

REQUEST FOR PROPOSAL

Proposal Number: 2021_22-02	Purchasing Agent: Shawn Wise		
	Telephone: 870-508-6126		
Commodity/Service: ASUMH Food	Proposal Opening Date: September 3,		
Service	2021		
Date Issued: August 25, 2021	Proposal Opening Time: 11:00 AM		
	Central Time		

The primary objective of this Request for Proposal (RFP) is to solicit competitive proposals to establish a contract for campus food service retail operations at the Arkansas State University-Mountain Home (ASUMH) main campus with services extended to the ASUMH Technical Center.

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO PROPOSAL" TO ASUMH.

Vendors are responsible for delivery of their proposal documents to ASUMH prior to the scheduled time for opening of the particular RFP. When deemed appropriate, vendors should consult with special hand delivery providers to ensure the proposal documents will be delivered to ASUMH Special Hand Delivery Address specified and will do so prior to the scheduled time for proposal opening. Special hand delivery providers (USPS, UPS, FedEx, etc.) may deliver on a schedule determined by each individual provider. And, if you send your proposal response by U.S. mail, it is recommended that you allow extra days in advance of the scheduled opening date.

PROPOSAL MAILING ADDRESS	PROPOSAL DELIVERY ADDRESS	PROPOSAL OPENING LOCATION
ASUMH	ASUMH	ASUMH
ATTN: Purchasing	Attn: Purchasing	Chancellor's Board Room
1600 S. College St.	1600 S. College St.	1600 S. College St.
Mountain Home, AR 72653	Mountain Home, AR 72653	Mountain Home, AR 72653

GENERAL INFORMATION

1.1 INTRODUCTION

ASUMH, hereafter referred to as the College or ASUMH, is requesting proposals for the operation and management of the College's retail food service operation of the ASUMH Food Service. It is ASUMH's intent to select the proposal which appears to be the most favorable in all respects, including overall cost, scope, proven service capability and availability, and demonstrated commitment to a quality food service operation.

The contract is to be effective from September 13, 2021 through June 30, 2022, with an option to renew on an annual basis for up to six (6) additional years. The College invites all vendors, hereafter referred to as Contractor, to submit responses to this Request for Proposal (RFP) for the operation of ASUMH Food Service in accordance with the RFP terms and conditions.

1.2 STATEMENT OF WORK

The primary objective of this Request for Proposal (RFP) is to solicit competitive proposals to establish a contract for campus food service retail operation at-both the ASUMH main campus and to the ASUMH Technical Center.

ASUMH wishes to enter into a contract with an operator who will work collaboratively to ensure that the following objective is met:

 The students, faculty, staff are offered high quality, affordable, and responsive food service which offers preferences of the customer base

The College will grant the operator exclusive rights to the on-campus retail food service with the first right of refusal including all campus and third party events. Vending machines may be included in the bid, as a separate bid or omitted from the bid.

1.3 BACKGROUND

ASUMH is a public, open access, two-year campus of the Arkansas State University System that offers associate degrees and technical certificate programs that consist of general education courses, technical program courses, and customized training to meet the needs of local business and industry entities. The service area is comprised of Baxter and Marion Counties in North Central Arkansas.

ASUMH Historical Enrollment Information (includes online enrollment)

Year	Fall	Spring
2016-2017	1367	1479
2017-2018	1429	1513
2018-2019	1345	1505
2019-2020	1324	1428
2020-2021	1271	1306

1.4 COSTS FOR PROPOSAL PREPARATION

The Contractor must bear all costs associated with the preparation of their proposal.

1.5 PROPRIETARY INFORMATON

All copies of proposals submitted in response to this RFP will become the property of ASUMH (excluding respondent's intellectual property rights) and will be open to public inspection after the proposal opening in accordance with Arkansas laws.

Any information of a proprietary nature that the respondent does not want disclosed to the public or used for any purpose other than evaluation should be on a separate sheet with "Confidential" marked at the top and bottom. The entire response must not be marked as confidential.

