

REQUEST FOR PROPOSALS

NKU-27-18



FOOD AND BEVERAGE SERVICES

October 5, 2018

All documents associated with this RFP are available at: nkuplanroom.com

Proposal NO: NKU-27-18
Issue Date: October 5, 2018
Title: Food and Beverage Services
Purchasing Officer: Blaine Gilmore
Phone: 859.572.6449

RETURN ORIGINAL COPY OF PROPOSAL TO:

**Northern Kentucky University
Procurement Services
1 Nunn Drive
617 Lucas Administrative Center
Highland Heights, KY 41099**

IMPORTANT: BIDS MUST BE RECEIVED BY: 12/21/2018 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

RECIPROCAL PREFERENCE

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

Project Name: Food and Beverage Services

Issue Date: October 5, 2018

Pre-Bid Meeting November 13, 2018 at 10:00am EST

Deadline for Questions: December 7, 2018 by Noon EST

Response Deadline (Proposals Due): December 21, 2018 by 2:00pm EST

Vendor Presentations: Projected January 28 – February 1, 2019

Contract Implementation: Projected July 1, 2020

Submittal of Proposals

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

Blaine Gilmore
Interim Director, Procurement Services
Lucas Administrative Center, Suite 617
1 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099

NOTE: Northern Kentucky University, as an Agency of the Commonwealth of Kentucky, is subject to Kentucky's Open Records Laws (KRS 61.870-61.884). As such, a bidder's entire offer and resulting contract cannot be deemed "confidential".

Proposals submitted in response to an RFP will remain confidential throughout the evaluation process, however, after negotiations are concluded and a contract has been entered into, all proposals become a matter of public record. Bidders may mark sections of their responses as confidential if the information provided would be considered financially sensitive or trade secrets. The university will make every effort to honor such requests, but may conduct discussions with the bidders concerning the release of said information.

DO NOT contact the committee members relative to this project. Contacting the selection committee members may result in disqualification of the proposer. All requests for information, questions or comments relative to this project should be directed to:

Jennifer Moeves

Buyer

Northern Kentucky University

Lucas Administrative Center, 617

Highland Heights, KY 41099

FAX: 859.572.6995

Email: moevesj2@nku.edu

NOTE: Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your proposal.

Proposals shall not be opened publicly or read aloud. Proposals submitted via commercial delivery service must be received by date and time indicated.

Solicitation Outline:

1. Scope of Solicitation
2. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
3. Scope of Work/Specifications
May be blank if bidding schedule/cost proposal attached
4. Information for Offerors to Submit
5. Qualifications
6. Award Criteria
7. Terms and Conditions
 - A. General
 - B. Special
8. Bidding/Proposal Schedule

1. Scope of Solicitation:

Contract Term is for ten (10) years with the option to renew for five (5) additional one (1) year terms all beginning on July 1, 2020:

It is the intent of Northern Kentucky University to solicit proposals from this “Request for Proposals” for “Food and Beverage Operations” for Northern Kentucky University in accordance with all the requirements stated herein.

In order to be considered responsive, all proposals should be complete and carefully worded and convey all of the information requested. If the proposal fails to conform to the essential requirements of the RFP, the University and the University alone will be the judge as to whether that variance is significant enough to consider the proposal non-responsive and therefore not considered for the award.

The basic and governing language of the possible contract resulting from this solicitation shall consist of the Request for Proposal Documents, including any attachments and amendments, and the Contractor's signed proposal. In the event of a conflict between the two documents, this RFP shall govern.

The primary mission of the food and beverage operations at Northern Kentucky University is to provide a high-quality food program that enhances our students' quality of life and contributes significantly to their educational experience. This mission is an integral component of the University's strategic vision and our quest to become a preeminent liberal arts and sciences university.

A BRIEF DESCRIPTION OF THE UNIVERSITY:

Northern Kentucky University—just minutes from downtown Cincinnati—offers a student-first experience that empowers graduates to further advance the region. With dedicated faculty, compelling courses and a campus alive with learning opportunities, we partner with students to engage and impact the world with their curiosity. NKU, through its seven colleges and excellent academic programs, prepare student-learners for fulfilling careers and lifelong involvement with their communities—and the world beyond.

With accreditation by the Southern Association of Colleges and Schools and The Association to Advance Collegiate Schools of Business International, NKU is focused on lighting the way for a brighter tomorrow.

2. Instructions to Offerors

A. General Instructions

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Addenda: www.nkuplanroom.com Bidders shall acknowledge receipt of any Addenda in their proposal response.

B. Special Instructions:

<p><u>Conference Type:</u> Mandatory Pre-Proposal Bidder's Conference</p> <p><u>Start Time:</u> November 13, 2018 10:00 am EST</p>	<p><u>Location:</u> Northern Kentucky University Lucas Administration Building 506 Highland Heights, KY 41099</p>
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MANDATORY PRE-PROPOSAL CONFERENCE

There will be a **mandatory** pre-proposal bidder's conference to address questions concerning the contents of the project and procedural aspects of the RFP.

NOTE: Attendance at the pre-proposal conference is a prerequisite to submitting a proposal.

Any questions or request for information must be submitted in writing via email prior to December 21, 2018 @ 12:00 PM EST (Deadline for Questions). Questions may be e-mailed prior to the conference. Any written questions received prior to the deadline for questions will be responded to in the form of a written addenda to the RFP.

SUBMISSION OF QUESTIONS

QUESTIONS MAY BE E-MAILED TO:

moevesj2@nku.edu

FAXED TO:

859-572-6995

PREPARATION OF PROPOSAL: Offeror should prepare and submit one (1) signed original, clearly marked and eight (8) copies of proposal and one electronic file on a USB. Proposals should meet the following: (a) all proposals should be complete and carefully worded and should convey all of the information requested by the University. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the University and the University alone, will be the judge as to whether that variance is significant enough to reject the proposal. (b) proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP; emphasis should be on completeness and clarity of content. (c) each copy of the proposal should be bound in a single volume where practical; all documentation submitted with the proposal should be bound in that single volume. (d) if your proposal includes any comments over and above the specific information requested in our Request for Proposal you are to include this information as a separate appendix to your proposal.

ORAL PRESENTATIONS: Offerors may be requested to make oral presentations of their proposals to representatives of Northern Kentucky University. Such presentations provide an opportunity for the offerors to clarify their proposals and to ensure a thorough understanding.

DISCUSSION WITH RESPONSIVE OFFERORS: Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the request for proposals. All offerors, whose proposals, in the procuring agency's sole judgment, needing clarification shall be accorded such an opportunity.

3. Scope of Work/Specifications:

OPEN COMPETITION

1.1

The purpose of this solicitation is to obtain a Food Services Management Contractor to provide exclusive food service operations to Northern Kentucky University. These food service operations will include, but not be limited to, the supervision of the marketing, procurement, preparation and serving of food and food products in Northern Kentucky University's facilities on its Highland Heights campus. The principal objective in this RFP is the overall excellence of the University's Food and Beverage Operations. The specifications of this RFP are intended to preserve the integrity of the University's overall food service operations and not to restrict creativity. Nothing herein is intended to, nor should it be construed to limit competition, but instead is for the purpose of meeting the University's food and beverage needs and objectives using a system of fair, impartial and free competition among Offerors.

The Contractor shall provide all the management, personnel, food products, supplies, equipment, materials, technical support, training, systems, and effort necessary for the marketing and management of Food and Beverage operations, at a level of quality acceptable to the University. The Contractor will be responsible for food purchases and production, quality control, human resources management (hiring, training, development, dismissal, etc.), and financial management of the Food and Beverage Operations. The University shall have the right to designate appropriate staff to work proactively and in liaison with the Contractor to insure full compliance with all terms and provisions of the contract.

The Contractor shall furnish all materials and perform all of the work described in this RFP and its attachments.

3.1 PROPOSAL CONSTITUTES OFFER

By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from terms and conditions set forth herein may render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP supersede any such provisions of this RFP.

PARTIAL PROPOSALS

Proposals will not be accepted for anything other than the entire RFP. The University seeks a "turn-key" operation, with ultimate responsibility for procurement, preparation and service of food and food products.

COMPANY EXPERIENCE AND REFERENCE ACCOUNTS

Offerors must provide information showing company experience in receiving contracts for and furnishing all services comparable to the size and type of operations proposed. Also, Offerors must include the number of boarding students and a general description of type of operations (e.g., cafeteria, snack bars, etc.), and length of service for each client. Specific requirement for this review are as follows.

- (5) Five established accounts that match the profile of Northern Kentucky University.
- (5) Five recently contracted accounts that match the profile of Northern Kentucky University
- (5) Five recently canceled contracts for accounts that match the profile of Northern Kentucky University

General Standards of Operation

The Contractor shall operate the Food Service Operations in a manner that meets or exceeds the following requirements:

The Contractor shall be knowledgeable to changing food service trends, new market food trends, and changing dietary patterns evolving throughout the food service industry. The Contractor shall continually initiate ideas for varied and dynamic methods of food service merchandising, public relations, promotion, and menu presentation in all operations to increase service and maximize potential revenues.

The Contractor shall provide maximum satisfaction to University students, faculty, staff, and guests through quality performance, efficient and effective operations, and wholesome and appetizing food and beverages. The Contractor shall provide the University with standards of operation, management, quality, and support services of the best quality available in the food service industry, including:

To provide an appetizing, appealing, and nutritionally sound dining and catering program to students, faculty, staff, and guests, thus enhancing the reputation of the University.

To maintain a wide variety of quality food and beverage products at pricing structures that provide a good value to the customer and reflect the needs of the University's diverse campus community.

To develop and maintain a superior management team to fulfill the obligations of excellent residential, retail, catering, summer camps, special events and conference operations.

To actively and aggressively market the Food Service Program to the University community, including the development of a variety of program and promotional materials.

To provide a high standard of service and maintain a high level of customer satisfaction with the Food and Beverage Operations.

To maintain financially responsible and fiscally sound Food and Beverage Operations, and to maintain excellent accountability and financial reporting to the University.

To maintain professional appearance and conduct by all Food Service Operations staff and to provide substantive and ongoing operational, customer satisfaction, and safe food handling training to all employees.

To maintain excellent communication with the University's Director of Business Operations and Auxiliary Services and Chief Financial Officer and other staff to demonstrate environmental and energy awareness and responsibility by minimizing waste in any form and to participate in the University's environmental projects, as mutually agreed.

To maintain an attractive appearance and excellent sanitation of all dining service facilities, areas and equipment, and to meet or exceed all applicable state and local health agency standards and requirements.

The Contractor shall develop and implement a quality assurance program with measurable results for tracking student satisfaction, quality of service, and market competitiveness.

Program Scope

During the first year of the Contract, the program scope shall include providing food and beverage services currently provided at those locations specified within the RFP including any agreed changes, as specified in your proposal, and in alignment with the University's Strategic Mission and Master Plan.

The program scope shall include the Annual Plan process outlined within.

The Contractor shall not utilize University space other than the space assigned to the Contractor without the University's advance written approval. As part of their proposal, Offerors may propose to expand the space assigned to food service in designated interior areas and in all exterior space surrounding current food service locations that does not substantially interfere with pedestrian traffic.

Contractor agrees to use the premises only for operation of the University's Food and Beverage Operations. Contractor shall not prepare food and/or beverages for sale or use for any purpose not covered by this Contract.

The number of days that the Food Service Operations is required to be provided will be determined for each location on an annual basis as a part of the Annual Plan process. For the first year of the Contract, the days of operation will be as determined by the University based upon the official University calendar, unless otherwise agreed to by the parties.

The hours of operation for Food Service facilities will be established as a part of the Annual Plan process. The hours of operation for the first year of the contract will be the current hours set forth in this RFP unless the Contractor desires to expand or adjust those hours and receives University approval after the contract is awarded.

