



REQUEST FOR PROPOSAL BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	UAPB A183	Solicitation Issued:	March 25, 2024
Description:	Campus Food Service with Management	Type of Contract:	Term
Agency:	The University of Arkansas at Pine Bluff		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	May 1, 2024	Bid Opening Time:	1:00 p.m., CST
<p>Deliver proposal submissions for this Request for Proposal to UAPB Procurement Office on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to UAPB.</p>			

DELIVERY OF RESPONSE DOCUMENTS			
Submit To:	UAPB Procurement Department P.O. Box 4979	F.O.B.	UAPB Warehouse 1200 North University Drive Hazzard Gym/Annex Building Pine Bluff, Arkansas 71601
Messenger:	1200 N. University Drive Office of Procurement Administration Bldg., Room 102 Pine Bluff, Arkansas 71601		
<p>Delivery providers, USPS, UPS, and FedEx deliver mail to UAPB street address on a schedule determined by each individual provider. These providers will deliver to UAPB based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries. Late bids- bids enroute, bids left at locations other than the Office of Procurement by special carrier or other will not be considered if they are not in the Office of Procurement by or before the time as indicated on this IFB document as "Bid Opening Date and Time."</p>			
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> Solicitation number Date and time of bid opening Prospective Contractor's name and return address 		

THE UNIVERSITY OF ARKANSAS AT PINE BLUFF PROCUREMENT CONTACT INFORMATION			
UAPB Official:	Alisha Lewis	Official Phone Number:	(870) 575-8735
Email Address:	lewisal@uapb.edu	Official Fax Number:	(870) 575-4647
UAPB Website:	http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- ***Do not provide responses to items in this section unless specifically and expressly required.***

1.1 INTRODUCTION AND BACKGROUND

The University of Arkansas at Pine Bluff is issuing this Request for Proposal (RFP) to solicit proposals for a term contract for Food services with Management.

The University of Arkansas at Pine Bluff (UAPB) is a state land-grant institution with historically black colleges and universities (HBCU) heritage. It was found in 1873 and is the second oldest public institution of higher education in Arkansas, one of two with a land-grant mission, and the state's only public historically black college or university.

Today, UAPB is a member of the University of Arkansas System and is governed by a Board of Trustees. The UA System provides communities in Arkansas with access to academic and professional opportunities, develops intellectual growth and cultural awareness in its students, and applies knowledge and research skills to an ever-changing human condition.

UAPB offers one Ph.D. degree, nine master's degrees, and 30 baccalaureate degree programs through five schools/colleges: The School of Education, the School of Arts and Sciences, the School of Business and Management, the School of Agriculture, Fisheries and Human Sciences, and the University College. Three non-degree programs/divisions complete this academic structure: the Carolyn F. Blakely Honors College, Graduate and Continuing Education, and Military Science. Since inception, the University has grown in stature as a center for teaching, research, and public service. The University is accredited by the Higher Learning Commission.

UAPB has a tremendous legacy and history, and an even brighter future. The institution has a proud history of serving a diverse student body. Including many first-generation students. A new campus master plan has been developed and features numerous enhancement and upgrade projects as well as a number of key new facility opportunities. Priority facilities for the near term include new residence halls, a new student center/wellness center, new nanoscience and biotechnology space, and new athletic facilities for track and field and soccer.

The student body consists of more than 1,500 students from more than 42 states and 16 countries. UAPB features a 15-to-1 student-to-faculty ratio and encourages a learning environment with strong interaction between students and faculty. UAPB employs 158 full-time and 48 adjunct faculty members and its full complement of faculty and staff includes more than 650 full-time employees, making it a leading economic engine in the region. Located in the Arkansas Delta, the University is positioned 40 miles southeast of Little Rock, Arkansas in Pine Bluff with a population of approximately 45,000. For a deeper look at the University's history, mission and programs, candidates should visit UAPB at www.uapb.edu.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, the Department intends to award a contract to a single contractor.
- B. The anticipated starting date for any resulting contract is **August 1, 2024**, except that the actual contract date may be adjusted forward unilaterally by the State for up to three months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by UAPB for up to **three (3)** additional one-year terms or portions thereof, not to exceed six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 **SOLICITATION SCHEDULE**

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the University.

ACTIVITY	DATE
RFP Release to Prospective Contractors	March 25, 2024
Mandatory Pre-Bid Conference & Tour of UAPB Dining Facilities	April 9 ,2024 at 10:00 A.M. CST at 1500 LA Prexy Davis Dr.
Deadline for Prospective Contractor Questions	April 16, 2024, 12:00 P.M. CST
Deadline for UAPB to respond to questions	April 23, 2024, 4:00 P.M. CST
Proposal Due Date	May 1, 2024, 1:00 P.M. CST
Notification of Top Two (2) Bidders*-Site Visit/Presentation*	May 10, 2024
ALC Review*	June 18, 2024
Award Contract*	August 1, 2024

1.4 **ISSUING AGENCY**

UAPB, as the issuing office, is the sole point of contact throughout this solicitation process.

1.5 **PROPOSAL LOCATION**

Bids will be opened at the following location:

**UAPB PROCUREMENT OFFICE
1200 North University Drive, Admin. Bldg., Room 102
Pine Bluff, AR 71601**

1.6 **ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor must unconditionally accept all requirements in the Requirements Section(s) of the RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.7 **DEFINITION OF TERMS**

- A. The UAPB Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.

- E. The terms “Request for Proposal”, “RFP”, “Bid Solicitation,” and “Solicitation “are used synonymously in this document.
- F. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. “Proposal Submission Requirement” means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- H. “Requirement” means a specification that a Contractor’s product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term “shall” or “must” in the requirement.
- I. “UAPB” means the University of Arkansas at Pine Bluff. When the term “UAPB” is used herein to reference any obligation of the university under a contract that results from this solicitation, that obligation is limited to UAPB agency using such a contract.
- J. “University” or “Owner” Shall be interpreted to mean the **University of Arkansas Board of Trustees acting for and on behalf of the University of Arkansas at Pine Bluff**

1.8 RESPONSE DOCUMENTS

- A. All proposals must be typewritten in single spaced, size 11 Arial or Times New Roman font on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with appropriated binding and tabs that index each section. Margins shall be set at 1” on all sided of the pages. Pages must be numbered.
 - 1. The following items are Proposal Submission Requirements and **must** be submitted in the original Technical Proposal Packet
 - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to the information for Evaluation section included in the Technical Proposal Packet. **Proposal response must be in the English language.**
 - ii. Response to the Official Bid Price Sheet. Pricing must be proposed in the U.S. dollars and cents
 - c. One (1) original hard copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - 2. The following items should be submitted in the original *Bid Response Packet* as a hard copy and as an electronic copy, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Bid Price Sheet*,
 - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
 - c. Copy of Prospective Contractor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. Signed addenda, if applicable
 - e. W-9 Form
 - f. Combined form for Boycotts and Illegal Immigrant Certification
 - 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet

In addition to the original Technical Proposal Packet and the Official Bid Price Sheet, the following items should be submitted.

1. Additional Copies of the Technical Proposal Packet

- a. Five (5) complete hard copy (marked "COPY") of the Technical Proposal Packet.
- b. One (1) electronic copy of the Technical Proposal, preferably on flash drive and in PDF format. CDs will also be acceptable. Do not send electronic copies via email or fax.
- c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
- d. If UAPB requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

2. Additional Copies of the Official Bid Price Sheet

- a. Prospective Contractor should also submit one (1) electronic copy of the Official Bid Price Sheet, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
 - i. The Official Bid Price Sheet, including the hard copy and electronic copy, **must** be separately sealed from the Technical Proposal Packet and should be clearly marked as "Pricing". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their Technical Proposal Packet.

3. One (1) redacted (marked "REDACTED") copy the original Technical Proposal Packet, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See Proprietary information.)

4. CLARIFICATION OF BID SOLICITATION

- a. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 12:00 p.m., Central Time on or **before 4/16/2024** to the UAPB official as shown on page one (1) of this *Bid Solicitation*.
 - i. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - ii. Prospective Contractors' written questions will be consolidated and responded to by UAPB. If Prospective Contractor questions are unclear or non-substantive in nature, UAPB may request clarification of a question(s) or reserves the right not to respond to that question(s).
- b. The Prospective Contractor should notify the UAPB official of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- c. Prospective Contractors may contact the UAPB official with non-substantive questions at any time prior to the bid opening.
- d. An oral statement by UAPB will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by UAPB.
- e. Prospective Contractors entering into a contract with UAPB **shall** comply with all the terms and conditions contained herein.

5. SUBCONTRACTORS

- a. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet*.
- b. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- c. The utilization of any proposed subcontractor is subject to approval by UAPB.

6. PRICING

- a. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- b. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- c. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

7. PRIME CONTRACTOR RESPONSIBILITY

- a. A single Prospective Contractor **must** be identified as the prime Contractor.
- b. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to UAPB for the performance thereof.

8. INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
 - The prices in the bid have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.14 RESERVATION

This invitation does not commit **UAPB** to pay any cost incurred in the preparation of bids. Further, **UAPB** reserves the right to accept or reject any or all bids or any part of a bid in the best interest of the agency. We further reserve the right to award this bid "**All or None**" whichever is in the best interest of the University to do so. Bids which fail to comply fully with any provisions of the specifications and bid documents will be considered invalid and will not receive consideration.