1.6 TERM, RENEWAL, TERMINATION

The required services are to commence no later than a date to be agreed upon by the College and the Contractor. The term of the awarded contract will be for a period of one year from the date of award, September 13, 2021 through June 30, 2022. Subject to mutual written agreement by both the Contractor and the College, this contract may be renewed on an annual fiscal year basis thereafter, not to exceed an aggregate total of seven (7) renewals.

The College agrees to give the Contractor, on or before the renewal date of each year, written notice of the University's intention to renew the contract. The contract may be cancelled by either party, for cause, with 60-day written notification.

Upon termination of the contract, the Contractor shall vacate all occupied parts of the College premises in the same condition as made available to the Contractor, reasonable wear and tear, fire and other casualty loss excepted. The College may terminate this contract for breach/neglect as determined by the College when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined in the contract, failure to provide periodic information/statements, or failure to maintain quality of service at a level satisfactory to the College.

In the event that the Contractor is not able to perform under this contract due to events beyond the reasonable control of the Contractor (i.e., strike, labor or material shortage, fire, flood, or other casualties or Acts of God), the College may, at its option, terminate this contract.

1.7 SELECTION PROCESS

A Contractor will be selected on the basis of the proposal submitted which, in the opinion of the College, is in the best interest of the College including pricing, services offered, scope of service, quality, experience, marketing capabilities, capability and creativity.

The College-evaluation committee will evaluate each response and references on the following criteria:

The College-reserves the right to negotiate with the Contractor selected for best and final offer as outlined in Arkansas Code §19-11-230. The award made will be in the best interest of the College, and the College's decision is final. However, the College reserves the right to not award any contract pursuant to this RFP.

The College reserves the right to accept or reject, in part or in its entirety, any or all proposals, to readvertise if deemed necessary, and to investigate any or all proposals as required.

Criteria	Points Possible
Experiences and References	
Reference responses	10
Company History Summary	5
Service Capability	
Philosophy of service	5
Ability to deliver high quality food service	15
Compliance with health regulations	10
Ability to fulfill required schedules and services	10
Service Plan	
Proposed options and menus	10
Proposed marketing plan	5
<u>Financial</u>	
Affordability for customers	10
Financial Stability	10
Benefit to College (student employment, incentives, etc.)	5
Proposal Requirements	
Submitted all required documents/Forms	5
(Contract and Grant Disclosure Certification Form, EEO Policy, Certificate of Insurance)	
TOTAL Possible	100

All respondents will be notified in writing of the Contractor selected.

1.8 PRE-PROPOSAL-CAMPUS VISIT

A pre-proposal campus visit is an option. Contact Shawn Wise at 870-508-6126 for an appointment.

PROPOSAL INSTRUCTIONS

2.1 PROPOSAL OPENING DATE AND LOCATION

Written proposals will be accepted by the Purchasing Department in the Vada Sheid Rm C113, 1600 S. College St., Mountain Home, AR 72653 no later than 11:00 a.m. central time Friday 3, 2021. All proposals shall be mailed or hand delivered to:

PROPOSAL MAILING ADDRESS	PROPOSAL DELIVERY ADDRESS	PROPOSAL OPENING LOCATION
ASUMH	ASUMH	ASUMH
ATTN: Purchasing	Attn: Purchasing	Chancellor's Board Room
1600 S. College St.	1600 S. College St.	1600 S. College St.
Mountain Home, AR 72653	Mountain Home, AR 72653	Mountain Home, AR 72653

State law requires that the proposal be submitted no later than the date and time specified in this RFP. Each Proposer is solely responsible for the timely delivery of the proposal by the specified deadline.

Telephone and/or FAX responses to this RFP will **not** be accepted.

SCHEDULE OF EVENTS

Event	Date and Time			
Request for Proposal (RFP) Available	Wednesday, August 25, 2021 (After 12:00 pm)			
Pre-Proposal Campus Visit (optional)	By Appointment Only			
Proposals Due	Friday, September 3, 2021 at 11:00 am			
Proposal Opening	Friday, September 3, 2021 at 11:00 am			
Evaluation Period	September 7 thru September 9, 2021			
Tentative Contract Award Notice	Friday, September 10, 2021			
Commencement of Contract	Monday, September 13, 2021			
NOTE: These dates and times are tentative and subject to change.				