TECHNICAL REQUIREMENTS

Operational Standards:

The Contractor will recommend the meal plan prices, food prices, and portions, subject to approval by the University's Director of Business Operations and Auxiliary Services and the Chief Financial Officer. The Contractor will not alter prices once approved without obtaining further approval, and must be able to justify that proposed price increases are the result of legitimately escalating costs of doing business. University approval of price increases will not be unreasonably withheld.

The Contractor shall maintain and regularly revise standardized recipes in order to better respond to student dining trends and consumer demand. A complete standardized recipe file shall be located on site at Contractor's office and at each food service site. Electronic databases are acceptable for this stipulation.

The Contractor shall establish a formal University Food and Beverage Operations Advisory Committee composed of students, faculty and staff, as appropriate, in order to evaluate and obtain input into the Food and Beverage Operations and schedule regular meetings.

The Contractor shall be subject to continual review of the Food and Beverage Operations and facilities by the Director of Business Operations and Auxiliary Services. The Contractor will be notified of conditions necessitating correction or improvements as a result of this ongoing review and will respond to those requests immediately.

The Contractor shall establish and maintain an informational web site for the Food and Beverage Operations, linked to the University's web site. This web site should contain, as a minimum, information on dining locations, days and hours of operation, daily menus, types of food provided at dining locations and catering planning guidelines, menus and pricing. All web-site information shall be kept current at all times.

General Food Specifications for All Food Service Operations

The Contractor is required to use the following specifications as minimums in the preparation of all food called for under the terms of this Contract, unless specifically exempted for a given year in the Annual Plan for that year:

Minimum Standards

- Beef - USDA Prime and Choice (Ground Beef- maximum 20% fat content)
- Lamb- USDA Prime and Choice
- Pork - USDA #1
- Poultry - USDA Grade A
- Provision & Variety Meats- Grade #1 (from Federal, State, city inspected plants)
- Seafood- Fresh preferred; frozen to be national brand packed under inspection of U.S. Dept. of Interior
- Eggs-USDA Grade A
- Butter- USDA Grade A
- Milk & Milk Products - USDA Grade A
- Cheese- USDA Grade A for all graded Cheese (Natural non-processed, unless processed product approved for cooking purposes by University)
- Fresh Fruit- USDA Fancy or USDA #1
- Fresh Vegetables- USDA Fancy or USDA #1
- Canned Fruit & Fruit Juices- Grade A (Fancy) and Grade B (Choice) for all graded juices (Canned fruit water or light syrup packed)

Canned Vegetables- USDA Grade A (Fancy)
Frozen Fruits & Vegetables- USDA Grade A

All salad dressings, sauces and soups shall be prepared on premises using quality ingredients, or shall be of equal quality in flavor, texture, and ingredients, if purchased. The base for soups and sauces shall provide flavoring similar to stock bases and have as low a sodium content as possible.

Imitation or artificial based food items can be used in addition to, but not as a replacement for, real food products. Such items include, but are not limited to, imitation sour cream, artificial sweetener, non-dairy creamers, toppings, etc. Preference is for real food products.

Scratch baking is to be used in most cases, with the exception of high quality pre-made or convenience items. All recipes calling for chocolate shall require real chocolate or chocolate chips rather than imitation products. Fresh/frozen produce shall be utilized when fruits and vegetables are called for in the baking process.

All processed luncheon meats shall be a high quality meat product, two low fat or lean alternatives should be available.

All other food products shall be of comparable quality to the above referenced standards. No fillers or soy additives may be used in any purchased or prepared food products except where specifically stated or approved by the University.

All food items shall be prepared following standard industry nutritional guidelines.

Portion Control Guidelines

In general, all extended meat or casserole entrees shall contain at least 10 pounds of meat per 100 portions. Additionally, a 2-inch hotel pan shall yield no more than 24 portions. Solid meat portions shall be 3½ to 5 ounces. Fish entrees shall be 4 to 5 ounces per portion. Chicken

entrees shall be prepared from 2 to 2½ pound birds cut into 8 portions and served 2 pieces per person. On occasions such as barbeques and theme meals, portion size shall be increased to chicken quarters and served one (1) per person.

The University may, at its discretion, request inclusion of certain foods, spices, brands, and/or food supplies in the inventory, recipes, and menus of the Contractor.

The University reserves the right to periodically review invoices to ensure specifications are being met or to request a certificate of Federal inspection and grading at any time.

Nutrition Awareness Program

The Contractor shall provide and actively promote a nutrition awareness program for all residential and retail dining that encourages an understanding of nutritional needs, a commitment to the lifelong maintenance of good health, and an awareness of ecological, political, and special food issues. Foods included in the program should be prepared with less sugar, salt, fat, and contain more roughage. As part of nutrition awareness, the Contractor should, as practical, provide the following:

- (a) Upon request, calorie cards for all standard items served daily, with the nutritional information per standard serving;
- (b) Nutrition information boards for each entrée served in each location; and
- (c) Nutrition information through charts, posters, table tents, and other visual aids to be rotated monthly throughout the academic year.
- (d) Through market research the university is aware that many potential partners have developed a “*Test Kitchen*”

concept. These kitchens operate on a monthly, or more frequent, basis and provide the campus community professional cooking instruction centered on a healthier lifestyle through proper diet. The university has a high interest in this concept, or a similar version, being a part of the overall food and beverage program.

Service Standards for Food Preparation and Serving

All foods must be garnished for attractive presentation whenever possible.

Serving lines are to be well stocked throughout the entire service. The last customer is to be offered the same range of choices as the first customer.

Serving lines, salad bars, and food display areas shall be merchandized at all times with seasonal displays, flowers, etc.

All hot foods must reach the patron hot, and all cold foods cold.

Contractor's employees shall be trained to be polite and diplomatic in enforcing Contractor and University policies.

Contractor's employees shall be trained to be alert and attentive to customer needs at all times.

Contractor's employees shall be dressed in clean uniforms and should display warm and friendly attitudes.

Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served. The Contractor shall adhere to the general food service standard: "if you are not willing to purchase or eat a product yourself, it should not be served or displayed to the

customer.” Leftover food items served the night before which cannot be maintained at the same level of freshness when first served shall not be used. Leftover food items can only be served one (1) time after the initial cycle date and must be in within three (3) days or less.

All food products stored in any unit must be properly wrapped, labeled, and dated. All storage shall meet University requirements and in general be in compliance with industry and National Restaurant Association standards.

Display and serving areas shall be clean, sanitary, orderly, and attractive, at all times. Specifically, the quality and appearance of food shall be inspected by the Contractor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the serving period.

Any spillage or soil spots shall be removed promptly from counters, steam table pans, general serving areas, and floors.

Salads and other pre-dished items shall be frequently replenished or regrouped so as not to convey a sparse or disheveled appearance.

Re-dishing of entrees shall be avoided.

Partially used, broken, or spilled items shall be removed from the area promptly.

Tables are to be cleaned promptly and trash receptacles are to be cleaned and emptied as required to provide for an attractive and clean facility, at all times.

All chipped dinnerware must be promptly removed from service and discarded.

Service problems shall be anticipated and resolved immediately. Contractor’s management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and

enable supervisory staff to react immediately. Several examples of problem indicators are: lines excessively long for sustained periods of time; bottlenecks causing gaps in lines; delays in production; products which are difficult to serve; running out of beverages or condiments; excessive shortages of trays, napkins, silverware, etc.

Contractor shall provide for the receipt of all complaints from customers and shall respond promptly on its own behalf in a positive, courteous, and concerned manner, and shall take action to insure that causes of legitimate complaints are corrected. The University's Director of Business Operations and Auxiliary Services shall receive copies of all complaints along with Contractor's resolution of said complaints.

Quality Assurance and Food Safety

(Standard industry nutritional guidelines will be referred to in order to set minimum requirements)

Foods will be served at industry standard temperatures, currently as follows:

All foods must be properly stored. Stored foods will be maintained at industry standard temperatures, currently as follows:

Frozen foods, once thawed, shall not be refrozen. Leftover foods from meal service shall not be refrozen, but rather shall be labeled, dated, and refrigerated. Such foods must be used within three (3) days, with the exception of mustard, catsup, bread, and cheese.

All leftovers must be heated to an internal temperature in keeping with Hazard Analysis Critical Control Point (HACCP) guidelines for re-use.

Food Service Operations management shall develop a process that incorporates HACCP monitoring, testing, and recording of serving and storage temperatures.

All foods shall be appropriately labeled, including vegetarian and vegan identifiers. The Contractor shall develop creative displays and attractive garnishes in each serving area. Serving lines, salad and deli bars, and all other food display areas are to be attractively decorated for each meal with seasonal décor or other items.

Contractor will develop quality standards and all its employees will be trained and instructed by Contractor in food preparation methods and procedures.

Sanitation:

Contractor shall be responsible for housekeeping and sanitation of all food service and dining areas, including seating areas. This includes occupational health and safety measures necessary to comply with federal, state, and local laws, ordinances, and regulations. The Contractor shall adhere strictly to all pure food and drug regulations, health laws, ordinances, and regulations as promulgated by the Commonwealth of Kentucky, and agencies having authority there under, and shall indemnify and hold harmless the University, its employees and agents, from all claims arising from Contractor's failure to adhere to such laws, rules, and regulations. Housekeeping and sanitation programs must meet the highest standards of cleanliness. Contractor shall immediately provide to the University's Director of Business Operations and Auxiliary Services any information it receives or develops concerning any allegations or claims of food-borne illnesses. Contractor shall promptly investigate all such claims or allegations up to and including calling in a Sanitarian to review the incident.

The Contractor shall be responsible for gathering and containerizing trash and garbage generated by the operation of Food and Beverage Operations and will participate fully in the University's recycling program in doing so. The University will remove all trash and garbage so containerized at locations to be specified by the University. The cleaning and sanitation of the areas around the trash containers shall

be the responsibility of the Contractor. The Contractor also is responsible for trash pick-up around all outdoor dining areas.

Maintenance of proper sanitation levels is the full responsibility of the Contractor. All state regulations for food service establishments must be maintained. All food service facilities and equipment will be maintained to the levels necessary to successfully pass each health department evaluation with an A rating. A copy of all health inspection reports shall be forwarded to the Director of Business Operations and Auxiliary Services immediately following the inspection. If deficiencies are noted, the Contractor shall include a written report that explains the cause and stipulates how the issues will be corrected. All issues must be addressed promptly and resolved if at all possible within a three (3) day period.

For each food and beverage operation, the kitchen, food storage, dish room, and food preparation and serving area equipment and facilities must be kept clean and in sanitary condition throughout the length of the work day. The following minimum standards must be enforced at all times:

- (a) The dish room and wash sinks will be clean and sanitary; water on the floor will be quickly removed.
- (b) Dish machines and 3-part sinks for pot washing will be maintained to appropriate temperatures and chemical dispensing standards.
- (c) Cooking surfaces will be cleaned and always free from accumulated grease or other waste.
- (d) Steam tables, serving areas, beverage dispenser areas, salad and deli bar areas, and condiment tables will be thoroughly cleaned on a daily basis. Spot cleaning shall occur during all mealtimes so that the entire serving area is free from food debris, spills, or miscellaneous waste.
- (e) Kitchen work areas and food preparation equipment will be completely cleaned following each use; exhaust hoods and filters will be cleaned on a regular basis.

- (f) Non-carpeted floors will be cleaned daily by scrubber or mopping. There shall be no grease, spills, cardboard boxes, towels, or other debris lying on the floor at any time.
- (g) The Contractor shall provide daily vacuuming of carpet and daily cleaning/sanitizing of flooring according to manufacturer's instructions. Spills will be cleaned immediately to prevent permanent carpet or tile damage.
- (h) Walls, window interiors, fan blades, and ducts will be kept clean and free of grease.
- (i) Tray drop counters, carts, and dish room conveyor systems will be cleaned frequently during each meal.
- (j) The Contractor will be responsible for daily cleaning of any and all restrooms and associated paper supplies and hand soap.
- (k) The Contractor will be responsible for maintaining loading docks associated with the Food Service Operations in neat and sanitary condition at all times.

