programs such as employee training and energy conservation which must always be operational.
148. **Communication:** The contractor should be collaborative with the Memorial Union, its key stakeholders, and employees with a communication strategy that is proactive and accessible.
149. **Resident Dining Committee Meetings:** Designated members of the Memorial Union 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 provide 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 Memorial Union 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 Memorial Union representative.

150. **Surveys:** Two surveys, one month in the fall semester and one month in the spring of each year, will be conducted by the Contractor at their expense for the board, catering, and retail operations. The survey should be designed with the Memorial Union’s input to evaluate the facilities, food preferences, service, presentation, value, quality, marketing, and the overall food program. The Memorial Union 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 Memorial Union Director.
151. **Stakeholder Group Meetings:** The Contractor or their representatives shall meet with student representative groups including the Associated Student Government (ASG), residence hall groups, and the international students at least once a semester to solicit feedback. The representatives will meet with the Memorial Union Board of Directors once a semester. The Contractor or their representatives shall also meet with additional stakeholder groups as they use Dining Services, including catering, athletics, and concessions.
152. **General Manager Evaluation:** The Contractor shall provide a method for performance evaluation of the Food Service General Manager.
153. **Annual Planning Retreat:** Designated members of the Memorial Union Management and Contractor Management (including Regional/District Representatives) shall convene on an annual basis to discuss issues and plan for the upcoming year.
154. **Evaluation Meals:** The Contractor will provide, at no cost, one food service evaluation meal a day for the Memorial Union Director and Residential Life Director to eat in the NEST or retail locations.

Professional Standards of Operation Requirements, Continuous Improvement Plan and Evaluation Submittal Requirements

155. **Continuous Improvement Program:** Describe the Continuous Improvement Program you propose for the entire Dining Services Program, designed to support innovation as well as measure and report progress toward the attainment of ESU’s objectives for Dining Services. At a minimum, your plan should include the following:
 - a. Listing of each Key Performance Objective, measurement criteria and baseline metric for the following:
 - i. Residential dining utilization/participation
 - ii. Voluntary meal plan sales growth
 - iii. Retail dining satisfaction
 - iv. Retail sales growth
 - v. Catering satisfaction
 - vi. Client satisfaction
 - vii. Marketing
 - viii. Sustainability
 - ix. Wellness
 - x. Staff retention
 - xi. Health and safety
 - xii. Stewardship: facilities & equipment
 - b. Process for identifying improvement needs and remedying deficiencies.
 - c. Strategy for ensuring continued alignment with ESU’s objectives.
 - d. Strategy for ensuring innovation over the life of the contract.
156. **Communication:** Describe how you will facilitate open communication with the Memorial Union, key stakeholders, and employees.
157. **Evaluation:** Describe methods to gain feedback from students, stakeholders, and campus community.

MARKETING AND BUSINESS DEVELOPMENT REQUIREMENTS

158. **Collaborative Messaging:** An ongoing commitment to proactive marketing/communications and business development in the areas of voluntary meal plan sales, retail sales, and catering sales that is collaborative and coordinated with ESU in articulating a seamless message and includes quantitative success measurement.
159. **Student Marketing:** Create marketing and communication plans for all dining special events and educational programs, including wellness and sustainability programs.
160. **Customized Plans:** Annual marketing plans customized to ESU’s unique needs and target audience, with a focus on use of social media and app-based customer loyalty program(s).
161. **Analysis:** Proactive analysis of new business opportunities, in coordination with ESU.
162. **Website:** A robust, interactive, informative, and accessible web presence for current and prospective students and families to include descriptors of campus locations, daily menu options, catering options, nutritional information etc.

Marketing and Business Development Submittal Requirements

163. **Website:** Provide an example of your website used at other institutions.
164. **Marketing Position:** Outline the qualifications for the person responsible for marketing and how that position fits into the management team. Describe minimum annual expectations for the marketing program.
165. **Corporate Support:** Describe the corporate staff support and resources that the on-site management team will receive in developing and implementing the proposed Marketing Plan. Describe who will be responsible for implementing marketing initiatives on site.
166. **Marketing Plan:** Provide your proposed Year One Marketing Plan. Your plan must be a custom plan developed for ESU’s unique marketing needs – a “canned” approach will be viewed negatively. Each element of the proposed plan must include a description of how the Contractor will measure success in implementing the plan, along with the specific performance measures that will be utilized. Elements of the plan must include but are not limited to:
 - a. Residential Dining
 - b. Retail Dining
 - c. Catering
 - d. Conferences/Camps
 - e. Voluntary Meal Plan Sales