1.15 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of UAPB and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in UAPB competitive bidding process, UAPB may maintain the confidentiality of certain types of information described in FOIA. Such information may

include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If UAPB deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. UAPB has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.16 CAUTION TO PROSPECTIVE CONTRACTORS

- a. Prior to any contract award, address all communication concerning this *Bid Solicitation* through UAPB official. **UAPB will not be responsible for any oral explanations, assumptions or interpretations about this bid. Submit a written request for an interpretation or correction thereof not later than five (5) working days before the bid will be opened.**
- b. Do not alter any language in any solicitation document provided by UAPB.
- c. Do not alter the Official Bid Price Sheet.
- d. All official documents and correspondence related to this solicitation become part of the resultant contract.
- e. UAPB has the right to award or not award a contract, if it is in the best interest of the University to do so.

- f. As requested, provide clarification regarding Prospective Contractor's bid response to UAPB.
- g. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

1.17 **REQUIREMENT OF ADDENDUM**

1. Only an addendum written and authorized by UAPB will modify this *Bid Solicitation*.
2. An addendum posted within three (3) calendar days prior to the bid opening **may extend** the bid opening and may or may not include changes to the Bid Solicitation.
3. The Prospective Contractor is expected to check the UAPB website, http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx, for any and all addenda up to bid opening.

1.18 **AWARD PROCESS**

A. Successful Contractor Selection

1. Award will be made to the individual or company who receives the highest score from the selection criteria and who is responsive to all other terms and conditions of this proposal. Cost is not the only basis for award.

B. Negotiations

1. If UAPB so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of UAPB.
2. If negotiations fail to result in a contract, UAPB may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time UAPB decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on UAPB website at http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx.
2. The anticipated award **will be posted for a period of fourteen (14) days** prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and **a contract will not be issued prior to the end of the fourteen-day posting period.**
3. UAPB may waive the policy of Anticipation to Award when it is in the best interest of the University.
4. It is the Prospective Contractor's responsibility to check the UAPB website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to UAPB approval processes which may include Legislative review.
2. The UAPB Procurement Official will be responsible for award and the Vice Chancellor for Finance and Administration or his/her designee will be responsible for administration and contract compliance.

1.19 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.20 MINORITY AND WOMEN-OWNED BUSINESS POLICY

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.

C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.

B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.23 RESTRICTION OF BOYCOTT OF ISRAEL

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.24 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.25 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the University is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the University for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard

alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.26 COMPLIANCE WITH UAPB TECHNICAL CURRENT PROGRAM

General Statement or Points to include/remember:

The university's Student Information System (SIS) current enterprise system is Ellucian Colleague and the learning management system is Blackboard Learn. The software/application solution should support multiple platforms, devices, and browsers. The maintenance and upgrades of the software/application will be the responsibility of the successful bidder. The system needs to be user friendly and **Does NOT override current security controls**.

- User friendly, straight forward, secure authentication process
- Application must integrate with present LDAP Microsoft Active Directory

1.27 PUBLICITY

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.28 RESTRICTION OF BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS AND AMMUNITIONS INDUSTRIES

In accordance with Ark. Code Ann. § 25-1-1002, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of the energy, fossil fuel, firearms, and ammunition industries; and (b) agrees for the duration of any Contract not to engage in any boycott of the energy, fossil fuel, firearms or ammunition industries. The preceding does not apply to: (i) a financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A), (ii) an agreement with a total potential value of less than \$75,000, or (iii) a contract under which the Contractor's price for the goods or services is at least 20% less than the lowest certifying business.

1.29 CERTIFICATION OF NON-SCRUTINIZED COMPANY

The Respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the Respondent or hold a majority interest in the Respondent. Respondent further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of Respondent, or in a subcontractor to be employed by Respondent.

1.30 RESERVATION

This proposal does not commit **UAPB** to pay any cost incurred in the preparation of proposals. Further, **UAPB** reserves the right to accept or reject any or all proposals or any part of a proposal in the best interest of the University. Proposals which fail to comply fully with any provisions of the specifications and proposal documents will be considered invalid and will not receive consideration.

1.31 AGENCY EMPLOYEES AND AGENTS

Contractor shall be responsible for the acts of its employees and agents while performing services pursuant to the terms of any Contract. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the UAPB premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by Contractor or any of its agents or employees. Contractor's employees shall conduct themselves in a professional manner and shall not use UAPB's facilities for any activity or operation other than the operation and performance of services as herein stated. UAPB reserves the right to deny access to any individual. The following conduct is unacceptable for Contractor's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services

requested, refusal to make arrangements for additional services needed and general rudeness. Contractor shall require standard criminal background checks on all employees of the Contractor's business in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the UAPB campus or reported to UAPB for review and approval in advance of the performance of any on-campus duties.

1.32 TOBACCO FREE CAMPUS

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and facilities, owned or operated by UAPB, including all vehicles on UAPB property.

1.33 FUNDING OUT CLAUSE

If, in the sole discretion of UAPB, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UAPB will not be obligated to pay any further charges for services, beyond the end of the then current period. Contractor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UAPB to terminate any Contract awarded in order to acquire similar service from a third party.

1.34 PERMITS/LICENSES AND COMPLIANCE

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractor's employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to UAPB.

1.35 CAMPUS RESTRICTIONS

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UAPB. Respondent further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of UAPB, except to the extent expressly permitted by UAPB policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UAPB policies, and federal, state and local laws, ordinances, and regulations.

1.36 BACKGROUND CHECKS

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for all individuals performing any services related to this RFP on the UAPB campus, whether on a paid or volunteer basis, in a manner requested by UAPB and consistent with procedures established by UAPB for its background checks. No person may perform any duties or services for Contractor on the UAPB campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UAPB.

1.37 NO ASSIGNMENT AND SUBLICENSING

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UAPB as provided by UAPB's Board of Trustee Policy.

1.38 BEST AND FINAL OFFER

UAPB reserves the right to request an official “Best and Final Offer” from Bid Respondents if it deems such an approach is in the best of the institution. In general, the “Best and Final Offer” will consist of an updated cost Proposal in addition to an opportunity for the Respondent to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UAPB. If UAPB chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions. The official request for a “Best and Final Offer” will be issued by the UAPB Procurement Department.

SECTION 2 – REQUIREMENTS

- *Do not provide responses to items in this section unless specifically and expressly required.*

2.1 SCOPE OF WORK

The University of Arkansas at Pine Bluff (UAPB) seeks to contract for a licensed Food Service operation with management as here in specified. The scope of service includes **Campus Dining, Food Courts, Catering, and Concession for Athletics events for UAPB.**

Our main campus areas are Davis Cafeteria, Delta Housing Cafeteria, and Retail Establishments (currently Provisions on Demand (P.O.D), Chick-Fil-A, Pizza Hut, and Starbucks). The University is open to a bidder adding additional retail establishments to enhance the student dining experience.

UAPB will break ground on a new and state of the art Student Engagement Center. This center will have space for a new retail establishment.

Include an amortized cost of Starbucks and Chick-Fil-A.

Contractor must have demonstrated the knowledge, experience and capability necessary to perform in a first-class professional manner all services to students, the campus at large and in any public areas in which it may choose to serve including but not limited to addition of a concept for late night dining, Grab and Go, healthy eating options or and national burger chain.

Contractor Exclusivity- The successful Contractor is given “exclusivity” to provide board meals, catered means, and concession exclusively on the UAPB campus and off-campus in the Jefferson County areas only if another location will permit them to provide meals.

2.2 PRE-PROPOSAL CONFERENCE

There shall be a one-time only site visit and mandatory Pre-Bid Conference held on April 9, 2024 at 10:00 a.m. Interested proposers shall come to STEM Center Conference Room here on the UAPB campus located at 1500 LA Prexy Dr. for the pre-proposal conference.

- A. At the conclusion of the visit, we will visit UAPB’s dining facilities in the Davis Student Union Cafeteria, the Johnny B Johnson (JBJ) Complex and Delta Housing.
- B. The contractor will not be allowed any compensation by reason of any matter or thing concerning which he/she might fully have informed themselves of prior to offering their proposals
- C. Questions regarding this request should be addressed to:

Alisha Lewis, Interim Director of Procurement
1200 N. University Dr.
Pine Bluff, AR 71601
(870) 575-8735
lewisal@uapb.edu

2.3 CONTRACTOR’S RESPONSIBILITIES

The Contractor shall have exclusive use as an independent contractor, the facilities listed herein. These include kitchen, dining rooms auxiliary furniture, furnishings, adequate sanitary toilet facilities, offices as well as heat, refrigeration and utility services as may be reasonably required for the efficient performance of the contract.

1. The Contractor shall provide at his own expense, all required equipment not provided by the University, including utensils, pots and pans, small ware, and other dishes, and shall retain rights thereto.