Dining facility tables, chairs, and floors will be spot-cleaned throughout all meal times.

The Contractor will develop quality sanitation standards and all employees will be trained and instructed in such standards, cleaning procedures, personal habits, and hygiene. The Contractor shall train and insure that its staff shall comply with the following standards:

- (a) Acceptable personal hygiene practices, including daily bathing, and washing of hands with warm water and soap upon arriving for work and after using the restroom facilities.
- (b) Clean and appropriate outer garments or uniforms.
- (c) Hairnets or hats for all staff having hair six inches or longer.
- (d) Removal of jewelry (except simple wedding bands) for all food handlers.

The Contractor, in conjunction with the University, is responsible for maintenance of insect and pest control in all food service, production, and storage areas.

The Contractor is expected to participate in the University's recycling program. The University will be responsible for provision and removal of appropriate containers, and for provision of procedural instructions.

Program Minimum Requirements:

The residential dining facility serving concept shall be such that the consumer will be able to make individual item selections from the various menu options available. Dining patrons are expected to self-bus soiled trays and dishes at each meal. The Contractor is responsible for instructing new students regarding busing, and also for removing dishes/trays that are left on tables both inside and outside the food facilities.

Each menu must contain a high degree of variety, and weekend menus shall not consist of leftovers. The cycle menu shall contain premium nights, monotony breakers, appetizer nights, and special events. Reasonable University requests in regards thereto shall be met.

Each meal must include a sufficient number and variety of low calorie, low fat, and low cholesterol foods so that an individual can easily maintain a low fat/low cholesterol diet without requesting special foods or preparation. All low fat and low cholesterol foods must be indicated at their serving locations.

Each meal must include a sufficient number and variety of vegetarian and vegan selections so that an individual can easily maintain a vegetarian/vegan diet without requesting special foods or preparation. Vegetarian/vegan options must be offered at each residential location. All vegetarian/vegan items should be identified at their serving locations.

The Contractor shall insure that company-furnished recipes are revised as necessary to meet the requirements of the University. During the initial year of the Contract for each recipe/product and thereafter for each new recipe/product, customer feedback shall be solicited quarterly and produce/recipe adjustments made. The University's Director of Business Operations and Auxiliary Services shall receive the results of recipe/product testing.

The Contractor shall make every possible effort to reduce and control fat, grease, and sodium content. Low fat, low cholesterol, and lower sodium products are to be used wherever possible providing they meet quality standards.

The Contractor shall provide a variety of programs and special dinners for students. Coordinating with the Office of Residential Life, these shall range from holiday dinners to special "theme" dinners, complete with decorations and music suitable to the occasion. These shall occur monthly during the academic calendar year. These meals shall be promoted to encourage maximum student, faculty, and staff participation. Theme meals may not be substituted for premium entrée nights. Additionally, special dessert options, such as build-your-own-sundaes, should be available on a regularly scheduled basis. Other events such as tasting tables, where students judge recipes for possible inclusion into the food service operations, and informal evening sessions to discuss nutritional topics should also be included.

Snack meal service for study breaks for meal plan holders shall be provided in the residential dining facilities during reading days and final exam periods during the Fall and Spring semesters. These snacks may include a late-night breakfast or impromptu coffee service with a continental breakfast at designated study locations.

Business Partner shall provide staff in dining rooms throughout each meal period to ensure that a trained representative, visible to and recognizable by the consumer, is able and willing to resolve problems.

The following daily minimum menu pattern indicates the standards that shall apply to all meals prepared for the Residential Meal Program. Specifics for a given year will be presented in the Annual Plan for that year:

A. Daily Minimum Breakfast

- Fresh-frozen orange and three other fresh-frozen juices
- Three fresh or canned fruits in own juice or lite syrup
- Two hot cereals and a minimum of five assorted dry cereals
- Choice of one breakfast entree with scrambled eggs and an “omelet bar” with two meats and three vegetables (made to order)
- Choice of two or more meats and garden breakfast sausage patties (on request) daily
- At least five bread and pastry choices
- Pancakes, Waffles and French Toast (rotated daily)
- Assorted Yogurt parfaits with seasonal toppings
- Hash Browns
- English muffins, bagels
- Honey, syrup, cream cheese and shredded cheese on a daily basis
- Peanut butter and jelly/preserves
- Four different sliced breads (white, lite white, wheat, lite wheat)

- Assorted beverages including: coffee, brewed decaffeinated coffee, a variety of teas, hot chocolate and milk (whole, skim, 2%, chocolate, soy)

B. Daily Minimum Lunch and Dinner

- Choice of two hot soups (one must be vegetarian)
- Choice of two hot and four cold sandwiches
- Choice of at least three hot entrees and one vegetable entree
- Choice of at least two vegetables and one starch
- Selection from at least twenty (20) salad items, croutons, crackers and six salad dressings (including low calorie and fat free)
- Assorted breads
- Choice of four desserts, one pudding dessert, and four fresh fruits
- Assorted beverages including: coffee, decaffeinated brewed coffee, hot teas (brewed), milk (whole, 2%, skim, chocolate, soy), hot chocolate, five fresh-frozen juices, eight top national name brand carbonated drinks, four non-carbonated drinks, diet selections available daily
- Ice Cream and frozen yogurt (a minimum of one of each), including cones that customers may

take when eating in or departing from the cafeteria

- Daily Minimum Deli Bar:
 - Four different sliced breads and subs (both regular and lite)
 - Two different meat selections including cured (not chopped) ham always available
 - Two different real cheeses
 - Lettuce leaves and sliced tomato
 - Peanut butter and jelly
 - Two sandwich spreads (periodic changes to ensure variety)
- Daily Minimum Pizza Bar:
 - Three types of pizza by the slice (one must be vegetarian)
 - Salad with selection of two or three toppings
 - Additional specialty station, e.g. Potato Bar, Chili Bar, rotated

C. Premium Dinners

- 8 oz. rib eye steak cooked to order, at least twice a semester
- Shrimp or Scallops
- Flounder or comparable fish

- Another two entrees for seconds
- Baked potato – all “fixings”
- Other comparable premium entrees and appropriate side items

D. Exam Week Snacks

- Light baked dessert items
- Beverages to include punch, brewed coffee, variety of teas, hot chocolate
- Other comparable items as appropriate

E. Special Diets:

The Contractor shall provide any medically required special diets for board plan dining patrons when prescribed in writing by a medical doctor and approved by the University.

Catering Operations

The Contractor shall develop and furnish a comprehensive catering program that is consistent with the image the University desires to project to its internal and external constituents. All catering events must be conducted in a professional manner with creativity, presentation, quality of food, and service consistent with the style of the event. The following shall be the minimum requirements of the program:

- (a) The Contractor shall provide an extensive catering menu, encompassing breakfast, lunch, dinner, beverage/snack breaks,

and receptions, and offering a wide variety of price ranges. The Contractor shall be sensitive to the differing needs of various University constituencies, and recognize that innovative menus and service techniques are required to support the University's diverse roles. In conjunction with submittal of menus for University approval, the Contractor shall provide detailed food component information for review, including product grade, quality, purchase unit, weight, ingredients, etc. The University retains the right to approve specifications for food components.

- (b) University catering events may occur at many different building locations and occasionally off site. Contractor shall work closely with the University staff in order to ensure the highest quality of service, regardless of the location of the catered event.
- (c) Contractor shall be responsible for proper training of any employees assigned to catered events.
- (d) All catering income, including cash sales from catered events, and expenses shall be accounted for and reported separately from retail or meal plan sales.
- (e) Because of limited operating budgets, University departments are sensitive to price. The catering program shall be flexible enough to provide serving sizes and service options that will accommodate these concerns. The catering program must be priced competitively when compared to outside caterers.
- (f) China, glassware, and flatware will be the standard for catering service, and will be of superior quality and different from that used in the residential dining program. Paper and plastic will be allowed only upon request of an event client. The University will provide the Contractor with an initial inventory of china, flatware, serving trays, serving and preparation utensils, and equipment. Thereafter, Contractor shall maintain par inventory levels as a Cost of Operations. Contractor shall be solely responsible for securing

equipment promptly at the closing of an event. When not available from Contractor's standard catering equipment inventory, Contractor must supply or rent specialized catering equipment.

- (g) The Contractor shall maintain adequate staff to answer the catering telephone during normal working hours, Monday through Friday. Catering management and supervisory staff shall be required to carry cell phones and/or pagers for contact during the regular business day, as well as during weekend and evening events. Contractor must make available the cell phone number at which the person responsible for any catering events that occur after office hours can be reached.
- (h) The Contractor shall be responsible for following all University regulations and procedures with regard to facilities access for catered events.
- (i) The Contractor shall be responsible for post-event cleanup for events catered by Contractor. Contractor is responsible for returning all areas associated with the event to their pre-event condition. These areas include but are not limited to common areas, dock and dumpster areas, walkways, service areas, dining areas, hallways, elevators, stairwells, and any off-site production areas. Contractor shall not be responsible for post-event cleanup of catered service performed on campus by others. Contractor shall schedule adequate staff so that the areas affected can be cleaned and organized within two hours after completion of the function.
- (j) For catered events priced and booked as "drop off and pick up later", Client is responsible for clean-up and Contractor and client will coordinate pick-up times. In some situations, pick-up may be the following morning.
- (k) The university is requesting a separate aggressively priced catering guide that meets the needs of students, student organizations, and

the Greek Life community. Typically these events center on the service and delivery of comfort foods but may include more formal catered events several times during the semester. The university will place a high priority on service and pricing proposed for these groups.

Compliance with Existing Meal Plan Program

For fiscal year 2020 - 2021, the Contractor shall be required to comply with all terms of the meal plan program as devised by the University. Meal plan proposals for subsequent years of the Contract shall be developed as a part of the Annual Plan but shall be subject to approval by Northern Kentucky University Board of Regents.

Alcoholic Beverages

Any serving of alcoholic beverages shall be done in accordance with University policy and Kentucky law. The Contractor is expected to apply for and maintain a liquor license suitable for business on a university campus.

Annual Plan

Provision of Annual Plan

By the first of March prior to the beginning of each Fiscal Year (July 1), the Contractor shall prepare an Annual Plan that addresses the following items:

- Proposed Menus

- Retail Pricing Structure
- Proposed Hours of Operation
- Detailed Marketing Plan by Month, including goals and tools for measuring success
- Employee Training Program
- Budgets for all Operating Costs
- Pro Forma Financial Projections by Reporting Period and Year
- Proposed Equipment and Small-wares Expenditure Budget
- Proposed Capital Expenditure and FF&E Budget
- Customer Satisfaction Measures
- Assessment of the Campus Food Service Operations compared to Best Practices in the University Marketplace.

The Annual Plan will be submitted to the Director of Business Operations and Auxiliary Services for University comments and/or approvals. In addition, by the first of November each year, Contractor shall propose meal plan program and pricing structure for the next fiscal year.

All proposed menu cycles must be presented to and approved by the Director of Business Operations and Auxiliary Services on a quarterly basis.

For the first year of the Contract, the Annual Plan shall be available within sixty days of the award of the contract. The University shall have the right to make changes to the Plan. Upon approval of the Plan by the University, the Contractor will be required to comply with the Plan, and shall not substantially deviate from it without the express written consent of the Director of Business Operations and Auxiliary. At the close of each Fiscal Quarter, or more frequently if deemed necessary by the University or the Contractor, the Contractor and Director of Business Operations and Auxiliary Services will meet to review

operating results for the Fiscal Year to date, as well as operating plans for the balance of the Fiscal Year. The University's decision regarding the Plans shall be final.