INFORMATION AND TECHNOLOGY REQUIREMENTS

The following are requirements for Information and Technology services at ESU:

167. **Trained Personnel:** Provision of on-site management or technical personnel appropriately trained in the software systems used by Contractor and the Memorial Union in operating its Dining Services Program.
168. **Management:** Provision and management of all IT systems and services required to support Contractor’s internal business operations.
169. **Security and Privacy:** Compliance with ESU’s policies for information security, privacy, PCI, and acceptable use.
170. **Disaster Recovery:** Maintenance of a Business Continuity/Disaster Recovery plan in the event of a critical failure of Contractor’s or Memorial Union’s IT infrastructure.

171. **Equipment:** The Contractor will be required to provide all point-of-sale hardware, software and support for all hardware and software and their own credit card validation support. ESU provides the network which the contractor will use for wired point of sale devices to process credit cards. All wireless devices processing credit cards will need a Contractor provided network approved by the ESU IT department. Additionally, the point-of-sale system and software will be required to have a risk assessment completed by the ESU IT department.
172. **Meal Plan Management:** The contractor will use their own IT systems and equipment for meal plan management and meal plan access.
173. **Payment Systems:** Provide web-based and app-based order/payment solutions for retail and catering.

Information and Technology Development Submittal Requirement

174. **Available Technology:** Explain what technology will be used on campus and what technology is available (i.e., food delivery, ordering, inventory, point of sale, and other business systems).
175. **Reporting:** Provide samples of the reporting available from this system, including:
 - a. Meal plan usage by plan type (showing missed meal factor).
 - b. Available/remaining dining dollars with ability to sort by meal plan type or holder demographic information.
 - c. Transaction counts by 15 minutes showing tender type and amount.
 - d. P&L financial statement by each location and full departmental roll up.
 - e. Sales report (dollar and number of units) by product type.
176. **Menu:** Explain technology that will be used to enhance menu development and nutritional information available to customers.
177. **Innovations:** Describe any other innovations to be provided.

FACILITIES AND MAINTENANCE REQUIREMENTS

178. **Preventive Maintenance:** A preventive maintenance program and regular replacement of worn, damaged, or malfunctioning equipment and related facilities, shall be instituted and paid for by the Memorial Union and executed with full cooperation of the Contractor.
179. **Safety Regulations:** 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. 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.
180. **Access to Areas and Inspections:** Memorial Union designated personnel shall have complete cooperation and access to all food service, production, and storage areas on inspections which they may conduct. 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, in a timely manner.
181. **Trash:** The Contractor will be responsible for the cost of removal of all garbage and will be invoiced by the Memorial Union for services rendered. The Contractor shall be responsible for gathering, containerizing, and removing trash generated by the food service operation. The Contractor agrees to keep all areas around dumpsites in clean and sanitary order.
182. **Required Cleaning:** The Contractor shall be responsible for all housekeeping and sanitation services in all areas identified as supporting areas to the food service program. The Nest, Hornet Express, Buzzcotti and Starbucks floors are to be swept and mopped daily and as needed. All tables will be wiped down during and after every meal service. The Nest area shall be spot mopped after breakfast and lunch and wet mopped after dinner. The retail

areas shall be spot mopped during the day, as needed, and wet mopped at the end of each day. The Contractor is responsible for supplying all janitorial supplies and equipment necessary for their operations.