2. The Contractor shall be responsible for all costs of operations of said facilities. The cost of said operations shall include, but not be limited to the following:
 - A. Cost of all food related items
 - B. Replacement, at the same or equal quality, of the loss and breakage to the initial inventory of china, glassware, silverware (of medium weight), trays, and all other movable kitchen and serving equipment originally furnished by the University. This shall be done on a quarterly basis during the term of the contract.
 - C. Maintenance of all dining room and auxiliary furnishings and furniture in proper condition and repair, replacement of loss and breakage thereto and repair of damage to the satisfaction of the University.
 - D. Maintenance and repair of all heavy kitchen equipment and servicing equipment such as, but not limited to stoves, fryers, ovens, steamers, kettles, mixers, exhaust hoods, filters and ducts, dishwashers, steamtables, lowerators, faucets, minor plumbing, electrical work and the refrigeration, including compressors and motors, etc. to the satisfaction of the University.
3. Preventive maintenance and service contracts must be maintained by the vendor with outside contractors for the life of the contract on the following:
 - A. Dishwashing equipment (preventive maintenance and 24-hour service)
 - B. Refrigeration and ice machines (preventive maintenance and 24-hour service)
 - C. Movable electrical equipment and other appliance (time and material)
 - D. Stoves, steamers, and mixers (time and material)
4. All contracts are to include periodic inspections, regular preventive maintenance service, and service on demand when the food vendor or the University liaison feels it is needed.
5. All services are to be performed by qualified, and where necessary, licensed personnel.
 - Service contracts and contractors will be reviewed and approved by the University's Director of Facilities.
 - Written service reports by the service contractor must be submitted to the Food Service Manager shortly after each visit describing service completed.
 - Copies of these reports will be submitted by the Contractor to the Director of Facilities immediately upon receipt.
 - Any additional equipment that requires the use of electricity, steam, or water must be approved by the Director of the Facilities before installation.
6. The Food Service Manager will be responsible for the immediate reporting of needed repairs to the facilities and equipment for which the University is responsible.

- A. UAPB Facilities Management will work with the Food Service Contractor to make emergency repairs to University maintained facilities and, if requested, Contractor will assist in identifying a Contractor to make the repairs at UAPB's expense.
 - B. Emergencies during normal working hours, such as water leaks, plugged drains, etc. are to be reported to Facilities Management office by telephone, followed by written request for immediate response.
 - C. Contractor will contact his service provided for problems occurring with equipment covered under the "Preventive Maintenance" contracts.
7. The University will make available to the Contractor the facilities at the dining and kitchen locations at Davis Student Union, Retail Establishments, JBJ Housing Complex, and Delta Housing. All equipment, office space, etc., presently in use at such locations will be available for use by the Contractor for University related activities only.
 8. Contractor shall comply with all rules, laws, and regulations established by local, state, or federal government authority having applicable jurisdiction shall be adhered to, including, but not limited to, maintaining all State Department of Health Standards for a dietary facility and the County Health Department. Must be responsible for any OSHA (Occupational Safety and Health Administration) and ADA (Americans with Disabilities Act) requirements for compliance with a project such as this. Rules, regulations, and laws shall be displayed within the food service area in a prominent place, where these licenses, permits, and/or regulations are required by law to be posted. Contractor shall pay all applicable taxes (federal, state, and/or local) and assume payment for any permits and licenses which may apply to such an operation.
 9. Contractor shall use reasonable care in the use of space and UAPB owned equipment and, upon proper notice, vacate such space and equipment in as good condition as when received, ordinary wear and tear excepted.
 10. The services of the employees of the University who are normally employed in the maintenance of the buildings, equipment and facilities shall be available to Contractor for the proper maintenance of said premises or the plumbing or wiring thereof of the equipment used in the operation of the same at no charge to Contractor, subject to approval or review by the Facilities Director or his designee.
 11. It is specifically understood that the University may wish to use the dining area from time to time for purpose other than the regular feeding of students or conferences. In such instances, any labor utilized, and expense incurred will be paid by the University.

2.4 TECHNICAL SERVICES EXPECTATIONS

1. The contractor will provide a dedicated, qualified, professional IT support technician who is appropriately trained and experienced as the first line of support for current software and hardware/peripheral support, application configuration, and troubleshooting, including workstations, registers, and other front-line equipment in support of dining services program on the university's campus.
2. This individual will reach out and communicate with Transact support as a secondary

escalation level and UAPB's IT department where applicable for network and server issues.

2.5 **TECHNICAL REQUIREMENTS**

1. The contractor shall work closely and collaboratively with the university's Technical Services department in using technology to implement, process, and enhance food service transactions in a secure manner. The vendor shall also provide their Information Security Policies

A. SOFTWARE

UAPB uses a vendor-supplied system for card access. The contractor will support the university's current Card ID system, InstantID, to provide meal plan access. The university reserves the right to capture and analyze meal plan usage data from the vendor's software system. The contractor will work with the university's Student Affairs staff to develop and access reports. The university uses Residence by Symplicity Housing/Meal plan software for students.

B. NETWORK REQUIREMENTS

The contractor may use the university network infrastructure for access to internet resources for the purpose of conducting food service business, except for credit card processing. The university will manage the connectivity of endpoints through existing cable provisioning to university-managed switch infrastructure.

- i. In addition, the contractor will include an alternate cost proposal to provide their own network infrastructure. The university will provide space for racks as needed.
- ii. In this model, the contractor will be responsible for arranging internet access. The university's Technical Services department must authorize communication cabling for the data network and must meet the data cabling standards of the university.
- iii. Communication cabling is at the cost of the vendor and will become the property of the university once installed.

C. HARDWARE

- i. All point-of-sale systems, servers, desktop computers, printers, card readers, and other equipment will be owned and maintained by the vendor.
- ii. The university is willing to provide limited technical support, but such support shall be negotiated into the contract as a reasonable hourly rate.

D. DATA SECURITY

- i. The contractor owns, operates, and is responsible for compliance on all food service-connected systems, dining systems, all point of sales systems, and related payment processing systems, regardless of license or equipment ownership.
- ii. The contractor shall use PCI Point-to-Point Encryption (P2PE) certified (or future equivalents) credit card processing technology to ensure that all devices that handle vendor-operated payment transactions use PCI standards PCI DSS 4.0 (or future equivalents). The vendor must be able to supply the university with the PCI certification.
- iii. The vendor's point of sales system shall interface with the university's card access system.

- iv. Any additional licensing requirements needed for the interface shall be coordinated through the university, with the cost accepted by the vendor.
- v. The vendor shall use their own Merchant ID. At no time will credit card data be transferred or stored in or on university-owned equipment or infrastructure. The vendor shall be responsible for all PCI compliance audits, SAQs (Self-Assessment Questionnaire), compliance activities, and costs. All data will be returned to the College upon contract termination and deleted from vendor systems.

E. DATA INTERFACES AND REPORTING

- i. Student Affairs appointed staff will work with the vendor and meal plan system vendor to create an interface to maintain meal plan data at the vendor's cost.
- ii. The contractor is responsible for all costs to maintain the interface.
- iii. Data imports and exports, including reports, must be able to run in an automated and unattended fashion based on a specified frequency.
- iv. The vendor-supplied food service software must be capable of sending reports via e-mail and/or save to a remote file system over SFTP, S3, etc. The system must be capable of providing data in raw formats such as CSV or web interface access and readable summary reports in rendered formats such as PDF.
- v. The vendor is responsible for maintaining direct or web interface access costs. The vendor is responsible for all costs associated with any additional interfaces.

2.6 EXCLUSIVE BEVERAGE POURING RIGHTS

Contractor shall adhere to exclusive beverage pouring rights established between the University and Pepsi.

Contractor must seek or maintain exclusive pouring rights for alcoholic beverages for athletic events and special University events.

2.7 MISSED AND LATE MEALS

Boarding students required being off campus for student teaching, field trips, and/or activities that are related to University curriculum will be provided box lunches and/or dinners at **no extra cost** for the period of University approved absence.

- A. The University will notify the Contractor in advance when students need box lunches in connection with University sponsored activities. The box lunches will be of nutritious value, wrapped to maintain freshness and of sufficient quantity and quality.
- B. No credit will be allowed for meals missed by persons entitled to service at contract rates, except in the case of student athletes who are participating in off-campus sporting events during the time of the meals and are not reasonably able to eat the meals at another facility operated by the successful Contractor.**
- C. Late meals for band students have been either a box meal or they are served earlier than regular students.

- D. After hours meal provisions will be made for student athletes, band members or any of the summer groups defined in this RFP. Charges for these meals may be negotiated to mutual agreement.
- E. The University will not be fiscally liable to the Contractor when the Contractor provides meal services to students after having officially been notified by the University that the students are no longer on the board plan.

2.8 INCLEMENT WEATHER

Bidder is responsible for providing meals to Board Students despite inclement weather. The university administration will notify the Contractor as soon as possible of campus closures due to inclement weather. Bidder has the responsibility of notifying their employees. Contractor may opt to change menu offerings and hours of operation. Meal substitutions must meet nutrition guidelines outlined in the contract. Amended hours of operations must be approved by the university administration.

It is required that the selected firm be invoiced in all phases of the process to include those listed on the attached. If you are unable to provide such services, please state those that your company does not provide.

If there are other services provided by your company, please attach an additional sheet explaining those. You may also attach additional explanations or qualifications which help better position your company's approach to this service.

2.9 PRICE AND PORTIONS

Prices, portions, and selection of the type of service in the food service facilities will be subject to the review and evaluation of the University and the Food Service committee.

The University recognizes that prices of food and labor of the proposer may fluctuate from year to year. However, for each year of the contract, price increases, if any, that may be proposed by the successful vendor, must be documented and justified to the University. The University reserves the right to approve or reject all price changes. In no event, except by University request, will price changes increase or be allowed to more than that portion of the Consumer Price Index for the region as mutually agreed upon by Vendor and University. All increases must be in conformance with any Federal or State statutory changes directly affecting Dining Service operation cost (e.g., sales tax, minimum wage).

The University reserves the right to approve or reject all price changes. All increases must be in accordance with any federal or state wage controls that may be in existence at that time.

Contractor shall submit a price and portion list for all items to be sold to the public in the University's retail establishments for approval by the University. Contractor shall also submit a menu with portions and prices for approval by the University for parties, teas, receptions, banquets, luncheons picnic, and other carry-outs.