Marketing:

As part of the Annual Plan, the Contractor shall be responsible for developing and implementing a proactive marketing plan to promote the Food and Beverage Operations to the University community. The Contractor shall be alert to changing food service trends, new market forms of food, and changing dietary patterns evolving throughout the food service industry. The Contractor shall continually initiate ideas for varied and dynamic methods of food service merchandising, public relations, promotion, and menu presentation in all operations to increase service and maximize potential revenues.

At a minimum, Contractor shall

- (a) Provide an on-site marketing manager whose primary focus will be the University and its needs.
- (b) Develop a detailed marketing plan, including a marketing calendar of special events and promotions with tools for measuring success.
- (c) Provide an annual assessment of the Campus Food Service Operations compared to best practices in the University marketplace.

Contractor shall be responsible to develop and produce the following printed materials to promote the sale of meal plans and the Food and Beverage operations annually:

- (a) A description of all meal plan options and dining hours and locations to market meal plan sales to students
- (b) Retail menus and collateral promotional materials

- (c) Residential dining program menus and collateral promotional materials
- (d) Meal plan contracts
- (e) Catering menus and collateral promotional materials

The Contractor shall work closely with the University in developing these marketing materials, in order to insure that they are of professional quality and fully meet the needs of the University.

The Contractor will post all retail and residential dining menus that change on a daily basis on the Web site.

Acquisition of Fixed Facilities and Equipment Outside the Annual Plan

Subject to prior University approval, the Contractor may provide Fixed Facilities & Equipment other than through the approved Annual Plan. Such Fixed Facilities & Equipment may be:

- Donated to the University;
- Used during the term of the Contract and removed by the Contractor at the end of the Contract; or
- Depreciated over an agreed-upon period by the straight-line method as a Cost of Operation. Title to the Fixed Facilities & Equipment shall vest in the University at the beginning of the agreed-upon period.

Transitional Plan

The selected Contractor shall develop a detailed, proactive transition plan for assuming the management of the Food and Beverage Operations and for the successful opening of the University's food service facilities. This plan shall be submitted to the University's Director of Business Operations and Auxiliary Services no later than

April 1, 2020, and shall include a schedule of activities to take place weekly leading up to commencement of the contract and shall be subject to review and approval by the Director of Business Operations and Auxiliary Services who shall retain the authority to make alterations to the plan. The Contractor shall provide professional coordination services upon execution of the Contract, the cost of which shall be borne by the Contractor. The Contractor shall be expected to attend meetings as required by the University to insure a smooth and orderly transition into catering, summer camps and conferences, and campus Food and Beverage operations. Should the selected Business Partner be the current Contractor, a detailed transition plan will not be required.

Site Considerations

Offerors should specify in their proposal response all site requirements for the proposed food and beverage service, including, but not limited to, space, environmental (temperature, humidity, etc.), electrical, telecommunications, and like requirements not currently available. Site requirements later identified as necessary to support the proposed operations, yet which are not specified in the proposal, will become the responsibility of the Contractor, including any additional attributable costs. Upon the award of a contract, the Contractor shall supply the University with detailed specifications for site preparation, including the items immediately sought as part of the Contractor's proposal. Any items not included in the Contractor's proposal shall also be the responsibility, including any additional costs, of the Contractor. Following any required site preparation, Contractor will inspect the site prior to the commencement of operation and certify, in writing that said site is ready for commencement of operations in accordance with the requirements of this RFP. It is very important to note that the condition of the certain facilities may preclude certain site modifications. It is also important to note that the age of some of the facilities puts modification beyond the University's means.

Facilities, Equipment, and Services

Universities Responsibility to Provide:

Food Service Equipment and Dining Facilities: Provide all necessary food service equipment and dining facilities for the use of the Contractor, including a main kitchen. Facilities are fully furnished and equipped.

Office Space: Provide administrative office which is located in the Student Union and the University Center. Both residential dining halls and the food court in the Student Union also have office space available within the operation.

Utilities: Provide all utilities including water and electricity.

Building and equipment maintenance: Provide building and equipment maintenance service.

Refuse Removal: Provide for removal of refuse from refuse collection areas.

Fire Extinguishers: Provide and maintain adequate fire extinguishing equipment. Provide semi-annual cleaning of hood vents in kitchens.

Service Ware Provision: Provide an adequate initial inventory of service wares (chinaware, glassware, silverware), small expendable equipment (pots, pans, kitchen utensils) and linens (towels and potholders). At the commencement of operations, the Business Partner and the University shall jointly undertake an opening inventory.

Telephones and Internet: Provide land line telephones and Internet connections; Contractor may access the University telephone network for

long distance calls and make University related long distance calls through said system. The University will be reimbursed by the Contractor for any long distance calls on a monthly basis.

Kitchen Equipment Provision: Provide basic kitchen equipment (stoves, ovens, refrigerators, freezers, etc.) The purchase of new or replacement equipment will be based upon need, Contractor recommendations, and financial resources.

Surplus Disposal: Provide for disposal of all obsolete equipment declared surplus or determined to be without trade-in or salvage value.

Parking at University Rates: There are loading docks located at Norse Commons, The East Village, and the Student Union where food and beverage service vehicles may park. All Contractor vehicles will require university parking privileges which are purchased on an annual basis. Contractor employees must follow University employee policy in applying for parking. Fees are subject to change, as University parking policy and fee schedules change.

Contractor's Responsibility to Provide:

Housekeeping and Sanitation: Provide daily housekeeping, cleaning and sanitation (including consumable janitorial supplies and equipment) for all food service and dining areas, including receiving and storage areas, kitchens, refrigerators/freezers, rest rooms, offices, hallways, trash and garbage areas, windows and doors (inside and outside), and all ramps and entrances for a distance of approximately ten (10) feet. Dining facility tables, chairs, and floors will be spot cleaned throughout all meal times. Additionally, Contractor will perform comprehensive floor care (stripping, waxing, buffing, etc.) in all food service locations on an as needed basis. Use of a subcontractor for comprehensive floor care shall be subject to approval by the University. Facilities and equipment are to be maintained at levels necessary to pass each health department evaluation with an

“A” rating. Failure by the Contractor to maintain “A” rating may be cause for termination.

Service Vehicles: Furnish all transportation: vehicles, vehicle maintenance and operators necessary for the operation of the contract, to include all catering functions.

Service Ware Inventory: Maintain the inventory level of service ware (chinaware, glassware, silverware, serving trays, etc.), small expendable equipment (pots, pans, kitchen utensils, etc.) provided by the University. Contractor and the University shall jointly undertake an opening inventory and Contractor shall maintain this inventory as a direct cost of operation and take reasonable measures to protect the inventory from loss by pilferage or destruction.

Linens and Uniforms: Maintain linens and uniforms as required for normal operation of food service program, including cost of laundry.

Negligent Acts: Replace from corporate overhead all food service equipment and facilities that are damaged or lost due to negligence and/or resulting from dishonest acts of Business Contractor’s employees.

Asset Tracking and Inventory: Maintain inventory and repair records for all major kitchen equipment and furniture by food service location; track equipment and advise the University of relocation/movement, required equipment repair, purchases or replacements and assist in preparing necessary specifications.

Trash and Garbage Containerization: Be responsible for gathering and containerizing trash and garbage generated by all food service locations, and participate fully in the University's recycling/environmental efforts. The cleaning and sanitation of the areas around the trash containers will be the responsibility of the Contractor, including the trash pick-up around all outdoor dining areas.

Pest Control: Contractor is responsible for maintenance of insect and pest control in all food areas including food service, production, and storage areas.

Service Call Initiation: Initiate service calls, on behalf of the University, on pre-established contracts such as pest control, grease trap cleaning, window cleaning, and equipment repair.

Point of Sale Systems: Furnish and maintain all point of sale systems, hardware, and software, necessary to operate a meal plan and debit card for food service operations including credit card equipment; pay all merchant and card fees associated with credit card usage in food service operations. Credit card processing, by the Contractor, will not be allowed to be housed on the universities network. Contractor will be responsible for establishing and maintaining a PCI compliant network for processing credit cards.

Legal Compliance: Comply with all laws, rules, and regulations applicable to the food service operations and dining facilities of the University promulgated by any federal, state, or county government bureau or department.

Telephone Charge Payment: Pay for all non-contract related long distance telephone charges monthly. Provide cellular telephones to employees, as required.

Allow University Access: Allow University personnel, responsible for inspection and maintenance, to have full access to all areas under their control at any time with or without notice.

Identification: Furnish all non-management employees with uniforms and all personnel with nametags acceptable to the University.

First Aid Equipment: Maintain first aid equipment and supplies in all production and service areas.

Proprietary Office Systems and Equipment: Provide proprietary office equipment and systems necessary to operate food services.

Key Control: Be responsible for the control and safekeeping of all keys issued by the University; Contractor is responsible for the lost key replacement cost, including changing lock(s) to maintain building security if necessary.

Security: Be responsible for the security of all owner's property and personal property under Contractor's custody and control, including personal property of Contractor's employees and agents, and for any repairs to or replacement or compensation for such property which may arise out of theft, loss, or damage.

Personnel

Employee Assignment: Contractor agrees to assign for duty only qualified management and professional employees acceptable to the University. No changes in management and professional personnel will be made without prior consultation and consent of the University. Only on-site managers and professional staff may be charged under this contract. Managers on campus in excess of the proposed management organizational chart and offsite managers will be paid out of corporate overhead. Contractor further agrees to maintain an adequate staff of its management employees on duty at the University dining facilities and services, and to provide such expert administrative, dietetic, and marketing, procurement, equipment consulting and personnel advice and supervision which may be required.

Background Checks and Policy Adherence: Business Partner employees (including sub-contractor employees) must pass a criminal background check before assignment to the University; Contractor's personnel shall strictly adhere to campus policies and regulations regarding personnel behavior and safety.

Management Replacement Requests: The University reserves the right to request the replacement of any management personnel due to operating difficulties determined to be the result of inferior on-site management practices/performance. The University will furnish thirty (30) days' notice.

Employment Taxes: Contractor assumes full responsibility for payment of all State and Federal taxes for unemployment insurance, old age pensions, or any other Social Security legislation for all its employees engaged in the performance of any contract resulting from this RFP and further agrees to meet all requirements that may be specified in regulations now or hereafter promulgated by the University's administrative officials. Those costs shall be a direct cost of operation.

Non-Hire Agreement: Neither the University nor the Contractor will hire each other's management employees without written permission during the term of this contract plus six months.

Student Employees: In keeping with the University's policy of providing work experience for its students, the University desires that the Contractor use students in its employ to the extent possible. Student workers will be the employees of the Contractor, and will be paid no less than the applicable Federal Minimum Wage rate.

Employee Health/Hygiene: The Contractor shall cause all of its employees assigned as food handlers at the University to submit to periodic health examinations given at least as frequently and as stringently as required by law and to submit satisfactory evidence of compliance with all health regulations to the University upon request.

The Contractor shall further visually inspect employees at least daily to ensure compliance with established hygienic practices.

Employee Identification: The Contractor shall provide all food service personnel with uniforms and nametags acceptable to the University.

Permits, Licenses, Fees: The Contractor will pay for all permits, licenses and fees as necessary.

Non-Discrimination: The Business Partner will not discriminate against any employee or applicant for employment because of race, creed, color, age, gender, or national origin, and will make a diligent and continuing effort to insure that they are afforded equal employment without discrimination because of race, creed, color, age, gender or national origin. Diligent and continuing effort will also be made to employ handicapped persons wherever possible. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation and selection for training.