2.2 PROPOSAL OPENING

Proposal openings will be open to any interested proposing party and to the general public. However, openings will serve only to open, read, and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions. At the time opening, only the names of the Proposers will be shared.

Upon receipt of proposals, an evaluation committee will select qualified candidates based on criteria contained herein.

2.3 WITHDRAWAL OR CORRECTION OF PROPOSAL

Proposals may be withdrawn or corrected by written notice or by email purchasing@asumh.edu by the respondent's authorized representative at any time prior to the time and date set for the RFP opening.

2.4 PROPOSAL IDENTIFICATION

Response envelops should be filled out to indicate **RFP # 2021_22-02** and the name of the proposer. Proposals in response to this RFP are formal proposals and must be received in sealed packaging. An Official Proposal Signature Document must be included with a proposal to be considered.

2.5 EXAMINATION AND INSPECTION OF SITE

Proposers are encouraged to carefully examine the general conditions of the facilities and proposal specifications as to all conditions and matters which can in any way affect the work or cost thereof. Site inspection of the facilities will be available at the Pre-Proposal campus visit.

SERVICE REQUIREMENTS

3.1 OBJECTIVES

The Proposer is encouraged to submit practical and innovative initiatives that will enhance the dining experience of students, faculty, staff, guests and community members/customers at food service venue.

3.2 PRICING

Prices shall be competitive with comparable menu items served by local commercial food operators. All prices shall include applicable sales tax. The contractor shall be responsible for collecting and remitting to the taxing authorizes the correct amount of sales taxes in accordance with applicable state and local laws and regulations.

3.3 OPERATIONS

Unless negotiated otherwise, the typical hours of operation for the College are Monday through Thursday, from 7:00 am to 2:00 pm. The food service operation is open primarily when classes are in session for the fall, spring and summer semesters and closed during holidays, semester breaks, inclement weather, or during required construction periods.

3.4 CLEANING, MAINTENANCE, UTILITIES

The Contractor shall be responsible for the washing of dishes, trays, pots, pans, utensils; the cleaning and sanitation of food equipment, counters, serving lines, dining tables and chairs, satellite transporter units; and daily cleaning, sanitation and housekeeping in the kitchen and storage areas being utilized.

The College shall be responsible for sweeping, mopping, waxing and other required cleaning and maintenance of the dining area. The College will be responsible for insecticide and pest control service for these areas and other such building maintenance as may reasonably be required.

The College shall be responsible for removing rubbish and garbage resulting from food service operation after it has been placed by the Contractor in containers furnished by the College for such purposes.

The College shall furnish and maintain at its expense all utilities including, but not limited to electricity, natural gas, and water required for the food service operation.

The Contractor shall be responsible for any dedicated telephone connections, any long distance service and any special data line requirement for any credit, debit, or gift card connection service.

3.5 SUSTAINABILITY AND CONSERVATION

The Contractor shall participate in sustainability efforts and conservation including recycling, composting, and water and utility conservation in consideration of the environment.

3.6 COLLEGE USE OF FACILITY

With advance coordination with the Contractor, the College reserves the right to utilize the food service facilities and equipment for special college events.

EQUIPMENT AND FIXTURES

4.1 EQUIPMENT

The College shall maintain, repair and replace all college owned equipment.

The Contractor shall maintain a list and inventory the equipment owned by the College and all equipment shall be maintained in working condition. The Contractor shall not remove any items of equipment owned by the College without approval from the appropriate College official.

The College shall not be legally responsible for loss or damage to equipment owned by the Contractor or a Contractor's vendor located on College premises.

The Contractor shall be responsible for repair and replacement of equipment.

The Contractor shall surrender to the College upon termination of the contract all equipment and furnishings owned by the College in good repair and condition. Repairs and replacements caused by the Contractor's negligence or misuse shall be charged to the Contractor for payment.