183. **Routine Maintenance and Sanitation:** The 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. Repairs necessitated by the failure of the Contractor to perform routine maintenance will be paid for by the Contractor. Routine maintenance includes but is not limited to the list below:
- a. The 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 Memorial Union and in accordance with Memorial Union defined procedures and methods.
 - b. The contractor shall be responsible for daily cleaning kitchen filters in the hood exhaust system throughout all food service kitchen areas. It shall be the Memorial Union's responsibility to contract and pay for cleaning ductwork from the vent to outside four times a year in all kitchen areas.
 - c. No cooking grease oils or fats are to be dumped into the sewer system, refuse disposal, drains or compactor. This waste must be handled by a private rendering firm or other approved method at the Contractor's expense.
 - d. The contractor is responsible for the removal and cleaning of collected waste material underground, in-line grease interceptors on a frequency to prevent overflow, back-up, and/or odor problems. The Memorial Union reserves the right to establish a schedule of removal to assure appropriate maintenance of 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 Memorial Union must approve the method of removal and the vendor providing such removal.
 - e. The contractor will be an active part of the Memorial Union and the University's recycling program. All cardboard is to be broken down.
184. **Insects and Pests:** The Memorial Union shall be responsible for securing the services of a contractor for pest control. The Contractor will pay the Memorial Union for services in the food storage, preparation and serving areas, and dining areas.
185. **Utility Services:** The Memorial Union shall provide services at existing outlets (heat, gas, electricity, water, and sewer). Any modification to existing outlets required or requested by the Contractor shall be at Contractor's expense upon Memorial Union approval. The Memorial Union 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 Memorial Union shall not be liable for any product loss which may result from the interruption or failure of any such utility services. It is the Contractors responsibility to provide a written emergency plan for foodservice in case of extended loss of utilities, damage to facilities, inclement weather, etc.
186. **Office Equipment:** The Contractor awarded the contract will be expected to provide their own office equipment and supplies.
187. **Dispensing Equipment:** 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 Memorial Union without prior approval of the Memorial Union.
188. **Usage of Facilities:** Contractor shall not produce, store, or use Memorial Union facilities, equipment, and/or inventories for other company- owned or contract operations, other individuals, groups, or organizations without the express written consent of the Memorial Union for each request.

Facilities and Maintenance Submittal Requirements

189. **Safety Regulations:** How will you provide employee training and accountability to ensure state regulations are upheld? What additional safety regulations would you implement?

190. **Routine maintenance:** How will you structure and effectively implement routine maintenance? Please provide a routine maintenance schedule that includes the areas listed above.

OPERATIONAL ISSUES

The Contractor shall agree to operate the Memorial Union food service under the direction and control of the Memorial Union.

191. **Laws, Regulations, Permits and Licenses:** The Contractor shall, at the Contractor's own expense, and in the Contractor's name, obtain any and all necessary licenses and permits, including, but not limited to, those required for alcoholic beverages and cereal malt beverages necessary in connection with any and all operations of the Contractor under the Contract.
192. **Temporary Suspension of Operation:** The Contractor assumes all cost of loss to the Contractor due to temporary suspension of operation regardless of cause.
193. **Expenses:** 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 Memorial Union.
194. **Liability:** The Contractor shall not be responsible for the 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 for maintaining the original amount owned by the Memorial Union 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 an act of God. The contractor will not be liable for damage to other property of the Memorial Union unless such damage was caused by the Contractor's own willful or negligent act or failure to act.
195. **Regulations of Food Service:** The Memorial Union reserves the right to make, from time to time, regulations for the operation of the Contractor's food service. Officials of the Memorial Union shall have full right of access to all portions of the food service and dining facilities at all times, and the Memorial Union 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 Memorial Union with regard to the provisions of food services.
196. **Safety and Health Standards:** 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 Memorial Union shall be corrected by the Contractor within five days of notification of such unsafe practice. If such is not accomplished within five days, the Memorial Union 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.

TERM & RENEWAL OF CONTRACT

197. **Contract Term:** The initial term of the Contract shall be for five (5) years. At the discretion of the University and with the agreement of the Contractor, the Contract may be extended on a bi-annual basis for two additional two-year periods. It is agreed that the Contract rates will be reviewed annually by the University and the Contractor and that any rate increases or decreases (board operations, cash operations, catering and conferences, assessments for repair and replacement, commission rates, etc.) in no case shall exceed 5% annually.
198. **Contract Rates:** All negotiated rates for each fiscal year (July through June) are submitted to the Kansas Board of Regents (KBOR) for review and approval the preceding October - December. Therefore, contract room and board rates must be presented or agreed upon no later than the end of the preceding September.