Confidentiality: In the event that a response to this RFP contains information which is deemed by the proposer as being of a proprietary nature, the pages containing such information must be clearly marked “proprietary information” and placed in a marked envelope. The University will disclose this information only to the members of the evaluation committee. However, a proposer cannot classify any information pertaining to contract terms, experience, proposed products or proposed pricing as proprietary information. All information and material returned with each proposal shall become part of any contract which results from this proposal and will become a public record. All proposals are subject to the Kentucky Open Records Act (KRS 61.881).

Equal Employment Opportunity: The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, age, gender or national origin

EEO Compliance Certification: The Contractor will sign a statement certifying that it will comply with applicable Federal and State equal employment opportunity laws.

Employee Service Attitude: Service attitude of employees is very important and will be periodically evaluated by the Director of Business Operations and Auxiliary Services or his or her designee. The Contractor must have an ongoing training program to ensure that the highest standards are consistently maintained.

Food Handling Standards: Contractor shall require that Food Service Operations activities, to include all food storage, handling, preparation, dispensing, and other operations, and personnel management procedures and practices, meet applicable health standards prescribed by city, county, state and federal laws and regulations.

OSHA: Contractor represents that all services provided hereunder shall comply with the Federal Occupational and Safety Act, as may be amended, and including regulations adopted pursuant thereto by the Commonwealth of Kentucky.

DHEC: Contractor shall ensure that all Food Service Program operations and services are conducted in compliance with the Commonwealth of Kentucky Department of Health and Environmental Control Regulations.

High Standards: Contractor guarantees that all Food Service Operations employees are cleanly and properly attired, maintain high standards of personal hygiene, and perform their duties in an appropriate and workmanlike manner.

Sick Employees: Contractor shall ensure that any Food Service Operations employee reporting to work ill shall be sent home and not allowed to resume work until fully recovered. When Contractor becomes aware that any employee has an illness, communicable disease, or other condition which could affect the safe, sanitary, or healthful operation of the Food and Beverage Operations, the Contractor will ensure that said employee is not allowed to work and undergoes an examination by a licensed physician. If such a condition is verified, Contractor shall immediately inform the University, and shall not utilize the services of said employee on the University's premises until a licensed physician states that the employee has returned to a healthful status, indicates it in writing, and return to work in the Food and Beverage Operations is appropriate.

Health Authority Review: The University, at its discretion, may request a "health authority," to conduct appropriate reviews and verifications deemed necessary to ensure that the Contractor is in compliance with applicable regulations governing operations and services, and that a healthy and safe environment is being maintained. Contractor agrees to such reviews and verifications, will positively cooperate and assist in their conduct, and address findings and recommendations in an expeditious and appropriate manner.

Neat Attire: Contractor shall insure that all employees will be dressed in neat-appearing uniforms, and will wear proper, safe, and neat-appearing footwear. The term "uniform" is interpreted to include all apparel, nametags, hats, hairnets, and so forth. Contractor shall submit its proposed uniform program, including samples of uniforms and other standard apparel for all service personnel, for approval by the Director of Business Operations and Auxiliary Services or designee.

New Employee Training: Contractor shall perform individual training for all employees. For any new employees assigned to the University's Food and Beverage Operations, Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new employee. All Contractor employees shall be instructed and trained by the Contractor in proper:

- Food preparation methods
- Customer service standards of excellence
- Sanitation standards
- Dress and identification
- Personal habits and hygiene
- Cleaning and sanitation procedures
- Life safety
- Equipment operation

Labor Disturbances: The Contractor shall notify the University in writing of labor, employee, or supplier problems or any other circumstances that could adversely affect Food and Beverage operations. The Contractor shall continue to provide services under the Contract in the event of strikes and other labor disturbances.

Employee Qualifications

The University, in cooperation with the existing food service Contractor, has been successful in attracting highly qualified professionals to manage and conduct its food service operations. The University does not wish to diminish the level of talent and expertise it has achieved in the food service operations and will expect the Contractor to place only experienced, well-educated and well trained qualified employees. (Offerors are cautioned that a rigid, decentralized management concept that defers its decisions to a regional or national office will not be acceptable.)

Cost of Operations

Cost of Operations shall include the following, and only the following, costs directly attributable to the operation of the Food and Beverage Program:

Invoiced cost of food and beverage

Salaries and wages, including management salaries, bonuses, if any, of all management staff employed at the University in carrying out the terms of this Contract. No costs for district manager or higher employees of Contractor shall be charged as a Cost of Operation.

Payroll taxes

Actual cost of employee benefits, including workers' compensation insurance.

Invoiced cost of office, paper, and cleaning supplies related to normal Food and Beverage Operations.

The cost of general liability and other insurance maintained pursuant to this Contract.

Costs associated with the use and maintenance of delivery vehicles as required for operation of the Food and Beverage Operations.

Cost of direct operating supplies and small wares required to maintain inventories at par stock levels.

Cost of linens and uniforms as required for normal operation of the Food and Beverage Program, including the costs of laundry thereof.

Direct banking fees.

Cost of subcontracted services, including those services contracted by the University on the Contractor's behalf.

Cost of armored car service.

Cost of cellular telephones and Internet services and modems for non-University owned hardware.

Employee training expenses as presented in the Annual Plan and approved by the University's Director of Business Operations and Auxiliary Services or Chief Financial Officer.

Costs of implementation of the marketing plan developed as a part of the Annual Plan process, including all promotional materials.

Costs associated with equipment rental, including debit card equipment rental, as approved in advance by the University's Director of Business Operations and Auxiliary Services or Senior Vice President for Administration and Finance.

Cost of decorative items as required for normal operation of the Food and Beverage Operations.

Costs associated with the normal marketing and sales of the Food and Beverage Operations.

License fees payable as required by approved licensing contracts, including any commissions and royalties paid to branded partners approved in the Annual Plan.

Charitable contributions as approved by the University.

Commission expense paid to the University.

Depreciation costs on any equipment provided.

Taxes, except for taxes on Contractor's income.

Approved professional design services.

Other direct operating expenses necessary for the successful operation of the Food and Beverage Program, as specifically and individually approved by the University's Director of Business Operations and Auxiliary Services or Chief Financial Officer.

Any additional costs that the Contractor desires to be charged against operations must be negotiated with the University's Director of Business Operations and Auxiliary Services or Chief Financial Officer.

Unallowable Items of Expense

Expenses to be paid by Contractor and not included as a Cost of Operation specifically include, but are not limited to, the following:

Expense of payroll computations and disbursement of payroll.

Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers.

Corporate or regional office accounting expenses including the costs of producing financial reports.

Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to the Contract.

Equipment maintenance or repairs necessary as the result of the acts or omissions of Business Partner or its employees.

Monies or other property lost or stolen, either on or off the University's premises.

Inventory interest or carrying cost.

Excessive overtime pay.

Legal expenses except those approved by the University.

Charitable Contributions except those specifically approved by the University.

Relocation expenses of any of Contractor's employees.

Memberships in local or national groups of any type.

Costs for any Contractor's employee to attend seminars or conferences of any type, unless approved by the University as part of the Annual Plan.

Travel expenses of all personnel above the Director of Campus Food Services.

Contractor's personal use of institutional facilities.

Cost of any transition services.

Cost of University parking permits for Contractor's employees or guests.

Unapproved professional design services.

Any other cost or expense not expressly set forth herein as an approved expense of Food and Beverage Operations.

Equipment and Small-Wares

Provision of Equipment:

The University agrees to make available to the Contractor for use all existing furniture, fixtures, and equipment associated with the food and beverage facilities. Ownership of said furniture, fixtures, and equipment shall remain with the university. The Contractor will be required to keep all furniture, fixtures, and equipment in good repair and condition, and protect them against misuse, loss, pilferage, or destruction. When the Contractor either wants or needs to replace existing items and equipment, it will be the Contractor's responsibility to obtain approval of the University to replace these items and specific approval of the items with which they will be replaced. If these items were part of the original inventory belonging to the University, they will be disposed of in accordance with the University's surplus property process. The University will pay for all replacements of equipment belonging to the University. Upon expiration or termination contract, title of all equipment and fixtures, that have become permanent fixtures, or whose removal would require repair to the facility, will pass to the University. The Contractor may not remove any University-owned

equipment without the approval of the Director of Business Operations and Auxiliary Services or the Chief Financial Officer.

Provision of Small-Wares:

The University will initially provide all existing University owned small-wares, including kitchen utensils, china, glass, silverware, service pieces, linens, and table decorations for Food Service Operations facilities. Ownership of said small wares shall reside with the University. Contractor will be required to keep all small-wares in good repair and condition, and protect them against loss, pilferage or destruction. If the Contractor determines that it no longer wants the use of these items, it shall notify the University, which shall dispose of the items under its surplus property disposal procedures. The Contractor will be responsible for maintaining adequate small-wares stocks and for purchasing replacement small wares on an ongoing basis. The University must approve the design of any small-ware that will contain a logo of any sort.

Inventory of Equipment and Small-Wares:

A joint physical inventory of equipment and small wares may be taken from time to time during the term of the Contract, including one at the beginning and termination of the Contract. If any provided equipment is lost, damaged, or unaccounted for prior to expiration of its useful life, either during or at termination of the Contract, then the Contractor will either pay the University an amount proportionate to the remaining useful life of the item using the straight-line method of amortization or replace items with items of matching pattern and equal quality.

Card Reading Equipment and Identification Card Services:

Northern Kentucky University uses a “One-Card” student, faculty, and staff identification system. Among functions, this card features a campus debit card that can be used at multiple campus locations including all food service operations, bookstore, athletic events, convenience copiers, vending, etc. The Contractor will utilize this system exclusively for identifying; counting and maintaining student meal plan records and participation.

Note: the current CBORD POS system is owned by Northern Kentucky University and primarily operated by our Contractor, Chartwells. With the inception of the new food and beverage contract it will be the responsibility of the Contractor to purchase and maintain a CBORD/MICROS POS System that will fully integrate with the universities primary CBORD System. The University and the Contractor awarded the contract may discuss the buyout of the current equipment or the Contractor may choose to purchase new.

The Contractor must provide sufficient equipment at each food service location to fully utilize the University’s All-Card debit and meal plan system.

The Contractor will utilize the University’s All-Card exclusively for identifying participants, counting and maintaining student meal plan records and participation.

Provision of Facilities:

The University will provide the Contractor with facilities required for performance of the Contract. Current facilities, and administrative space described as office space in this RFP.

Renovation and Repair of Facilities:

The Contractor shall participate fully in the renovation, maintenance and repair of Food and Beverage Operations facilities other than those requiring major repair or renovation of the facilities' electrical, mechanical and plumbing systems, due to normal usage (i.e., not attributable to Contractor misuse or negligence). Facilities will be maintained in excellent condition and will be renovated and updated on a schedule that ensures a first-class appearance. The Contractor shall present to the University through the annual planning process any major repair or renovation needs for the University's consideration and approval and in proposing a schedule for the work shall allow at least (3) three months for University review and approval of proposed projects.

When renovations take place, the Contractor shall participate with the University in the preparation of a comprehensive plan for the operation of the Food and Beverage Operations during the renovation period, which shall address at a minimum the following matters:

- Service to customers
- Revenue generation
- Facility alternatives
- Required Equipment
- Logistics
- Expenses

Project management of all renovation or new facilities will be handled jointly by the Contractor and the University. University decisions regarding the renovation plan shall be final. The university will have the sole right to bid all A&E services as well as the actual construction project.

Area Treatment:

An area treatment is any construction, fabrication, or renovation work, all traces of which are not easily removed by the Contractor from University property. The Contractor may propose at its expense and, with the Director of Business Operations and Auxiliary Services advance written permission as part of the Annual Plan, to execute area treatments that will enhance the services prescribed under the Contract. The required process for such alterations is (1) submission of a written design concept, including sketches, to the Director of Business Operations and Auxiliary Services at least three (3) months prior to the beginning of the project, (2) approval of design concept by the Director of Business Operations and Auxiliary Services, (3) submission of schedule, detail plans and drawings, and listing of all work that is requested to be done by the Contractor, and (4) written approval of schedules and plans by the Director of Business Operations and Auxiliary Services and Chief Financial Officer. The Business Partner is not relieved of its responsibilities under the Contract if it elects to use a third party to install area treatments. All treatments, whether complete or incomplete, shall immediately become property of the University. Contractor shall not make any alterations, additions, or improvements to any facilities without first obtaining the written consent of the University.