PERSONNEL

5.1 FOOD SERVICE PERSONNEL/EMPLOYMENT

The Contractor shall hire and retain on its payroll as a direct cost of operation a resident manager or coordinator of food service, and such other non-management personnel as may be necessary for the efficient operation of the food service program.

All persons employed by the Contractor shall be employees of the Contractor and not the College. The Contractor shall instruct its employees to abide by the policies, rules and regulations with respect to use of College premises, as established by the College.

The Contractor shall pay employees in accordance with the Fair-Labor Standards Act and other applicable statutes.

The Contractor's personnel shall at all times be above reproach and the College reserves the right to discuss the conduct or performance of any company employee with the Contractor and request corrective action.

FINANCIAL AND OPERATIONS

6.1 FINANCIALS AND REPORTING

The Contractor shall be responsible for all operating costs associated within the contract. The College will not be responsible for any losses due to outages.

The Contractor agrees to support the University's energy conservation practices.

ASUMH makes no commitment to purchase or guarantee of any level of sales to the Contractor.

The Contractor shall be solely responsible for any and all tax obligations associated with the contract.

The Contractor shall be responsible for all operating costs associated with this contract ("turn-key"). Expenditures include, but are not limited to, payment of all labor and benefit expenses, food and supply costs, advertising and marketing costs, equipment maintenance and repair expense for "minor" equipment, local and long-distance telephone service and any technology costs.

LAWS, LICENSES, AND INSURANCE

7.1 LAWS

The Contractor shall comply with all laws and regulations applicable to its food service operation.

7.2 LICENSES

The Contractor shall obtain licenses or permits necessary for the food service operation on the premises as a direct cost of operation. The Contractor shall display all licenses, permits, health certifications, and health inspection reports on site.

7.3 INSURANCE

The Contractor shall procure and maintain, at the Contractor's expense, the following insurance coverage for the period of the contract:

- a. Commercial General Liability, including Products Liability, with not less than \$500,000 for each
 occurrence for bodily injury, death, products liability, property damage, contractual liability, and
 property damage liability.
- b. Comprehensive Automobile Liability, with not less than \$500,000 combined single limit coverage for bodily injury and property damage. This policy shall cover any vehicle used in the management, operation or delivery for the operation.
- c. Property Insurance, on all property owned by the Contractor. Policy should provide "all risk" coverage in the amount of the Contractor's property, including inventory, as is located on the University's premises.
- d. Workers' Compensation as prescribed by Arkansas statutory law.
- e. Unemployment Compensation as prescribed by Arkansas statutory law.

Prior to the beginning of each contract period, the Contractor shall furnish certificates showing that such insurance is in effect. The protection afforded under the policies must not be canceled or reduced until at least thirty (30) days after written notice is received by ASUMH from the insurance company or agent.

The liability policies must name the Board of Trustees of Arkansas State University, Acting for and on behalf of ASUMH as additional insured for the food service.

PROPOSAL SUBMISSION

<u>Provide Information with Tabs labeled as follows:</u>

Tab. No.	Description						
1.	Submit an original and five (5) copies of proposal in a sealed envelope/box with RFF 2021_22-02 clearly marked on the outside to:						
	Proposal Mailing Address ASUMH Attn: Purchasing 1600 S. College St.	Proposal Delivery Address ASUMH Attn: Purchasing 1600 S. College St.					
	Mountain Home, AR 72653	Mountain Home, AR 72653					
2.		Provide the Contract and Grant Disclosure Certification Form, as required by Arkansas Executive Order 98-04 which can be found below.					
3.	Provide an Equal Employment Op the Arkansas Regular Legislative S	oportunity policy in accordance with Act 2157 of 2005 of Session.					
4.	Provide the name, mailing address, telephone number, fax number and email address of the respondent's authorized representatives with authority to bind the firm.						
5.	Provide a list of at least three (3) references, preferably in Arkansas or surrounding states. References are to include the name of the person most knowledgeable about the organization and their telephone number.						
6.	Provide a brief history of the company, including experience and expertise. Respondent must have at least five (5) years of experience in Food Service operations, preferably college/university food service.						
7.	Provide a brief narrative supporting financial viability.						
8.	Provide a CURRENT Certificate of Insurance showing insurance as specified.						
9.	Clearly identify any specific provisions of this Request for Proposal to which the respondent cannot agree or comply.						
10.	Submit a list of additional equipment needed, if any, beyond that which is currently present.						
11.	Submit Proposed menus and Cos	ts/Prices (including Featured Specials)					
12.	Describe marketing plan for the food service at main campus and Technical Center (target market of students, faculty, staff)						