FINANCIAL REQUIREMENTS

199. **Contractor Responsibilities:** Contractor shall operate on a profit & loss basis whereby Contractor collects all revenues, is responsible to pay all operating expenses, keeps all profits, and is responsible for all operating losses.
200. **Compensation:** ESU requests a fair and balanced compensation agreement that supports both the Contractor and the Memorial Union in meeting their respective financial objectives. The meal plan price for 2024-2025 will have already been approved by KBOR so the Contractor will be expected to adhere to the 2023-2024 amendment with the current food services provider outlining sliding scale amounts. The Memorial Union currently receives 38% of gross meal plan sales. The daily rate and number of participants will be locked in after the 20th class day of each semester. 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%) annually.
201. **Quality Oversight:** At the very least, one meal a day will be provided to the Residential Hall Director and Memorial Union Director for quality oversight and immediate feedback.
202. **Access Control System:** The Contractor will utilize and operate an automated access control system, mutually agreed upon with the Memorial Union, as part of the administration of its food service program. The Contractor will provide the designated Memorial Union representatives with data, as defined by the Memorial Union, pertaining to board plans and cash sales. The system will utilize the Memorial Union ID system.
 - a. The Contractor will be expected to provide identical and current generation point of sale devices for all Residential Dining, Retail, and Concession locations, as well as compatible PCs with which to access relevant data and process reports.
 - b. The Contractor will be required to pay the annual licensing and maintenance fees for the automated access control system. This will include both hardware and software.
203. **Monthly Operating Statement:** The Contractor will provide the Memorial Union with a complete and detailed monthly operating statement. This statement will include operations related to board, retail sales, catering, and concessions. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements. On request of the Memorial Union, the Contractor shall meet with the Memorial Union 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 because of review and/or audit shall be identified and reflected in the next period statement.
204. **Payments:** Payment of commissions 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 documentation.
205. **Billing, Collections, and Payments:** The Contractor shall be responsible for billing and collection of all sales other than meal plan contract sales. Commissions are paid to the Memorial Union based on Contractor records which must reconcile to monthly profit and loss statements and reports requested of and obtained from the Contractor. At the end of each year of the contract or on expiration of the contract, any unpaid accounts related to retail sales that are deemed uncollectible shall remain the liability of the Contractor. Commissions shall be paid to the Memorial Union on charged 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.
206. **Audits and Review:** The Contractor agrees that ESU, 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 the Contractor for a period of five (5) years after final payment under this contract, unless the University authorizes their earlier disposition. The contractor agrees to refund to the University any overpayments disclosed by any such audit.

207. **Taxes:** Contractor shall pay when due all taxes or assessments applicable to the Contractor. Sales tax paid by the Contractor to any government agency which was collected from customers and to the extent included in gross sales shall be deducted from gross receipts before calculating commissions. Commissions shall be computed on the resulting net receipts for all commission sales.
208. **Honoring Pre-Negotiated Prices:** The Contractor agrees to honor any commitments made to customers or patrons of the University by the preceding University Food Service provider regarding the price of banquets, refreshments, meals, camps, etc., until the end of the first contracted year. At the time of contract signing, ESU will provide a list of all commitments made including the pricing schedule for each event.
209. **Financial Structure:** The following is the financial structure to be utilized:
- a. For 2024-2025 meal plan sales, the contractor shall charge a daily rate on a scale, based on the number of meal plan participants.
 - b. For 20256-2026 and beyond, the contractor can propose an alternative rate schedule for meal plan participants.
 - c. The contractor shall pay a commission to the Memorial Union on sales associated with the following:
 - i. Retail sales;
 - ii. Subcontractor sales, if any;
 - iii. Catering sales;
 - iv. Summer Conference and Summer Camp sales; and
 - v. Concession sales.

Financial Submittal Requirements

ESU expects the Contractor to make a reasonable profit in providing the services outlined in this RFP, while maintaining offerings and programs that are perceived as being high in quality and providing good value. The financial objective of this RFP is to meet or exceed the current level of financial performance so long as the quality of the Technical Proposal offered meets ESU's expectations. The level of financial performance proposed will become the performance benchmark that the successful contractor must deliver, and all financial information proposed will become part of the successful Contractor's contract.

210. **Pricing:** Provide the following pricing information:
- a. For each retail outlet, provide a menu with pricing.
 - b. Provide catering menu samples for each type (Premium, Every day, Conference, Student). Menus shall include prices, portions, packaging standards (if packaging), with all ancillary charges clearly noted on each menu sample. As appropriate by type, the catering menus you propose should encompass each of the following menu categories:
 - i. Buffet Breakfast
 - ii. Box Breakfast
 - iii. Served Breakfast
 - iv. Buffet Lunch
 - v. Box Lunch
 - vi. Served Lunch
 - vii. Hors d'oeuvres/Receptions
 - viii. Buffet Dinners
 - ix. Served Dinners
 - x. Box Dinner
 - xi. Coffee/Beverage Break or Beverage and Break Service
 - c. Provide pricing for the following:
 - i. Beer/Wine service and full bar.
 - ii. Grocery related products for departments looking for prepackaged, manufactured goods.
 - iii. All ancillary charges such as bar service minimums/service fees, mandatory gratuity, flowers, linen charges, delivery charges, etc.