Professional Design Services:

The University may, from time to time and as mutually agreed upon, require the professional design services of the Contractor to assist on a consulting basis in the development of layouts and specifications for new or remodeled Food and Beverage Operations facilities or equipment. All costs of this service will be borne by the Contractor, unless negotiated and agreed to in advance.

USE OF THIRD PARTY CONTRACTORS:**General:**

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

Branded Concepts Marketing:

A branded concept is the establishment of a sales area that looks like, and sells the products of, a vending entity (restaurant or the like) that is marketed independently of the Contractor at local, regional, or national level. It is more than simply a dispenser or display of product. Rather, the sales area for the branded concept attempts to evoke the presence of products of a party separate and distinct from the University or the Contractor on campus, and takes advantage of the demand created by advertising for the third party's products. The Contractor shall propose through the Annual Plan process the establishment of branded concepts based on input from students, faculty and staff gained through an annual survey, and shall provide plans, drawings, proposed renovations, menus, signage, and marketing plans for these.

FINANCIAL REQUIREMENTS**Financial Reports:**

The Contractor shall submit to the University's Director of Business Operations and Auxiliary Services a detailed Operating Statement for each accounting period and fiscal year to date. Weekly reports detailing Board charges, debit card and cash sales, and catering sales must accompany the monthly operating statement. The Chief Financial Officer or Director of Business Operations and Auxiliary Services may require other routine or special reports on an as needed basis.

Management Fee, Entitlement Fee and Handling of Receipts:

The Contractor shall retain all gross receipts and shall be entitled to reimbursement for all direct costs of operation incurred in the operation of the food service facilities on the University's premises. Gross receipts are defined as the amount paid to the Contractor by the University for Board Plan patrons and the amount of cash receipts from a-la-carte/cash sale meals, NKU All-Card debit card sales, and other sales of food products and/or services. The University does not guarantee any entitlement to the Contractor, it being understood that the Contractor shall receive its entitlement only if gross receipts from operations are sufficient to cover the Contractor's entitlement. The Contractor shall, however, be entitled to reimburse itself for any missed entitlement incurred during one accounting period from profits earned during another accounting period within the same operating year. In other words, reconciliation and reimbursement will be based upon the net results of all twelve accounting periods within that operating year. The Contractor shall remit profits in excess of said entitlement to the University within thirty (30) days after the end of the University's operating year.

Board Rates:

Board rates for the initial term of any contract resulting from this RFP shall be as specified in this RFP. Contractor shall submit to the University's Director of Business Operations and Auxiliary Services and Chief Financial Officer any proposed changes to the Board rates for the following academic year no later than November 1st. Board rates shall be determined on an academic year basis, from the first day of service of the Fall semester until the completion of the Spring semester. Summer sessions Board rates will become effective the first day of service of the First Summer session and remain in effect until the last day of service for the Second Summer session. No credit will be allowed for meals missed by boarding students unless there is an approved medical excuse or the student has formally withdrawn from the University.

Cash and Catering Sales Commission:

The Contractor shall return to the University a commission of no less than five (5) percent for internal and ten (10) percent for external functions of net receipts from catering services (cash receipts from sales less applicable State and local taxes). Said commission will be payable within thirty (30) days following the end of each accounting period.

Non-Board Plan Pricing:

Prices for items offered for cash sale may be priced a-la-carte or by the meal, as mutually agreed. Contractor shall secure the approval of the University's Director of Business Operations and Auxiliary Services before any price increases are made. Proposed changes to cash sale prices will be submitted semi-annually and are due not later than thirty days prior to contract renewal date and the following January 31st of the term or any extension of a contract resulting from this RFP. Proposed changes to catering prices will be submitted to the University's Director of Business Operations and Auxiliary Services and are due not later than thirty days prior to contract renewal date of the term for any contract extension. Proposed increases to catering prices at other times must include appropriate written justification. All requests for price increases will require documented regional and local market baskets from the higher education market.

Meals Consumed by Contractor's Employees:

The Contractor may not bill the University for food purchased or for services rendered in connection with meals consumed by the Contractor's employees. Employee meals are to be included as cost of operations for employees who work more than four (5) hours per day.

Start Up Costs:

Offerors may propose start-up costs required for the Fall-2020 academic year; this cost, if any, will be subject to negotiation and approval by the University's Chief Financial Officer and the Director of Business Operations and Auxiliary Services. Any approved start-up costs provided to the Contractor by the

University will be due and payable no later than October 31st of the calendar year.

Sales Tax:

Contractor will remit to the Kentucky Department of Revenue any Kentucky sales tax that the University instructs Contractor to collect and to the City of Highland Heights any city restaurant tax that the University instructs Contractor to collect. Contractor will remit to a schedule that would allow the Contractor to fully realize all early payment discounts.

Capital Investment:

Northern Kentucky University has a dynamic long-range plan to improve facilities as part of our strategic plan and campus-wide master plan. The University will require the Contractor to make available a Capital Investment for renovation/replacement of food and beverage facilities. Contractor will provide detail in their proposal relating to the amount of capital investment available during the term of the contract including timing of the available dollars and amortization schedule/plan. The University will request \$5 Million dollars in capital investment funding. The funding should be explained as outlined at the beginning of this paragraph. The University will also be open to discussing both lower and higher amounts of funding if supported in your overall use of funds.

This Capital Investment will be amortized on a straight-line basis with no interest over the term of the contract. Upon expiration or termination of this Contract by either party, for any reason, prior to the complete amortization of this Capital Investment, the University will reimburse the Contractor for the unamortized balance of the Capital Investment as of the date of expiration or termination.

The Contractor will be required to pay, on a monthly basis, 2.5% of gross sales to be placed in a maintenance, renovation, restoration, and construction fund. This fund will be maintained at and controlled by the university. The university will consult with the Contractor, but maintain final approval, for the uses of these funds.

ACCOUNTING

Meal Plans Master List:

The University shall maintain a master list of all persons authorized to be on each meal plan and shall furnish it to the Contractor. Payment by the University to the Contractor will be based upon the number of persons listed each Thursday and any adjustments shall be made by the end of each accounting period. The University currently employs a University managed “one-card campus ID card” called the NKU All-Card, utilizing the CBORD Odyssey system. The Contractor will utilize this system exclusively for identifying, counting, and maintaining student meal plan records and participation upon implementation.

Distribution of Board Plan Charges:

Distribution of board charges to the Contractor in each semester shall consist of accounting periods agreed to by the Contractor and the University. The University will be invoiced on a monthly basis for the actual number of students on a board plan and for debit card and dining dollars revenues. The University shall promptly pay. In addition, the Contractor shall submit to the University an operating profit and loss statement for the accounting period and year to date.

Payments to the University:

Within 30 days of the end of the University’s fiscal year (June 30), the Contractor will submit an annual statement of profit and loss on the University’s food and beverage services account along with payment to the University of its share of any profit as required.

Management Fee, Entitlement Fee and Handling of Receipts. Profit or loss will be determined by deducting the allowable cost of operations from sales plus a management fee of six (6) percent of gross receipts. All net profits earned beyond six (6) percent of gross receipts will be split fifty-fifty between the Contractor and the University.

This statement may be audited by a University auditor or, if requested by the Contractor, an independent accounting firm which will be chosen jointly by the University and the Contractor, who will share equally in the cost. The report shall be the final determinant of the profit or loss for the period audited. Any additional amounts to be owed determined by the auditor's review will be submitted within 14 days of the auditor's report.

Maintenance of Books and Records:

The Contractor shall maintain accurate, complete and separate financial statements that are prepared in accordance with Generally Accepted Accounting Principles reflecting the Food and Beverage Operations on the University campus together with appropriate supporting data and documents. Separate accounting shall be provided for Board Plan cash operations. Within twenty (15) days after the end of each Reporting Period, the Contractor shall provide reporting period financial statements including an income statement, and a balance sheet, and year-to date reports in a form acceptable to the Director of Business Operations and Auxiliary Services or designee. All books and records relating to this account must be retained for at least three (3) years following the end of the contract year to which they relate.

Purchasing by Contractor:

When taking bids or issuing purchase orders, the Contractor shall be under a duty to use its reasonable best efforts to secure for the University any and all local discounts, commissions, or rebates obtainable as a result of such purchases and will pass those discounts directly on to the University. Discounts or rebates offered to the Contractor that are not directly related to this contract are not required to be credited to the University.

Purchasing from Contractor:

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

INDEMNIFICATION AND INSURANCE REQUIREMENTS**Indemnity:**

Contractor agrees to indemnify and hold Northern Kentucky University, its officers and employees harmless and free from loss, damage or expense arising out of claims for bodily injury or property damage as a result of Contractor's or Contractor's employees' acts or omissions in performing operations under this agreement. The University agrees to notify Contractor of any claims for which it seeks indemnity under this agreement in a timely fashion and to cooperate with the Contractor in the investigation, defense and settlement of all such claims. The Contractor agrees to provide the following insurance coverages during the term of the contract.

General Liability Insurance:

Comprehensive general liability insurance, broad form, written on an occurrence basis, with defense cost provided in excess of the limit of liability, that will protect and defend the Business Partner and any subcontractors, their employees or agents performing work covered by this Contract accordingly. The limits of coverage shall, as a minimum, be \$1,000,000 combined single limit liability for bodily injury and property damage for each

occurrence. The following coverage parts shall be included: liquor liability with limits of not less than \$1,000,000 per occurrence; personal injury Group A bodily injury and property damage, Group B personal and advertising injury, and Group C medical payments; broad form property damage; and contractual liability. A company or companies with at least an “A” Best Rating or rating equivalent and qualified to do business in the Commonwealth of Kentucky shall issue such policy of insurance.

The insurance policy shall name the University as an additional insured.

Commercial Automobile Liability:

Commercial Automobile Liability Insurance providing bodily injury and property damage coverage, covering all owned, non-owned, and hired vehicles used in connection with the activities undertaken under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence.

Workers’ Compensation and Employer’s Liability Insurance:

Workers’ Compensation and Employer’s Liability Insurance covering each employee engaged in the performance of the work under this Contract, with a limit of liability in accordance with applicable law in the case of Workers’ Compensation Insurance, and with the following limits of liability in the case of Employer’s Liability Insurance:

Bodily injury by accident: \$100,000 each accident

Bodily injury by disease: \$500,000 policy limit

Bodily injury by disease: \$100,000 each employee

Business Interruption Insurance:

Business Interruption Insurance covering loss of income and extra expense by the Contractor for the period of one (1) year resulting from interruption of business caused by any covered occurrence.

Umbrella Liability Coverage:

Provide Umbrella liability coverage of \$1,000,000 per occurrence.

Employee Dishonesty Insurance:

The Business Partner shall provide Employee Dishonesty Insurance covering all employees of the Business Partner, of a nature designed for Food and Beverage Operations, in an amount satisfactory to the University, at the inception of the contract. The insurance policy shall name the University as an additional insured in the event that the dishonesty of a Business Partner's employee results in a loss of University property.

Performance Bond:

The University will require as security for the faithful performance of all terms and conditions a performance bond in the amount of \$1,000,000.

General Requirements

Occurrence Basis: All insurance coverage shall be on an occurrence-basis. Claims-made insurance coverage will be acceptable only when occurrence-basis insurance coverage is not attainable. Claims-made coverage must include tail coverage for claims presented within thirty-six (36) months of Contract termination.