2.10 UNIT MANAGEMENT AND PERSONNEL

1. Contractor shall submit to the University an organization chart and a plan for administrative supervision for the University's Food Service Operation. This shall be to the Contract Administrator and Agency Procurement Official within two (2) weeks after contract commencement.
2. Contractor will hire UAPB students where it is feasible to do so.

3. University reserves the right to retain qualified staff from current vendor, provided the current vendor does not submit the winning proposal.
4. **Contractor shall always maintain sufficient Supervisory Staff and employees to ensure the timely preparation and prompt service of food.**
5. All management personnel shall be certified by the Arkansas State Department of Health as certified Food Service Sanitation Managers within three (3) months of employment.
 - a. **They shall have a minimum of three (3) years' experience in food service management or evidence of other food service experience.**
 - b. **A résumé of the local Food Service director and individual managers shall be submitted upon request.**
6. No management personnel shall be assigned to the cafeteria prior to being interviewed by the University Food Service liaison or designee. **Any time there is a need to change a Food Service Manager, the Contractor shall immediately inform the Vice Chancellor for Finance and Administration either verbally or in written notification before the new hire occurs.** In addition, the Chancellor or Vice Chancellor for Finance and Administration has the option of interviewing the manager before he/she is hired.
7. All personnel employed by the Contractor will display company or corporate identification while on University property. ID badges must be worn by all personnel, including managers for ready identification while on duty. The Contractor shall post a sign at the time clock in the cafeteria informing employees of this requirement.
8. Suitable uniforms shall be distributed to all employees, clean cotton aprons to chefs daily, and aprons to other employees as needed.
9. The Contractor is responsible for all costs associated with the uniforms.
10. The Contractor will provide full-time qualified service managers and assistant managers so that a manager will always be present during serving hours in the cafeteria an adequate staff or employee shall be on duty for the efficient, prompt, and clean service of food.
11. The Contractor shall have available corporate headquarters support in the form of administrative, dietetic, and personnel supervision, with visitation to University cafeteria sites at least once per quarter, or as requested by the University.
12. The Contractor shall require that all cash registers and swipe points be manned with authorized personnel at all times for each dining facility.

2.11 FOOD SERVICE PERSONNEL

The Food Service Director must have a minimum of **four (4) years** of experience in college/university food service and **supervisory personnel** shall have a minimum of **three (3) years** of college/university food service experience and must be readily accessible to employees and the University.

- A. The Contractor shall provide upon request at no extra charge to the University the services of a Professional Certified chef.
- B. **The Administration has the option to recommend the dismissal of management personnel for unacceptable service.**

- C. The Contractor shall have personnel policies with respect to the discipline and dismissal of its employees at least as strict as those established by UAPB for its own employees as reflected in its Faculty/Staff Handbook, a copy of which will be furnished to Contractor.
- D. All personnel **below the rank of manager** shall wear uniforms, name tags, and appropriate servicing gloves at all times while servicing.
- E. Contractor will require all of its employees assigned to this University to submit to periodic health examinations and or drug testing at least as frequent as required by law. Satisfactory evidence of compliance with all health regulations will be submitted to the University upon request.

2.12 LIQUIDATED DAMAGES OR PENALTY

Liquidated damages imposed by UAPB against the successful bidder for failure to commence the service on the date herein requested will be one percent (1%) of the invoice amount for each working day beyond the specified time for commencement. The Contractor shall be relieved of delays due to causes beyond his control such as Acts of God, severe inclement weather, national emergency, strikes or fire. The Contractor must notify in writing, on a time basis, the Procurement Official of such developments stating the reason and extent of delay.

2.13 PURCHASE ORDER AUTHORIZATION

Contractor shall provide food service for special occasions which have been authorized by a Purchase Order for that particular event.

Contractor acknowledges that the University will not be liable for payment of an invoice for services that were not authorized by an official purchase order received before the event.

2.14 ACCOUNTING AND RECORDKEEPING

Contractor will be required to maintain accurate, complete, and separate books of account in accordance with generally accepted accounting principles reflecting the Contractor's operations at the University of Arkansas at Pine Bluff.

Upon request of the University, Contractor's records and supporting data shall be made available for inspection and audit by University personnel.

The Contractor shall be required to submit the following reports:

1. Monthly Commission from all retail sales including catering sales, casual meals sales and conference sales and other miscellaneous reports requested by the University.
 - a. Contractor agrees to run all cash sales through cash registers provided and to furnish the University duplicates of all charges rendered for special functions. The University will be furnished a monthly total of all cash sales by the Contractor.
 - b. Contractor shall keep complete and accurate records, including records of the food service, and keep such records for a period of three (3) years from the close of the fiscal year to which they pertain.
 - c. All such records are subject to audit by UAPB or its representatives and by representatives of federal, state, and local agencies and programs at any time.

- d. Contractor shall, in his monthly record keeping, clearly delineate the breakdown for: cash sales, catering sales, retail establishments' sales, casual meal sales, conference sales, etc.
2. Each month this report shall be submitted to the Office of the Controller along with the invoices for charges.
 - a. Contractor shall make all records maintained in support of contract terms available to proper federal, state, local, and accrediting agencies and UAPB authorities.

2.15 JANITORIAL SUPPLIES/SERVICES

Contractor must provide one (1) full-time Janitorial Supervisor designated to each facility and adequate staff for each site, as well as all janitorial supplies.

The Janitorial Supervisor who will be an **employee of the Contractor** shall be responsible for the following:

1. Supply and stocking of cleaning products sufficient to thoroughly clean the retail areas, JBJ, Davis and Delta cafeterias, dining areas and bathrooms in these various locations. This cleaning must include the food preparation and disposal areas in the retail areas. This shall be continuous cleaning and sanitation, not just cleaning at the end of the day.
2. Assistance in and supervision of Contractor's employees with the cleaning of all the above areas to include but is not limited to the following:
 - a. **Continuous cleaning and sanitation** in all surfaces and food service areas including the dining hall areas and retail establishment areas during peak periods.
 - b. A thorough cleaning of the preparation areas daily.
 - c. Cleaning and dismantling of tables and chairs after special events meals.
 - d. See Appendix "C" for more mandatory requirements on "The Sanitation Requirements."

2.16 DAMAGES TO PROPERTY ON UAPB PREMISES

Contractor is responsible for reporting in writing within three (3) working days the occurrence of damage to UAPB property caused by or resulting from the use, misuse, or negligence of Contractor's employees, subcontractors, or agents.

UAPB **will not** be responsible for the loss of equipment or materials left on UAPB premises or in UAPB departments by the Contractor or by the Contractor's employees during the performance of the work covered by the contract.

Contractor will be responsible for locking all doors and rooms in the Contractor's assigned areas, as well as securing all inventory in production and serving areas, turning off lights, water, fans, etc., when space is not in use, and for using the minimum amount of utilities required during day-to-day operations.

2.17 SPECIAL SERVICES

Contractor shall be responsible for providing service (meals) to those students confined to the **University Infirmary**. Prescribed special therapeutic meals served to off-campus students while confined to the infirmary will be reimbursed by the University to the Contractor. Contractor **shall provide special therapeutic meals where required**.

2.18 FOOD SERVICE ALLOWANCES

Contractor will consider it an integral part of its duty at the University of Arkansas at Pine Bluff to serve all University functions at the Chancellor's home or at his request. In addition to the Chancellor's catering allowance (see below) the chart below will indicate minimum requests for all other catering allowances requested herein.

DEPARTMENT NAME	RFP MINIMUM REQUESTED
Chancellor's Catering Fund	\$30,000
VC for Institutional Adv. And Development	\$20,000
Athletic Department	\$15,000
VC for Finance and Administration	\$6,000
VC for Student Affairs	\$6,000
VC for Academic Affairs	\$6,000
VC for Research and Innovation	\$6,000
VC for Enrollment Management	\$6,000
SGA	\$6,000
GRAND TOTAL	\$101,000

2.19 STYLE OF SERVICE

Modified cafeteria buffet style service will be utilized at all meals, with the exception of monthly specials, where the permission of the University and the Food Service committee with utilize family style, buffet or banquet style service at no additional cost.

2.20 PARKING

Parking on the University's property by Contractor's employees shall be governed by the same regulations and fees as apply to University's employees. The Contractor will also be responsible for the payment of any and all unpaid levied for parking violations by his/her employees.

Contractor's employees will be required to procure a faculty/staff parking permit for each vehicle to be used on the UAPB campus.

2.21 TRANSITIONAL PLAN

Proposers should submit a transitional plan detailing the steps that the respondent would take in chronological order if selected to assume control of the account from the current food service provider. Incumbents may choose to substitute a plan detailing what it will do to implement any changes submitted in the proposal should it be successful in retaining the account.

2.22 CONTRACTOR'S INSURANCE REQUIREMENT

- A. Successful Contractor must provide and maintain during the life of the contract and any renewals a certificate of insurance indicating the type and amount of insurance provided. Insurance coverage are outlined under item #2.22 B this document.
1. The Certificate of Insurance shall be furnished to the University of Arkansas at Pine Bluff prior to the issuance of the purchase order to commence services.
 2. The policy shall be written by a Casualty Company authorized to do business in the

- State of Arkansas. Company must have an A.M. Best Rating of "A" VII or better.
3. The Certificate of Insurance shall show the agent's signature, business name, address and telephone number and be submitted to the UAPB Office of Procurement, prior to contract award.
 4. It must carry a 30-day notice of cancellation clause.
 5. The certificate must be current and bare the name of the University of Arkansas Board of Trustees acting on behalf of the University of Arkansas at Pine Bluff as the Certificate Holder. It must also indicate in the description of the exact name of this project and the amount, bid which will indicate that this certificate is valid for this project.
 6. In the event that the bidder fails to maintain and keep in force product liability insurance, commercial general liability insurance, automobile and worker's compensation insurance, the University **shall have the right to cancel and terminate the agreement immediately and without notice.**

B. The bidder shall purchase and maintain such insurance as will protect him from claims set forth which may arise out of or result from the bidder's operation under this contract, whether such operations be by himself or by anyone directly or indirectly employed by any of them or by anyone for whose acts many of them may be liable.

- Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than \$100,000 each accident, \$500,000 disease, and \$100,000 disease each employee.
- Comprehensive General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
- Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of \$1,000,000 each occurrence.

SECTION 3 – UNIVERSITY’S RESPONSIBILITIES

The University shall furnish the following at no expense to the Contractor:

- A. The University will furnish Contractor a list of all students who will be entitled to services on a semester basis and advise the Contractor when changes are made in the listing.
- B. Prompt written notification of the cancellation of the contract of any boarding student.
- C. Garbage and trash pick-ups from Contractor owned garbage containers and leach containers
- D. Utility service, however, the Contractor is expected to use appropriate energy conservation measures.
- E. The University will promptly make all repairs to facilities which are required as a result of normal wear and tear and not cause by negligence of the Contractor of his/her employees. Damages caused by carelessness or negligence of the Contractor, or his employees or vendors shall be repaired promptly at the Contractor’s expense. Such areas shall include:
 - The maintenance of gas, water, steam, sewer, and electrical lines
 - Ventilation (excluding exhaust hoods) and any existing conditioning lines
 - Electrical lighting fixture and heating systems
 - Floors and floor covers
 - The walls, ceilings, windows, window coverings and doors
- F. At UAPB’s option, UAPB may repair, paint, redecorate, and maintain the dining areas and its décor.
- G. UAPB shall maintain and inspect all fire extinguishing systems in accordance with applicable NFPA code standards, excluding fire suppression in connection with exhaust hoods.
- H. Notify the Contractor of students to provide with box lunches as soon as possible, excluding extenuating circumstances.
- I. **Evaluation of Service** – The University shall maintain a Food Service Committee to evaluate the operation and provide information that could result in needed changes or improvements.

During the upcoming contract period, the Committee will act expeditiously to address any complaints or concerns of its paying customers. Written documentation will be kept as to both complaints, resolution and the time required to address these concerns. We will recommend that this data be shared with both the Standing Food Service committee and the Selection Committee for the next bid process and that it impact any decisions made as to any current and subsequent Food Service provider services.

SECTION 4 – CAFETERIA MEAL STANDARDS

UAPB will consider alternate cafeteria meal plans with which the bidder has had success and that adhere to US Dietary Guidelines for Americans, especially emphasizing nutrient dense foods, fresh vegetables and fruits, whole grains, low fat and fat free fluid milk and milk substitutes, limited added sugars, limited added sodium, and limited total fat and saturated fat. Alternate meal plans may include choices for ethnic cuisines. Bidders should include regional foods, and proposals for obtaining local foods from UAPB farms, and other local food producers.

4.1

REGULAR CAFETERIA LINE:

A. Breakfast

Five (5) juices- apple, pineapple, grapefruit, orange, grape, tomato or prune (all with no added sugar).

Three (3) fruits-two (2) fresh

One (1) hot cereal – (eg, grits, farina, oatmeal, cream of wheat, wheaten, or others) must be made available at all times including summer months.

Six (6) dry cereals – (e.g., all bran, corn flakes, cheerios, wheat chex, granola, and others – none to be sugar coated. All should have no more than 6 grams of sugar per serving.

Two (2) hot entrees – waffles, assorted pancakes, or French toast, eggs, etc. (one must be eggs). Fresh eggs only (Fresh cracked, not frozen or dehydrated) **Note: Eggs must be offered “to order”.**

Two (2) breakfast meats – each meal (e.g., bacon, Canadian bacon, ham, sausage. Use turkey versions for at least half of breakfast meat options)

Potatoes – a potato such as hash browns or home fries to be

served each day Whipped cream cheese – Monday, Wednesday,

Friday and weekend brunches

Two (2) choices of breakfast breads – Whole grain low sugar muffins, bagels, coffee cake, etc. (high fat, high sugar options like donuts or cake-like muffins offered no more than 2 days/week).

B. Lunch

Three (3) Juices – e.g., apple, pineapple, orange, grapefruit, grape, tomato or V-8 (on a rotating basis)

Three (3) fruits – at least two (2) must be fresh

One (1) soup – made from scratch (e.g., vegetable, minestrone, navy bean chicken noodle, cream soups, chowders, split-pea, tomato, French onion and others)

Two (2) entrees minimum – two (2) hot, at least one (1) must be of solid type

Three (3) non-starchy vegetables (e.g., broccoli, cauliflower, green beans, Brussels sprouts, carrots, greens, beets, summer squash, vegetable mixes) on a rotating basis

One starchy vegetable – e.g., corn, peas, lima beans, winter squash, potato served on a rotating basis.

Four (4) desserts – one (1) sherbet or ice cream, one (1) cake or pie, one (1) pudding or mousse and one (1) fruit –based dessert

C. Deli Bar:

Two (2) or more meats – one (1) premium (e.g., turkey breast, chicken breast, boiled ham, corned beef, hard or Genoa salami, or roast beef). One (1) non-premium (e.g., liverwurst, all beef bologna, cooked salami, or luncheon loaves or roast beef (premium) shall be served once each week. All meats shall be lean with a minimum amount of gelatin added.

Note: Freshness of meat is a must not only for health but for appearance. Meat trays must be changed frequently during the serving periods to adhere to this requirement.

Two (2) real cheeses – (e.g., Monterey Jack, Gouda, Swiss, Provolone, and others)

Shredded lettuce

One (1) protein salad – (e.g., chicken, turkey, tuna, egg, and others); Chicken and turkey salads shall be made with natural pulled meat. Fillers or extenders shall not be added. A variety of protein salads shall be served and recipes shall be subject to University approval. All tuna must be water packed).

Five (5) salads – Salads must include one (1) protein salad, one (1) fresh fruit salad (e.g., melons, peaches, apples, oranges, bananas, grapes, and others) or fresh citrus salad served on a rotating basis. Remaining salads are chef/student choice. Fat free, low fat and reduced fat cottage cheese, yogurts, and salad dressing options are to be offered daily.

D. Salad Bar

Lettuce varieties, mesclun mixes, spinach, cucumbers and tomatoes shall be served on a daily basis. An additional four (4) items shall be served on a rotating basis (e.g., diced beets, pickles, hard cooked eggs, olives, diced celery, diced onion, beans, alfalfa sprouts, fresh mushrooms, tofu, fresh cauliflower, fresh broccoli).

E. Dinner

Three (3) juices – e.g., apple, pineapple, orange, grapefruit, tomato or V-8 (on a rotating basis)

One (1) soup- homemade type

Three (3) entrees – (2) hot, at least one (1) must be of the solid type and one (1) vegetarian

Salad Bar – same as lunch

Three (3) non-starchy vegetables (e.g., broccoli, cauliflower, green beans, Brussels sprouts, carrots, greens, beets, summer squash, vegetable mixes) on a rotating basis One starchy vegetable – e.g., corn, peas, lima beans, winter squash, potato served on a rotating basis.

Four (4) salads – repeat luncheon basis, vary choices (protein salad not served)

Four (4) desserts – (2) flavors of ice cream or sherbet, one (1) fruit-based dessert, one (1) one (1) fresh seasonal fruit sliced, plated, garnished as a dessert, and one (1) other dessert e.g., cake, pie, cookie, brownie, pudding, mousse, others.

F. Brunch

Five (5) juices – e.g., apple, pineapple, grapefruit, orange, tomato and prune (on a rotating basis)

Three (3) fruits – two (2) fresh

One (1) hot cereal – e.g.,: oatmeal, farina, cream of wheat, grits, or wheaten

Six (6) dry cereals – e.g., all bran, corn flakes, cheerios, wheat chex, granola, and others: all to have 6 g or less of sugar per serving.

Three (3) hot entrees – waffles, assorted pancakes or French Toast and others; eggs- poached or fried (Saturday), scrambled (Sunday); a carved meat entrée, with appropriate side vegetables, is to be served beginning halfway through the Brunch hours. The grill concept will also be opened halfway through the Brunch hours.

Deli Bar - Specified above; one (1) breakfast meat, as specified above.

Breakfast breads – choice of three (3) fresh bagels, and a specialty bread made with at least half whole grain (e.g., corn, banana, zucchini with nuts and others); fresh donuts including filled, French or crullers, muffins made with at least half whole grain (e.g., corn, banana, bran, blueberry and others), English muffins and a variety of fresh Danish

Salad Bar – as specified above

Salads- choice of four (4) as stated above and one

protein salad. Beverage – as stated below

Bread – as stated

below

Condiments – as

stated below

4.2

DAILY BASIS

The following items are to be appropriately addressed with all Meals, Served in the Cafeterias, daily:

1. **Beverages:** To be served at all meals – fat free or 1% milk, fat free chocolate milk, unsweet iced tea, low sugar sweet iced tea, water, a variety of four (4) sodas, 2 regular and 2 diet Use signage to promote water, and unsweetened beverages. Tea, coffee, decaffeinated coffee, hot chocolate and three (3) 100% real juices (ex, apple, pineapple, orange, grapefruit, tomato, or V-8) to be served at lunch and dinner on a rotating basis. Juices will be dispensed through automatic serving machines and will be made from 100% pure concentrate. Jet sprays will not be used for these juices, to preserve vitamin C content.
2. **Breads:** To be served at all meals: 100% whole grain white, 100% whole wheat, whole grain rye, and 100% mixed whole grains. In addition, at dinner, specialty bread or dinner rolls, at least half of which are made with at least half whole grains is to be served. Both refined and whole grain rolls options shall be served at all special dinners.