211. **Financial Workbook:** Based on the program and services you propose, as well as the terms, conditions and financial requirements outlined, complete the Financial Workbook in [Appendix I](#), in accordance with the following provisions:
- Provide pro forma projections using the Excel workbook provided. Provide both digital and paper copies of the Financial Workbook.
 - Provide commission rates per outlet and year 2-5 adjustments, if applicable.
 - Provide any requested casual meal rates.
 - Provide 2024-2025 meal plan rates and rate changes for years 3, 4, and 5.
 - Provide alternate meal plans and payment matrix with scale, if applicable.
 - Provide alternate meal plan and payment matrix without scale, if applicable.
 - Provide Investment Plan.
212. **Marketing:** Identify the annual financial commitment you propose to spend on Marketing (not including labor), expressed as a percentage of sales (this commitment must also be reflected in your pro forma financial projections).
213. **Residential Life Meal Plans:** Specify the level of support you are willing to provide for meal plans for Resident Assistants (approximately 30), and live-in hall directors (approximately 3).

INVESTMENT PLAN REQUIREMENTS

214. **Equipment:** ESU will make available for Contractor all ESU and Memorial Union-owned equipment in use in the Dining Services Program at the time of contract transition. All capital and/or trade dress investments the Contractor is proposing to implement must be self-funded, with the investment amortized no longer than the initial term of the contract. Additionally, Contractor must follow the guidelines and standards set forth by the State of Kansas in the Office of Facilities & Property Management’s Building Design & Construction Manual <http://admin.ks.gov/offices/ofpm/dcc/bdcm>.
- The Memorial Union will provide all “non-expendable” equipment as presently installed in its Dining Service facilities as identified in [Appendix E](#), “Master Inventory.” An inventory of this equipment will be conducted by the successful Contractor and the Memorial Union upon award of the Contract.
 - Ownership of equipment described in this section shall be vested in the Memorial Union. No Memorial Union-owned equipment shall be removed from any Dining Services facility for any purpose (except by the Memorial Union), nor shall the Contractor rearrange the equipment/furnishings present in any Dining Services facility without the express prior knowledge and full consent of the Memorial Union.
 - The Contractor shall report promptly to the Memorial Union any condition that indicates that maintenance, adjustment, or repair of said facilities or equipment is advisable. Failure by the Contractor to report shall be considered negligence. The Contractor shall be liable for any damage to or deterioration of Memorial Union-owned installations or equipment that occurs because of such negligence.
215. **Start-Up Smallwares:** ESU will make available for Contractor use all ESU or Memorial Union-owned smallwares associated with the Dining Services Program at the time of contract transition. If Contractor proposes additional start-up investment in smallwares, these must be self-funded, with the investment amortized not longer than the initial term of the contract.
- It shall be the duty of the Contractor to inventory such equipment at least annually, but with greater frequency as necessary to be consistent with [Appendix M](#) titled “Inventory of Dishes” of these specifications. Following any such inventory, whatever the cause of damage/loss (breakage, pilferage, etc.), the Contractor will replace any and all such equipment in the quantity necessary to restore the count of each item on hand to the level as given in the Original “Dining Services Expendable Equipment List.” On termination or expiration of this contract, Contractor shall replace or pay for all missing items in such annual inventories or damaged items, at the Memorial Union’s option, within forty-five (45) days of inventory completion.

- b. All replacement equipment furnished by the Contractor in fulfillment of this responsibility shall conform exactly to the weights, standards, patterns, and brands of the chinaware, flatware, glassware, trays, etc., originally provided by the Memorial Union, if the same are obtainable.
 - c. No exemptions to the above will be made by the Contractor without the express consent of the Memorial Union even if an increase in cost is in effect at the time of the Contractor's purchase.
216. **Repair and Replacement:** The Contractor will be assessed the sum of \$25,000 for repair and replacement rendered by the University for the 2024- 25 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 \$25,000.
217. **Support Funds:** Provide a listing of support funds with associated annual dollar amounts to be paid to ESU. These funds are **not** to be amortized.
218. **Investment:** Inclusion of adequate capital investment to implement Contractor's proposed programs, as well as to refresh facilities over the life of the contract.
219. **Catering Credit:** The current contract provides at a minimum the following annual levels of catering credit: \$50,000 for university events, \$7,000 for Memorial Union events. Please specify the annual catering credit levels you would offer.

Investment Plan Submittal Requirements

For all Capital Investments in your proposal, provide the following, subject to Memorial Union approval.