In Effect for Duration of Contract: All insurance shall remain in full force and effect throughout the duration of the Contract. All insurance shall be secured by the Business Partner from companies of recognized financial responsibility, licensed to do business in the Commonwealth of Kentucky and shall be signed and countersigned by a Kentucky licensed resident agent.

Relief of Responsibility: Failure or inability to secure the required minimum, or fully adequate, insurance by/for the Contractor, any subcontractors, any employees, or agents of either, shall in no way relieve the Business Partner of the responsibility for its own acts or the acts of any subcontractors or any employees or agents of either.

Certificates of Insurance: The Business Partner shall provide certificates evidencing each of the insurance policies to be maintained by each in compliance with the provisions of this RFP and the Contract at the start of the Contract. Each binder and policy required by the RFP and the Contract shall

provide that coverage may not be amended, modified or canceled without a minimum of thirty (30) days' notice to the University. Any changes or alterations affecting the University, its employees or agents must have prior approval, in writing, by the University. Business Partner shall provide copies of insurance policies upon request of the University.

IV. Information for Offerors to Submit

All proposals should be complete and carefully worded and should convey all information requested by the University. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the University and the University alone, will be the judge as to whether that variance is significant enough to reject the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposals which include either modifications to any of the contractual requirements of the RFP or an offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

To be considered for award, all proposals must include, as a minimum, the following information. Offerors should restate each of the items listed below and provide their response immediately thereafter. **All information should be presented in the listed order:**

Signed Cover Page of this RFP and signed Page 47

Cover Letter - Submit a cover letter, which includes a summary of the offeror's

ability to perform the services described herein and a statement that the offeror is willing to perform those services and enter into a contract with Northern Kentucky University. The cover letter must state that the offeror will comply with all requirements of the RFP. The cover letter must be signed by a person having the authority to commit the offeror to a contract.

A. MANAGEMENT APPROACH AND QUALITY EXPECTATIONS

Analysis of Campus Food Service Operations and Proposed Operations:

Describe each facility to be operated on the campus of Northern Kentucky University, including:

- Evaluation of current use
- Recommendations/Innovations/Renovations including anticipated benefits
- Type of operation/service, e.g. full service, deli, specialty foods, etc.
- Projected cost for implementing the proposed design

Provide "Standards of Performance" for the following:

1. Quality control of food and service.
2. Personnel Policies and Procedures.
3. Purchasing Procedures.
4. Food/Beverage Purchasing Specifications.
5. Sanitation Standards.
6. Environmental responsibility.
7. Quality assurance program.
8. Financial Reporting to the client.

Provide analysis of common food and beverage challenges and recommended solutions.

B. Personnel

Quality of personnel is of critical importance in the University's decision-making process. It is the expectation of the University that the Contractor will offer a management team that is experienced, highly qualified, quality oriented, and displays excellent business acumen. Offeror shall submit the following:

1. Résumés of key personnel in regional management positions, as well as the names and résumés of the top-level personnel that will direct campus operations (including catering).
2. Designate the individual who will serve as the primary account contact to University's Director of Business Operations and Auxiliary Services, i.e. individual available to the University to address any issues that may arise under the contract during the regular business hours of the University and by cell phone during and after business hours seven days a week. (If proposed candidate leaves the employment of the Offeror before evaluation, the Offeror has the right to substitute, with the approval of the University, a proposed candidate with equivalent qualifications for the interviews.)
3. Submit an organizational chart illustrating the proposed management structure for the University's account. All management and supervisory positions should be clearly identified.
4. Submit position descriptions including minimum eligibility requirements for Resident District Manager, Directors of Residential, Retail, and

Catering, Executive Chef, Marketing Manager, and Level One Assistant Directors.

5. Provide proposed staffing guides for each dining location, including management, full-time and part-time employees.
6. Describe practices/methods in place for hiring and retaining quality food service employees.
7. Describe training programs, both formal and on-the-job, proposed for both management and hourly staff, including program details and proposed implementation, including training cycle and frequency of training classes/activities.
8. Briefly outline any proposed incentive reward programs for both management and hourly staff.
9. Briefly describe ability to provide qualified full-time personnel and management staff, along with ability for replacement. Discuss sources for part-time personnel as well as provisions for back-up management talent.
 10. List fringe benefits provided to personnel.
 11. Provide photos or cut sheets of staff uniforms.

C. Marketing/Creativity

Provide an overview of the types of marketing and promotional programs proposed to implement, including specific information for each component of the food and beverage operations.

D. Annual Plan

Provide an Annual Plan including an Assessment of Campus Dining Services vs. Best Practices in the Higher Education marketplace.

E. Board Meal Plan Program

Provide a sample six-week cycle menu for breakfast, lunch, and dinner. Include proposed monotony breakers, theme dinners, other innovative features, and frequencies. Provide description of methods of production forecasting.

F. Meal Equivalency Proposal

Provide a sample six-week menu cycle menu with proposed meal equivalencies for breakfast, lunch, and dinner.

G. Retail Dining Operations

Provide proposed retail food concepts and menus.

H. Campus Wide Catering

Provide sample catering menus, along with pricing structures. Additionally, provide three sample menus for lunch and three sample menus for dinner, along with suggested pricing, in each of the following three menu categories. These menu items should be specific and appropriate to the University:

- Budget Oriented
- Moderate
- Premium

Provide sample catering menus targeted to the student population.

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

- Coffee Breaks
- Hors d'oeuvres/Receptions
- Beverage/Snack Breaks

Include normal ratios of service staff to customer for seated dinners, buffets, and receptions

(2) ORGANIZATIONAL QUALIFICATIONS AND CAPABILITIES

A. Provide brief history and overview of Offeror's company, including a statement of the general background, experience and qualifications of Offeror and Offeror's management philosophy.

1. Provide company-wide organizational chart.
2. Describe how the University will fit within that organizational structure.
3. Provide a brief narrative describing Offeror's general experience with regional and national accounts similar in size and complexity to that of the University.
4. Describe ability to commit required staff personnel and other resources, stating precise plans for each step in assuming management control and development of a responsive management structure. Include Offeror's procedures and capacity for utilizing or replacing local personnel.
5. Describe capacity to provide assistance in short and long range planning of facilities and services including additional personnel available to provide consulting services to local staff and University Administration.

B. Provide a complete listing of **all current** University accounts operated by Offeror in the following format:

School Name and Address

School Administrator (in position to discuss quality of food and beverage operations)

Telephone and E-mail Address

Description of services provided

Total Sales Volume

Length of Time Account Served

1. Provide a listing of all **previously held** University accounts terminated during the past three years; where Offeror was not selected to operate after operating the account for any period of time. Provide in same format as b. above and include reason contract terminated.
2. Disclose the number and type of instances for which Offeror is currently under court order (state or federal) to remedy past or present employment discrimination of any nature.
3. Mark which schools and administrators (at least three) can provide references for the proposed Director of Food Services.
4. Provide three (3) years of audited financial statements including management letters, including the most current year-end Balance Sheet and Income Statement. The current year statement is to be audited by a certified public accountant but need not be an audited statement.
5. Indicate any bankruptcies incurred by Offeror during the past five years, along with information regarding the resolution of the bankruptcy proceeding(s).
6. Describe proposed process for transition and start up;
 1. Identify steps and timeline – list all tasks.
 2. Identify members of the start-up team and their backgrounds.
 3. Address plan for interim debit card system for dining plans and discretionary accounts.

3. PROPOSED FINANCIAL ACHIEVEMENT

A. Provide proposed financials arrangements including the following:

1. Food and Beverage operations will be operated by the Contractor on a Profit and Loss Basis. The University is looking for a proposal/contract that caps profit as a percentage of net sales and then a split of profits exceeding that percentage.

2. Proposed Commissions

Cash Sales %

Catering %

3. Proposed Capital Contribution (\$)

4. Proposed Start-up Costs (if any)

5. Financial information should include the payment of \$200,000 for annual rent and a 2.5% of gross sales for a restoration and renovation fund.

6. Statement of understanding of repayment of unamortized investment

B. Complete pro forma financial proposal including an estimated complete operations statement for year one and two (beginning with fiscal year, July 1, 2020 to June 30, 2021. Include in the pro-forma the basis for Offeror's projections such as anticipated number of customers, anticipated average check, anticipated daily sales and other factors that influence Offeror's projections.

C. Describe capacity for development and implementation of cost savings programs with examples of previous successful programs.

D. Provide adequate information to demonstrate systems and methodology for financial and control matters, including:

1. Methods of recording, verifying, and reporting cash and charge sales.
2. Defined system for cash handling, including the procedure(s) for holding funds overnight and transporting funds to the bank (if applicable).
3. The purchasing, receiving, storage, and inventory control systems in place for food and supplies.
4. The system in place for controlling labor costs.
5. Fiscal year and accounting period definitions.
6. Internal audit system. (The University expects to receive copies of internal audits.)

E. Highlight the methodology by which the University may, at its option, easily audit the operational and financial records in use; provide the level of detail submitted with monthly statements.

BID BOND

Each Offeror must submit with his proposal a Bid Surety in the form of a Bid Bond with good and sufficient surety or sureties company licensed in Kentucky or a certified check made payable to the Northern Kentucky University. The amount of surety shall be fixed at \$75,000.

PAYMENT BOND

Upon successful award of the contract, the offeror will submit, at the signing of the negotiated contract, a Payment Bond in the amount of \$150,000 to insure payment of contractors/vendors.

V. Qualifications

OFFEROR'S QUALIFICATION: Offeror must, upon request of the University, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The University reserves the right to make the final determination as to the offeror's ability to provide the services requested herein.

VI. Award Criteria

An award resulting from this request shall be awarded to the responsive and responsible offeror(s) whose proposal is determined to be most advantageous to the University, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the University will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

Proposals will be evaluated by a review panel on the basis of the following criteria listed in order of importance:

1. MANAGEMENT APPROACH AND QUALITY EXPECTATIONS:

45 points

- Analysis of Operations and Proposed Operations
- Proposed Staffing Structure
- Marketing and Creativity
- Annual Plan
- Board Plan and Meal Equivalency
- Catering Programs and Review of the Cost-Plus Proposal
- Retail Operations including Proposed National Brands

2. ORGANIZATIONAL QUALIFICATIONS AND CAPABILITIES:

25 points

- Background, Experience, and Qualifications
- Financial Stability
- Corporate Resources
- Staff Training and Development
- EEOC Compliance
- Current and Past Performance
- Proposed Transition Process

3. PROPOSED FINANCIAL ACHIEVEMENT:

20 points

- Pro-forma Operating Statement
- Commission Structure
- Capital Investment
- Start Up Costs
- Cost Savings Programs
- Accounting Controls and Methodology

| 4. Proposed Capital Contributions:

10 points

Development Analysis

Functionality of Capital based on Analysis

100 Points Available:

SITE VISIT OF HIGHEST RANKED OFFEROR

The evaluation panel may make a site visit of the highest ranked Offeror, at one of the sites identified in their proposal, without prior notice, to inspect the quality food and beverage operations, to include atmosphere, cleanliness, food preparation, and palatability. If the highest ranked Offeror does not receive a passing site visit score, the evaluators will move to the next ranked Offeror.

VII. Terms and Conditions**A. General:**

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the University.

CONTRACT AMENDMENTS: Amendments to any contract between the agency and the contractor must be reviewed and approved by the University.

COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.

FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and

without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

INDEMNIFICATION: The University, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The University will consider the contractor to be the sole point of contact with regard to contractual matters.

RECORDS RETENTION & RIGHT TO AUDIT: The University shall have the right to audit the books and records of the contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The University may conduct, or have conducted, performance audits of the contractor. The University may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the University. Pertaining to all audits, contractor shall make available to the University access to its computer files containing the history of contract performance and all other documents

related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the University.