Bidders must list all items they expect to bake and list separately all exceptions such as deli and sandwich bread items.

3. **Condiments:**
 - a. Breakfast – jelly (e.g., grape, jams (strawberry or apple), apple butter, peanut butter, margarine (pats), butter (pats), hot syrup, melted butter, raisins, brown sugar, powdered sugar, cinnamon, ketchup, honey, sugar and at last two sugar substitutes (e.g., NutraSweet , Splenda, Truvia, Monk Fruit granular Sweet 'n Low), and whipped cream cheese Monday, Wednesday, Friday, and weekend brunches.
 - b. Lunch & Dinner – All listed previously. In addition, crackers/saltines, and condiments, eg, mayonnaise or miracle whip, plain yogurts, mustard, relish, tartar sauce as required, bacon bits, croutons and other condiments not listed but appropriate to the meals served. such as:
 - Chinese – Soy
 - Italian – garlic powder
 - Baked Potato – sour cream
 - Mexican – Tabasco sauce
 - Steak – appropriate sauces
 - Egg roll – sweet & sour sauce
 - Turkey – cranberry sauce
 - Pork – applesauce
 - Fish – tartar sauce, lemon wedges

➤ Greens - vinegar

4. **Fruit based desserts**- may include: fruit pies, cobblers, parfaits, turnovers, tarts, prepared fresh fruit desserts with garnishes, etc.
5. Other Desserts may include cake, cookie, brownie, pudding, mousse, pie, etc
6. **Fresh Fruit** -varieties may include: Bananas (small, whole bananas shall be served) apples, oranges, pears, grapefruit, berries and melons in season. All fresh products and other fruits in season such as strawberries and kiwi are to be washed before placing on the serving line.
7. **Salad Dressings**- shall include regular and reduced calorie options and may include: Vinaigrettes, Blue Cheese (strong blue cheese flavor), Italian, French, Thousand Island, Russian, and Ranch.
8. **Soup**: prepared from scratch, served at lunch and dinner. Temperature must be kept constant, and supply replenished continuously.
9. **Vegetables**: All vegetables shall be served with entrée. Fresh or Grade A frozen vegetables shall be used with entrees. Frozen or canned vegetables may be utilized for salad preparation- e.g.: beans, beets, corn etc. Neither potato chips nor French fries shall be considered a vegetable and shall not be served in lieu of a vegetable.

French fries, shoestring, crinkle cut, ranch cuts or waffle type potatoes may be served twice a week or less and may not count as a vegetable.
10. **Meats**: Hot dogs served shall include turkey, chicken or all beef served no more than twice per menu cycle. All-meat hot dogs shall be served.

Every effort shall be made to reduce the fat and grease content of meat items by fully utilizing drain screens, paper towels, perforated pan, brushes, etc. Less fat shall be used during the cooking process while grilling such items are grilled cheese sandwiches, etc.
11. **Meat Content**: Per serving minimum of:
 - a. 3 oz. Sliced entrée meats
 - b. 4 oz. Extended items (meat loaf, meatballs, etc.)
 - c. 8 oz. Steak (cooked), with smaller portions available upon request
 - d. 4 oz. Casserole (protein content)
 - e. 2 oz. Deli Meats (not luncheon meats) and cheese (2 slices of each)

f. 2 oz. Vegetarian – complete protein

g. 2 oz. Protein Salad – complete protein

h. 3 slices of bacon of BLT sandwiches

12. Ice Cream and Sherbet: A variety of flavors shall be served

a. Deli Bar Choices

In accordance with the menu pattern above, the Contractor will assure daily Deli Bar choices are unique from entrée selections. Deli Bar “choice” item and all other “choice” items such as cereals (hot and cold), salads, desserts, fruits, soups, hot breakfast entrees, etc., will vary in selection, type, flavors to provide for the widest variety possible.

b. Standards

i. Salad Bar Meal Standards:

1. The Salad Bar minimum daily standards for Lunch and Dinner meals are:

a. Tossed Salad with a minimum of fifteen (15) toppings: Eight (8) fresh vegetables, three (3) protein items such as diced, chunked, or julienne meat; cubed or shredded cheese (no cheese substitutes); diced, chipped, or whole hard cooked eggs; or legumes, four (4) other items such as olives, pickles, croutons, bacon bits, etc. Sealed crackers must be offered with the Salad Bar.

(1) Cottage Cheese- fat free or 1% milkfat

(1) “Salad of Day” selection as such:

Vegetable or Pasta Salads – eg, three bean, coleslaw, potato salad.

Fruit Salad – eg, Ambrosia, Apple Waldorf, or fresh fruit salad when in season.

(5) Salad dressings: reduced calorie options, and others eg, Vinaigrette, Thousand Island, French, Ranch, Italian and Blue Cheese

(1) Weekly: Deviled Eggs, Vegetable Relish Trays w/Dip, Cheese and Crackers, etc. are to be incorporated into the menu.

2. Fresh Fruit Salad, if served on salad bar as a menu choice, can be counted as one of the minimum daily choices for the fruit requirements for that meal.
3. All meat salad products must be labeled.
4. All salad dressings must be labeled.
5. A low-calorie condiment bar is to be set up for all lunch and dinner meals. This bar is to include:
 - a. Reduce calorie mayonnaise or miracle whip, plain yogurt
 - b. Two (2) low-calorie dressings
 - c. Vinegar
 - d. Salad oil
 - e. Fresh fruit
 - f. Canned fruit, "light" or water-pack, Juice Pack

ii. Dessert Meal Standards:

1. The minimum choices for Lunch, Dinner, and Brunch Daily Standards are: One (1) Fruit based dessert (pie, cobbler, parfait, others).
One (1) Fresh fruit dessert (sliced, plated, garnished)
One (1) Other dessert e.g., cake, cookie, brownie, pudding, mousse, parfait, crème brulee, custard, nut breads, etc.
Two (2) ice cream and/or sherbet, variety of flavors
2. Lunch and Dinner Unit Courses are to be different dessert products.

iii. Ice Cream Dessert Meal Standards

1. The minimum choices for Lunch and Dinner meals Monday – Friday are: 2 flavors – Soft Serve Ice Milk or Cream (Vanilla

and Chocolate)

2. The minimum choices for Lunch and Dinner on Saturday and Sunday are: 2 flavors – Soft Serve Ice Milk or Cream (Vanilla and Chocolate)
3. Ice cream cones must be offered with the soft serve products.

iv. Beverage Meal Standards:

1. The following beverages are to be served daily:
 - Orange Juice
 - Coffee, regular and decaffeinated
 - Hot and Cold Unsweet Tea, and lightly sweetened cold tea
 - Milk (Fat free, 1%, 2%, Chocolate made with 1% or fat free)
 - Punch, Fruit (at least two (2) varieties) no added sugar, ie: made with real juice and no added sugar carbonated drinks
 - Hot Chocolate
 - Water
 - Soft drinks (Regular and Diet)- Fewer full sugared and more diet options. Use signage to promote non-soda choices, eg, show calorie content of sodas.
2. The Contractor must provide soft drink products from UAPB's contractor (currently Coca Cola) .

v. Condiments and Complimentary Menu Accompaniments Meal Standards:

1. The Contractor will serve the following items daily:
 - b. Lunch & Dinner – All listed previously. In addition crackers/saltines, and condiments, ex:

ITEM	DETAIL
Peanut Butter	
Jam or jelly	Rotate kinds and flavor
Butter, margarine	Must be served in pat form in a sanitary dispenser or whipped in a soft spreadable consistency.
Hot Syrup	Breakfast when pancakes or French toast served
Raisins	Breakfast
Cinnamon	Breakfast
Sweeteners	Sugar, non-nutritive sweeteners (NutraSweet, Splenda, Truvia, Monk Fruit granular Sweet 'n Low); Additionally at breakfast: brown sugar, powdered sugar, honey
Sauces and Spices	A-1 Steak Sauce, Worcestershire Sauce, Heinz 57 Steak Sauce, File Powder, Garlic Powder, Seasoning Salt, Cayenne Pepper, and other popular spices as requested by customers e.g., Cavender's
Salt and pepper	Placed on all tables
Salad Bar Condiments	Ketchup, mayonnaise, Miracle Whip, mustards, relishes, croutons, bacon bits. Other condiments to be included when specific dishes served eg, Chinese – soy sauce, Italian foods – garlic powder, Baked Potato – sour cream, Mexican – Tabasco sauce, Steak – steak sauce varieties, Egg roll – sweet & sour sauce, Turkey – cranberry sauce, Pork – applesauce, Fish – tartar sauce, lemon wedges, Greens – vinegar.
Crackers	Variety
Beverage Condiments	Liquid Coffee Creamer in individual containers, Sugar Packets, non-nutritive sweetener packets (NutraSweet, Splenda, Stevia, Sweet N Low), Stir Stix, Tea Bags, and Lemon Slices or wedges for iced tea.
As needed	Whipped Cream Cheese when bagels are served Parmesan Cheese when Italian entrees such as spaghetti or lasagna are served Fresh, Diced Tomatoes served as a taco condiment. Canned tomatoes cannot be substituted or used. Sour Cream and Shredded Cheese served when baked potatoes, tacos, nachos, fajitas or appropriate theme menus are offered. No artificial sour cream or cheese products are to be substituted or used. Italian Bread or Garlic Toast served at Lunch and Dinner meals when spaghetti or lasagna offered. Taco or Picante Sauce when Mexican theme menu items are served

c. Condiment Purchasing and Serving:

Cereals shall be either in individual packets, or purchased on bulk and placed in sanitary dispenser containers.