- 220. For all Start-Up Smallwares investments you are proposing, provide a summary investment schedule by location, to include a brief description of the type of smallwares to be purchased (ex: display ware; serviceware) and total budgeted cost.
- 221. Narrative description of any proposed capital projects. Provide floor plans and renderings illustrating the proposed design. If required, provide the solution for any temporary dining needs.
- 222. Narrative description of any proposed trade dress, signage, or other investments unrelated to major capital projects. Provide renderings and/or photography illustrating the proposed investments, if applicable.
- 223. For each proposed investment, provide an implementation timeline from design through completion of installation.

SOFT DRINK BEVERAGE PROCUREMENT

- 224. **Soft Drink Procurement:** Other sections of the Contract notwithstanding, the University reserves the right to contract independently with a soft drink beverage provider for the right to furnish to the Contractor all soft drink beverages, equipment, cups and other related incidental products, to be used by the Contractor in the University facilities under the management of the Contractor as provided by the Contract.

PROPOSED TRANSITION PLAN REQUIREMENTS

- 225. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to ESU to allow for a functional transition to another vendor.
- 226. **May 2024 National Track Meet:** ESU will be hosting the NCAA Division II National Track and Field Meet on May 23 – 25, 2024. –. 300-400 participants/officials will be housed in the residence halls. Breakfast will be part of the residential stay and provided by the contractor May 21, 22, 23, 24 & 25, 2024.
- 227. **May 2024 National Track Meet Concessions:** The Food Service Provider provides concessions for all events in Welch stadium. Attendance for this event is around 1,400.

228. **May 2024 Unbound Gravel Bike Race:** ESU annually hosts on campus 500+ participants in the Unbound Gravel race. These participants stay in the residential halls and are provided meals in the Memorial Union dining facilities on the following dates: May 30-31, 2024, and June 1-2, 2024.
229. **Summer Dining:** Summer camps and summer institutes with dining plans traditionally start the first week of June.

Transition Plan Submittal Requirements

230. The final meal served in our current contract is dinner on May 10, 2024. With the already scheduled events in May 2024, please provide answers for questions below on how the Contractor can provide food service for: NCAA National Track and Field Meet's 400+ residents, NCAA National Track and Field Meet's expected concessions for approximately 1,400 attendees, and Unbound Gravel Bike Race's 500+ residents.
- a. **Transition Plan:** Provide a detailed transition plan that describes your process and start up should your company be selected for the contract.
 - b. **Schedule and Timeline:** Provide a list of all tasks involved in the form of a critical path schedule and timeline.
 - c. **Personnel:** Identify members of the start-up team, their backgrounds, and roles/responsibilities with regard to the transition.

ALTERNATE PROPOSAL

231. If an Alternate Proposal is submitted and it affects the Memorial Union's Daily Rate structure, commissions, capital investment, and/or other compensation from the Contractor to the Memorial Union, then the Contractor must complete and submit another entire Financial Proposal clearly indicating on the workbook and in the filename that the information is for the requested **Alternate**, for example, **Meal Plan Alternate**. For each Alternate the Contractor must clearly identify in the narrative how the Alternate Proposal is different from the Base Proposal, as well as any potential service implications for the Memorial Union.

SECTION V – APPENDICES LINK

To view all appendices, please follow this link:

<https://www.emporia.edu/student-life/mem-union-rec-center/memorial-union/food-service-rfp-appendices/>

Appendices Table of Contents:

- Appendix A – Blueprints of Union
Note: The highlighted areas on the map represent the food service areas the Contractor will be responsible for.
- Appendix B – Student, Stakeholder, Coaches, Faculty, Staff, and Athlete Food Forum Feedback
- Appendix C – Student Online Survey
- Appendix D – Faculty and Staff Online Survey
- Appendix E – Master Inventory
- Appendix F – 2023-2024 Housing Contract Terms of Agreement
- Appendix G – Concessions: Average Games and Attendance
- Appendix H – Residential Life EIB Survey
- Appendix I – ESU Financial Worksheet
- Appendix J – Retail Revenue
- Appendix K – Catering Events 2022-2023
- Appendix L – Summer Camps 2023
- Appendix M – Inventory of Dishes

State of Kansas
Emporia State University
ESU-146a (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form ESU-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, being the 6th day of November, 2023.

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require Emporia State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. The Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay the Contractor all regular contractual payments incurred through the end of such fiscal year; plus, contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall be returned to the Contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.

5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

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8. **Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. The Contractor shall promptly report to the University any disclosure of the University's student educational records.