KENTUCKY GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the Commonwealth of Kentucky. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the University. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the University provided a thirty (30) days advance notice in writing is given to the contractor.

Non-Appropriations: Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the University.

Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the University without the required thirty (30) days advance written notice, then the University shall negotiate reasonable termination costs, if applicable.

Cause: Termination by the University for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein shall apply.

Default: In case of default on contractor, the University reserves the right to purchase any or all items/services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

Insolvency or Unavailability of Funds: In the event of insolvency, unavailability of funds, or the filing of a petition in bankruptcy by or against the contractor, the University shall have the right to terminate the contract upon the same terms and conditions as a termination for default.

OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the University pursuant to this contract shall belong exclusively to the University.

B. Special

CONTRACT TERM/OPTION TO EXTEND

INITIAL CONTRACT PERIOD: July 1, 2020 through June 30, 2029.

A resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed five (5) additional one (1) year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the University of its Intention in writing ninety (90) days prior to the anniversary date.

PRICE ADJUSTMENT BASED ON CONTRACTOR'S COSTS:

Any request for price increase must be submitted to the University at least ninety (90) days prior to the automatic renewals date. (Price increases will only become effective if approved in writing by the University). The maximum increase will not exceed the unadjusted percent change from the previous year shown in the Consumer Price Index (CPI), All Urban Consumers (CPI-U), "Other Goods and Services" or the current market conditions as determined by the Contract Administrator.

INTENT TO PERFORM:

It is the intent and purpose of the University that this request permits competition. It shall be the Offeror's responsibility to advise the University if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by the University within fifteen (15) days of the date of issue. A review of such notifications will be made.

TERM OF CONTRACT:

Northern Kentucky University will consider proposals for a maximum term of ten (10) years with five (5) one (1) year options, commencing date of award and remaining in effect for the duration offered and accepted unless terminated as otherwise provided herein.

RECEIPT OF PROPOSAL:

State law requires that a copy of the proposal be submitted no later than the date and time specified in the Request for Proposal. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the issuing office. Any proposals received after the scheduled opening date and time will be immediately disqualified in accordance with the Kentucky Procurement Code and Regulations.

DISCUSSION/NEGOTIATION:

By submission of a proposal, Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, Offeror shall not discuss this Procurement with any party except members of the Office of Procurement Services at Northern Kentucky University. Offeror shall not attempt to discuss with or attempt to negotiate with the University any aspect of the procurement without prior approval of the Office of Procurement Services.

RIGHT OF NON/COMMITMENT OR REJECTION:

This solicitation does not commit the University to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The University reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University to do so.

COST:

Cost submitted with proposal shall be firm for a period of at least 120 days from the closing date.

CONTRACTUAL REQUIREMENTS

TRANSITION PLANNING:

Immediately after the notice of award, the Contractor shall designate appropriate employees to begin planning in conjunction with the University's Director of Business Operations and Auxiliary Services and other staff to insure fulfillment of all its obligations. The Contractor will be expected to provide professional coordination services upon execution of the Contract, the expenses of which will be borne by the Contractor. The Contractor will be expected to attend meetings as required by the University to assist in the preparation for the takeover of operations.

OTHER CONTRACTS:

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

PARKING:

The Contractor shall require its employees, agents, and subcontractors to abide by the parking policies under which the University allows its vendors to conduct business on University premises, including the purchase of required parking permits. Contractor shall contact the University's Office of Parking Services at the beginning of the contract for policies and procedures and to arrange for application and payment of parking permits.

UNAMORTIZED INVESTMENT:

Upon termination of this contract by the University prior to the end of the contract term for any reason other than cause, the University will reimburse the Contractor for the unamortized balance of its investment in facilities and equipment as of the date of the termination provided these investments and the schedule for their amortization were approved in advance by the

University's Chief Financial Officer. Any amounts due to the Contractor under this section shall be paid within sixty (60) days of the contract termination.

ADHERENCE TO UNIVERSITY POLICIES AND PROCEDURES:

By submitting a proposal in response to this RFP, Offerors agree to adhere to all policies and procedures of Northern Kentucky University in performing all duties required by this contract. These policies and procedures can be located on the University's web site.

CUSTOMER REFERENCE AGREEMENT:

The University desires through this contract to achieve excellence in its Food and Beverage Operations. To ensure that this level of quality is achieved and maintained throughout the contract period, the Offeror, by submitting a proposal, agrees to list Northern Kentucky University as a customer reference on all future proposals submitted for University and university food service contracts for a similar type of food service which require customer lists or references that are submitted after July 1, 2020. The Director of Business Operations and Auxiliary Services will be designated as the official contact for this purpose.

VIII. Bidding Schedule:

NKU RFP Posted On-Line	October 29, 2018
Pre-Bid Conference	November 13, 2018-10:00am EST
Deadline for submission of questions	December 7, 2018 -Noon EST
Deadline for submission of proposals	December 21, 2018
University Review and Analysis	December 22 th – January 27 th
Selection/Notification of potential Business Partners for on-campus presentations	January 18, 2019
ON-Campus Presentations (required)	January 28 th – February 1 st
Contract Award Date	April 26, 2019
Contract Begins	July 1, 2020

This Contract between

Northern Kentucky University

and _____
Name of Individual and/or Firm (The Second Party)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

CONTRACTOR (SECOND PARTY)

(Signature)

(Title)

(Name of Company or Corporation)

OFFEROR'S CHECKLIST**AVOID COMMON PROPOSAL MISTAKES**

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your proposal rejected.

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.

Northern Kentucky University
Office of Business Operations and Auxiliary Services
Food and Beverage Request for Proposal
Potential Business Partner Fact/Hot Sheet for Bid Process

This "Fact/Hot" sheet is being provided to potential Contractor's as part of the "Request for Proposal." It is not intended to replace any of the information contained in the main body of the RFP but to bring attention to relevant facts, items, and programs that the university considers important to the program. If there are questions or you need clarification on any of these points/facts please contact the NKU Office of Procurement?

1. Our current contract with the Chartwells Group is scheduled to end on June 30, 2020. With the issuance of this RFP, clearly, we are ahead of

the normal bidding schedule. The university is currently considering the construction of a 200 -300 bed residence hall while also placing a renewed emphasis on residential life on campus. Our desire is for a complete review of our residential dining facilities and programs and the complimentary retail and catering programs for campus food and beverage services.

2. Fall enrollments for the prior (3) fall academic semesters:

	<u>Fall 2015</u>	<u>Fall 2016</u>	<u>Fall 2017</u>
Undergraduate	12,806	12,643	12,572
Graduate	1,480	1,512	1,472
Law	434	411	444
Total Enrollment	14,720	14,566	14,488

3. Revenues – for fiscal years 2015 – 2017:

	<u>F/Y 2015</u>	<u>F/Y 2016</u>	<u>F/Y 2017</u>
Board Sales	\$2,235,000	\$3,095,000	\$3,725,000
Retail Sales	\$2,600,000	\$2,400,000	\$2,900,000
Catering Sales	\$1,800,000	\$1,640,000	\$1,150,000
Other Sales	\$1,445,000	\$1,085,000	\$825,000
Total Sales	\$8,080,000	\$8,220,000	\$8,600,000

4. Food and Beverage Contractor will be expected to maintain a liquor license and appropriate insurance coverages throughout the life of the contract.

5. University is interested in exploring the possibility of one additional National Brand Restaurant in the Student Union. Requesting recommendations based on experiences and success at other universities. Appropriate capital contribution to support the construction and opening of the facility, if agreement is reached.
6. Potential business partner will be expected to maintain all current National Brand Restaurants on the Northern Kentucky University Campus.
- 7.
8. Northern Kentucky University has recently sign a (10) ten year pouring rights agreement with Pepsi. Contractor will be expected to honor that agreement in all food and beverage operations.
9. The food and beverage operations at the BB&T Arena are not included in this Request for Proposal.
10. University will be requesting a \$50,000 in-kind catering fund, for the Office of the President, and Office of Development. This should become a part of the overall business model and is expected on an annual basis.

University will be requesting 5000 annual meals to be used as part of the Admission and Orientation programming. This should be viewed as a requirement, for the proposal, and included in the overall financial model.

University will be requesting that the selected business partner provide sponsorship, to the Office of the Vice President of Advancement, to one of several significant signature events.

11. Average Residential Meal Counts for Last (3) Years:

<u>Fall</u> <u>2013</u>	<u>Spring</u> <u>2014</u>	<u>Fall</u> <u>2014</u>	<u>Spring</u> <u>2015</u>	<u>Fall</u> <u>2015</u>	<u>Spring</u> <u>2016</u>	<u>Fall</u> <u>2016</u>	<u>Spring</u> <u>2017</u>
1646	1452	1739	1586	1855	1734	1734	1594

NOTE: beginning in spring 2018 Residential Life has begun a significant restoration/renovation project for their current inventory. This translates to an estimated (1) residence hall (150) beds being off-line each spring and summer for the next (5) years.

12. Unamortized Portion of Capital Investment:

On June 30, 2020, our current business partner Chartwells will have \$202,400.00 of unamortized investment at Northern Kentucky University. As part of this RFP process the university is alerting all potential business partners that the expectation will be that the new contract will include provisions for the business partner to settle this debt with Chartwells. The university understands that this transaction will become a part of the bigger business model for the new food and beverage contract.

13. The offeror will be expected to contribute \$10,000 annually to support the universities “Sustainability Strategy and Climate Commitment.” These funds will be used specifically to help fund the “Northern Kentucky University Ride Share Program.”

CONTRACTUAL ADDENDUM**Requirement to Protect Credit Card Information**

In order to ensure the security of credit card holder information and data accessed by Vendor in connection with the Agreement and this Addendum (collectively, "Cardholder Data"), Vendor hereby agrees to adhere to all applicable Payment Card Industry ("PCI") data security standards and requirements with respect to Cardholder Data, including, without limitation, the following provisions:

- (i)** Vendor must be compliant with the PCI Data Security Standards ("PCI DSS") compliance level 2 or better at all times. This specifically includes the annual PCI DSS Compliance Self-Assessment and the quarterly Compliant Perimeter Scan.
- (ii)** Vendor acknowledges and agrees that it is responsible for the security of all Cardholder Data;
- (iii)** Vendor acknowledges that it has no ownership interest in the Cardholder Data and that all Cardholder Data is the property of the applicable payment card brand, acquirer or merchants ("Card Company Affiliates");
- (iv)** Vendor shall only use Cardholder Data for assisting Card Company Affiliates in completing transactions, supporting loyalty programs, providing fraud control services or for other uses specifically required by law;
- (v)** Vendor represents and warrants that it has a system in place to ensure the continuity of its business and the security of all Cardholder Data in the event of a major disruption, disaster or failure;
- (vi)** Vendor agrees that, upon Northern Kentucky University's request in the event of a security intrusion, Vendor will provide a representative or a PCI approved third party designated by Northern Kentucky University with full cooperation and access to conduct a thorough security review, which review shall include, at a minimum, validation of Vendor's compliance with the PCI DSS for protecting Cardholder Data; and
- (vii)** Vendor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, Northern Kentucky University may terminate the Agreement immediately upon notice to the Vendor in the event Vendor fails to maintain the requisite confidentiality of any Cardholder Data.
- (viii)** Vendor agrees to abide by Northern Kentucky University's merchant services contract. All transactions must be sent to the University's contracted merchant services provider for settlement, the use of any other processor is prohibited. This does not preclude middleware gateways such as Authorize.net, or another PCI DSS approved gateway.

REFERENCES

Bidder Qualifications: The bidder is required to submit a list of completed projects where he has performed similar work to that specified herein.

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ Value of Contract: _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ Value of Contract: _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ Value of Contract: _____

Project Manager assigned to this project: _____

Brief Project Description: _____