For daily boarding services, all other condiments may be purchased in larger quantities and placed in smaller sanitary dispensers, serving trays, or dishes.

For some special events and box lunches, individual packets are preferred. **All condiments such as spreads, jellies, jam, dry cereal, etc., shall be individually packaged for easy sanitary service.**

d. Quantity of Food Served:

The following contract specifications regarding the **quantity** of food and service provided by contractor will be **adhered to strictly**.

1. "Unlimited" seconds on all foods and beverages shall be made available to all students and guest at all meals with the exception of:
 - a. University approved **Once-A-Month** Festive Meal Entrees (**See Festive Meal Specifications**)

Students shall be allowed to return for additional quantities at any time during the meal hours.

2. The **Contractor** shall provide at no extra charge to boarding students a minimum of **one (1) "festive" meal** per month throughout the contract term. Examples of such **festive meals** are:

1. **Welcome Back Cookout**
2. **Buffet**
3. **Smorgasbords**
4. **Hawaiian Luaus**
5. **Ice Cream Social**
6. **Picnics**
7. **Holiday Parties (Thanksgiving, Christmas, Mardi Gras, Etc.)**

Menus for these festive meals must be approved by the Food Service Committee

The Contractor will provide decorations, tablecloths, favors, etc. to carry out the menu theme effectively. The themes, menus, and portion sizes must be submitted in advance to the **Food Service Committee** for approval. The Contractor must ensure that the standard theme meals are incorporated in the planning.

As an encouragement to the Contractor to make the festive meals a special occasion for our students, the University will approve a “no seconds policy” on those festive meal entrees or dishes that are more expensive than normally served. Upon University approval, the Contractor must provide an alternate food selection for those not wishing the festival meal entrees and/or wishing seconds. If the festive meal entrees or dishes that are more expensive than normally served. Upon University approval, the Contractor must provide an alternate food selection for those not wishing the festival meal entrees and/or wishing seconds. If the festive meal entrees are reasonably priced, an “unlimited seconds” policy remain in effect. Some examples are listed below:

Unlimited Seconds Examples:

BBQ Hamburgers and Chicken
(Cookout)

Glazed Ham and Roasted Turkey
(Thanksgiving)

No Seconds examples:

8 oz. Portion of Prime Rib
Seafood Platter Combo

Note: *Said meal shall not be served at Friday dinners, on Saturdays or Sundays, nor for supper on the last feeding day prior to Holidays, or on the first day of service per semester, or following holiday break schedule.*

3. Contractor must provide a series of “**monotony breaker**” meals throughout the school year. The University will expect at least **two (2)** monotony breakers per month.

Examples include but are not limited to:

- Cheese/Cracker Bar
- Taco Bar
- Hamburger bar
- Pizza bar
- Panini Bar
- Special Pancake/Waffle Toppings and Flavors
- Chili Bar
- Omelet Bar
- Asian inspired cuisine

4. Contractor must alternate service of a Baked Potato Bar and a Pasta Bar at a dinner meal each week. This service is in addition to the regular dinner specifications.

The Pasta Bar will include:

- **3-4** Kinds of pastas
- Types of sauces (one to be a meat sauce)
- **1** Parmesan cheese

The Baked Potato Bar will include:

Baked Potatoes (**80-100 count**)
 Standard sour cream (**no artificial sour creams**),
 Whipped Margarine Shredded Cheese (**no cheese substitutes**)
 Choice of two of the following: Chili, Bacon Bits, chopped green onions, Chopped Broccoli, Olives, and other vegetables (cold green peas, fresh tomatoes, etc.) Parmesan Cheese

e. Menu Items Specifications

1. The Contractor shall take an accurate biannual popularity poll of all boarding students to determine menu selections. A compiled copy of results will be sent to the **Food Service Committee**.
2. If a cycle menu is used, it must be no less than **four (4)** weeks in structure. The format should be such that a variety of menu selections are offered with popular or similar products spaced to avoid repetition. All menus must be approved by the University to meet student preference and ensure adequate variety and spacing. The **Contractor** and the **Food Service Committee** will review cycle menus at the end of each semester.
3. The **Contractor** must offer a wide selection of meat cut varieties. The University expects the Contractor to provide all of the following types and varieties of meats throughout the cycle menu.
 - **Beef:** Round Steaks (cubed and plain), Roast, Short Ribs, 82% lean Hamburger in pressed and unpressed form, etc.
 - **Pork:** Steaks, Cutlets, Chops, Roast, Ham, Spare Ribs, etc.
 - **Poultry:** whole roasted, baked and/or ried pieces
 - **Fish/Seafood:** Baked or Fried Catfish, (Fillet Portions), Poached, Grilled or Baked fish fillets and/or portions, local Seafood favorites such as Shrimp and Catfish when in season.
4. The University will look closely at the frequency and meals offered to ensure that there is an even distribution of selection throughout the week.
5. The term “**extended**” in this contract **refers to** meat entrée selections such as

casseroles or dipped items where pasta or rice are a major ingredient or side accompaniment. The term “**extended**” does not refer to additives, protein filler, or substitutes that might be used to increase volume weight or meat poundage.

6. The term “**Minimum Daily Choices**” refers to the least that the University expects the **Contractor** to offer at any and all meals. However, in order to meet reasonable student needs and requests the Contractor may be expected to go beyond the “**Minimum**” to ensure student satisfaction.
7. The **Contractor** must keep adequate forecasting records to ensure that daily menu items are kept continuously on the line during service, at peak, quality conditions. By no means can the Contractor pre-plan to “run out” of menu items such as popular deserts, hot breads, or any other food or beverage item stated on menus. Records need to be adjusted to ensure “first and last” customers receive the same menu and service.
8. The University will monitor frequency and quality of popular foods served to assure student satisfaction. For example, Fried Chicken has been a popular food in past student surveys.
9. The **Contractor** will provide popular foods determined from student surveys more frequently during a cycle, eg, three or more times during a 4-week cycle that includes multiple times **Monday-Thursday** and at least once during Sunday Brunch. For less healthy options of popular foods, the Contractor will offer a healthier version option, eg, grilled chicken when fried chicken is offered.
10. **Standardized recipes** have to be utilized. A set of recipes must be submitted with the cycle menus for approval. The Standardized recipe is to include recipe name, ingredients, amounts, directions or steps, pan sizes, presentation techniques and/or garnish.

f. Food Purchasing Specifications

The following specifications represent minimum requirements which shall be adhered to for the purchase of foods to be used under this contract. University Food Service Liaison or designee shall be provided with documentation that purchasing specifications have been followed.

- A. Contractor shall establish farm to institution, and local foods purchasing mechanisms to provide high quality foods and promote sustainable agricultural practices. Whenever available, the Contractor shall furnish food produced at UAPB and/or in the State of Arkansas.

Wherever possible, the Contractor shall give consideration to local vendors.

- B. Processed, ground, breaded, and fried pork, veal, and beef patties are not acceptable under this contract. Only what is recommended

below:

- Beef and veal, USDA Grade Select or better
- Pork, lamb, and poultry, USDA Grade A (No.1)
- Eggs and dairy products, USDA Grade A
- Frozen food, USDA Grade A
- Fresh product, fancy, unless direct purchase from farm.
- Canned products, USDA Grade A
- Ground beef (USDA select or better, not to exceed 18% fat)
No additives shall be permitted in sandwich meat. A maximum of 7% soy is allowed in processed meat for other uses.

All other food and food products must be of comparable quality.

C. Dairy Products Purchasing Standards:

Fluid Milk:	Grade "A": Under 30,000 bacterial counts per cc
Cream:	Light Cream (preferred) or half and half
Buttermilk:	fat-free, 8 ¼% milk solid (minimum)
Whipping Cream:	3.6% butterfat – (whipped topping and dried milk solids used for baking purposes only)
Ice Cream:	Soft served 10% butterfat – minimum
Cheese:	US Grade "AA" – no artificial substitute
Sour Cream:	No substitute allowed
Butter:	80% butterfat
Margarine:	may be butter and oil mixed spreads

D. Beverages Other Than Milk Purchasing Standards

Coffee:	Grade "1" no substitutes used – Taste and brand must be acceptable to the University
Tea Bags:	Variety of black, green and white teas.

Iced Tea: Unsweet and

lightly sweetened Canned Fruits

and Vegetables: U.S. Grade "A"; or U.S. Fancy only, unless purchased direct from farm. Canned fruits packed in light syrup, fruit juice concentrates or water packed only.

E. Fresh Frozen Fruits and Vegetables:

Highest grades obtainable in each commodity, unless purchased direct from farm

Examples:

Apples – US Extra Fancy
 Apricots U.S. No. 1 Grapes – Fancy
 Winter Pears – Extra No. 1
 Brussels Sprouts – U.S. No. 1
 Broccoli – Fancy
 Tomatoes – Greenhouse – Fancy No. 1
 Oranges – U.S. No. 1
 Bananas – U.S. No. 1

F. Condiments Purchasing Standards

U.S. Grade "A"

G. Miscellaneous Groceries Purchasing Standards

Highest grade obtainable. (Fancy and Extra Fancy, or purchased direct form farm)

H. Fish – Fresh and Frozen Purchasing Standards

Grade "A": where grade exists; where no grading exists –
 Grade "A": solid meat or comparable.