13.	Provide a description of your organization type (public corporation, private corporation, private company, limited liability corporation (LLC), etc.) List the organizational line of authority for management personnel from local staffing to the highest corporate level. Include an organizational chart. List the management structure that will be used to operate the facilities of the College Grill College food service, including the corporate management personnel and their location. Also, describe the support staff that will be available to support local personnel, their qualifications, geographic location, and the types of support to be provided. Describe the management of all operations including line service, catering, food preparation, etc.
14.	Describe if and how ASUMH students will have opportunities for jobs that may be available in the food service operations.
15.	Describe any additional incentives offered by the respondent, such as discounts, complementary meals, complementary catering, etc.
16.	What is the proposed percent (00.0%) of all total gross food sales that the Contractor will remit to the College on a monthly basis as commission?

OFFICIAL PROPOSAL SIGNATURE

DOCUMENT RFP 2021_22-02

THIS PAGE MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

I, the undersigned, duly authorized representative of the proposing parties, understand that the proposal must be signed by the proposing party or an authorized representative of the proposing party. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the proposing party, to be bound by them. Furthermore, I acknowledge receiving, reading and understanding the listed addendums below.

Signature	
Name & Title (Typed or Printed)	
Company Name	
Address & Telephone	
Employer Identification Number	
List all addendums that were received, read and understood (if none, so indicate). 1.	
2	
3	
4	
5.	

FOOD SERVICE EQUIPMENT INVENTORY

Equipment N/A
N/A

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

	Wing info			ontract, lea	se, purchas	se agreement, or grant award with any Arkansas State Ager	cy.
SUBCONTRACTOR: SUI	BCUNTRAC	TOK NAME					
IS THIS FOR: TAXPAYER ID NAME: Goods? Services? Both?							
YOUR LAST NAME:			FIRST NAME:			M.I.:	
ADDRESS:							
CITY:			STATE:		ZIP COI	DE: COUN	TRY:
) A CONTRACT, LEASE, PURCHASE AGR I'NG INFORMATION MUST BE DISCLOSE!	
			For	Ind	IVI	DUALS*	
Indicate below if: you, your spou Member, or State Employee:	se or the	brother, s	sister, parent, or child of you or your	spouse is	a current o	former: member of the General Assembly, Constitutional C	Officer, State Board or Comn
Position Held	Mar	'k (√)	Name of Position of Job Held [senator, representative, name of		w Long?	What is the person(s) name and how are they [i.e., Jane Q. Public, spouse, John Q. Public,	
	Current	Former	board/ commission, data entry, etc.]	From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							
None of the above appli	ies						
			FOR AN E	NTIT	гу (Business) *	
Officer, State Board or Commissi	on Memb	er, State	Employee, or the spouse, brother, s	ister, parer	nt, or child (rship interest of 10% or greater in the entity: member of the of a member of the General Assembly, Constitutional Officer to the management of the entity	
Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity. Mark (v) Name of Position of Job Held Position Held Name of Position of Job Held Sensitor representative name of							
1 ostavi i icia	Current	Former	[senator, representative, name of board/commission, data entry, etc.]	From MM/YY	To MM/YY	Dereon's Name(s)	nership Position of rest (%) Control
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							
■ None of the above appli	es						

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

- Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a
 CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement
 whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms
 of my contract with the state agency.
- 2. I will include the following language as a part of any agreement with a subcontractor:
 - Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
- No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a
 copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar
 amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.						
Signature Vendor Contact Person	Title		Date Phone No			
Agency use only Agency Agency Number Name	Agency Contact Person	Contact Phone No.	Contract or Grant No			