I. Eggs Purchasing Standards

Grade "A": in shell, fresh fancy: (medium size or large)

4.3

MENU APPROVAL, RECIPES AND SIGNAGE

- Contractor shall submit monthly menus to the Food Service committee or the committee's designee for review. The menus shall be submitted by the tenth (10th) of the prior month. After the menus have been established, they shall not be altered without prior request in writing. The menus shall adhere to current US Dietary Guidelines for Americans and USDA MyPlate recommendations for meal components, portions, promoting vegetables and fruits,

whole grains, low fat and fat free dairy products, limited added sugars, limited added sodium, and limited total fat and saturated fat. Regional food dishes shall be incorporated into menus, and vegetarian options shall be offered daily.

- The University also reserves the right to approve any food and beverage items being served in campus food service facilities.

- Insufficient food supply and making alternate, unapproved substitutions shall be considered the same as altering the menu without approval.

- Contractor shall provide standardized recipes for menu items and post menus at each servicing area.

- All menus shall be approved by a Registered Dietitian Nutritionist (RD or RDN) and shall be submitted to the University two (2) weeks prior to the period involved for review by the Food Service committee. Mail to the Dean of Student Life, 1200 N. University Drive, Mail Slot 4932, Pine Bluff, AR 71603.

- Contractor shall always serve appealing, wholesome, palatable food and beverages in compliance with all applicable health laws. (Suitability subject to the opinion of UAPB's agents).
- Contractor shall use signage to promote more healthful options for, at minimum, beverages, desserts, condiments, entrees.

- All soups, hot cereal, entrees, vegetables, starches, salad dressings, and hot dogs shall be identified.

- Portion sizes and caloric content must be prominently displayed at all meals on the Dining Hall serving lines.

- The Contractor shall refrain from excessive use of all chemical preservatives and fresheners such as monosodium glutamate.

4.4

OTHER MEAL REQUIREMENTS

FOOD PREPARATION AND PRESENTATION:

- **Menu Information.** The successful vendor shall maintain daily menu boards. Daily menus will be posted to include prices and all major food items to be served.

- Each day's menu will be written with nutrition and eye appeal considered as important as cost and popularity. Current catering menu and fees, weekly menu and general menu for following week will be posted on the UAPB Dining Services website.

- **Food Preparation.** The successful vendor shall prepare all food to the greatest extent possible on the day it is to be served. Hot foods will be cooked and continuously held at safe temperatures during the entire serving period. Ready-to eat foods (eg, sandwiches, salads) will be prepared as close as possible to the time of serving. Cold foods will be held and served from cold units.

- Hot foods should be hot; cold foods should be cold. Progressive cooking will be the normal method of operation, staggering the hot entrees and vegetables so that relatively small amounts become ready for serving at progressive periods during the meal. The majority of all bakery items are to be baked fresh on campus. The successful vendor will have and utilize a standard recipe system. Cooks and bakers will be required to follow standardized recipes for all production items.

- **Food Presentation.** The arrangement of food on serving lines and buffet tables will be carried out to assure that maximum eye appeal is obtained.
 - Contractor must set up an attractive buffet line using linen and varied table arrangements and combinations. Occasionally, tablecloths, flowers (real or artificial) and candles should be put on the seating tables.

 - Creamer selections, sugar and appropriate sugar substitutes will always be available next to coffee cups, ice will be available next to the tea, and butter will be available next to the bread.

FOOD QUALITY, SAFETY AND SANITATION

The Hazard Analysis Critical Control Point (HACCP) system (components specific to food production) is to be used to keep food safe and prevent foodborne illness. ServSafe training and certification is recommended for contractor key personnel. The following standards are not inclusive.

- **Temperatures:** Hot foods are to be served hot and cold foods are to be served cold
 - Cold salads and dressing 40 degrees F or below; Milk (fat-free, 1%, fat-free chocolate) 45 degrees F or below

 - Cream soups: 150 degrees F or above

 - Stock soups: 160 degrees F or above

 - Sliced Meats: 140 degrees F or above

 - Casserole: 140 degrees F or above

 - Extended entrees: (pepper steak, meatloaf, etc.) 150 degrees F or above

Cooked grains, vegetables and hot cereal: 150 degrees F or above

Scrambled eggs: 140 degrees F or above

The manager in the cafeteria will be required to keep a daily log of both hot and cold equipment and food holding temperatures. During each meal, food temperatures will be checked a minimum of two times.

- **Beverage Dispenser Safety and Sanitation:** All liquid beverage machines must be emptied and sanitized at the end of the day with the contents being stored in walk-in coolers; this includes the milk machines, punch, tea, and orange juice machines. Proper cleaning procedures for cleaning and sanitizing the carbonated beverage machines will be strictly adhered to. The ice cream machines must be emptied and sanitized at the end of the work day.

The emptied contents must be stored and covered in the refrigerated walk-ins to ensure proper holding temperatures.

- **Leftover products:** "Leftover" is defined as a food which in whole or in part, is made of a product that has been subjected to heating and cool prior to either being received or incorporated into another product.

Leftover foods cannot be reused in the original form. The Contractor cannot substitute a leftover product for a fresh menu item or add to a fresh product without prior approval.

Foods left over from serving line meals will not be re-frozen.

All leftovers which require refrigeration shall be covered, identified, and dated. Leftover foods will be kept to a minimum, refrigerated at forty-five (45) degrees or below.

Production control should be such that all leftovers may run out as an additional selection with twenty-four (24) hours of their initial meal service, or will be discarded.

Leftover product requiring reheating must be reheated to 165 degrees "F" before being served and must be discarded if any or all is not consumed.

Protein salads or salads made with salad dressing or mayonnaise must be served within twenty-four (24) hours of preparation and must be discarded if any or all is not consumed,

- **Food Storage.** All food shall be received and stored, prepared and served in accordance with the Arkansas State Sanitary Code. Frozen foods, once thawed, will not be refrozen. In addition, clean dishes, glasses, trays and other utensils will be stored in such a manner as to prevent contamination from dust, dirt, insects, and fingers.

- **Previously Served Food.** Any food, which has been previously served to any other person or returned from any counter or table, must be disposed. However, wrapped food which has not been unwrapped and which is wholesome may be reserved.
- **Food Inventory.** If the present vendor is not the successful vendor, the University shall purchase the existing food supply inventory, or the present vendor may choose to remove food and supply items rather than sell to the University. In the event the University purchases these items, the new vendor, in turn, shall purchase from the University. Such purchases of inventory by the new vendor shall be only of such merchandise as in good usable quantity.

SECTION 5 – BOARD STUDENT INFORMATION

DINING AREAS:

- Delta seats approximately 150 students
- JBJ seats approximately 75 students
- Davis seats approximately 500 students
- Food Courts in LA Davis Student Union: Starbucks & Chick-fil-A
- **Currently the University's residential housing capacity is 1,527.**
- **Delta Housing Complex was built in 2003.**

General Operating Requirements

MEAL HOURS

The Cafeteria is currently open for Breakfast, Lunch, and Dinner – Monday through Saturday; Sunday for Brunch and Dinner only according to the time schedule below:

Monday – Friday

Breakfast
7:00 AM – 9:00 AM

Continental Breakfast
9:00 AM – 10:00 AM

Lunch
11:00 AM – 1:30 PM

Light Lunch
1:30 PM – 3:30 PM

Dinner
4:30 PM – 7:00 PM

Lite Dinner
7:00 PM – 8:00 PM

Hours may be adjusted due to student or Food Service Committee recommendation or during slack periods, holidays, and at the request of this agency.

Saturday and Sunday

Breakfast
9:00 AM – 10:00 AM

Lunch
11:00 AM – 1:00 PM

Dinner
4:30 PM – 8:00 PM

A minimum of three (3) hours of operation per meal shall be required and is subject to negotiation.

The schedule of serving days will be in accordance with opening and closing dates of the Residence Halls Fall and Spring schedule.

Retail Establishments

Chick-fil-A

Monday – Friday the operational hours are **10:00 AM to 10:00 PM.**

Saturday - 2:00 PM – 10:00 PM

Sunday – Closed

Starbucks

Monday – Friday the operational hours are **7:30 AM to 10:00 PM**

Saturday – 9:00 AM – 10:00 PM

Sunday 10:00 AM – 10:00 PM

During spring break and other slack periods, the Retail Establishments shall remain open to provide service to faculty and staff during the hours of 9:00 AM to 5:30 PM.

The hours of service stated above may be changed by mutual agreement. The above hours are for periods when students are on campus. During holidays and periods between semesters, hours shall be reduced and units closed by mutual agreement.

The following information pertaining to the Food Service Operation is supplied for use by the Contractor as an aid in preparing the proposal below.

5.1

Number of Boarding Students Using Meal Cards

Spring	2022	1075
*Summer	2023	100
Fall	2022	1321
Spring	2023	1069

**Total Summer 2023 figure includes both Summer I & II*

The Food Service Liaison or designee will determine the number of boarding students entitled to meals in the cafeteria. This total will change periodically due to withdrawals of the students from the Food Service Program due to attendance at special classes away from the University for extended periods of time, and/or participation of students

in practice teaching, etc. The Contractor shall bill the University based on the *actual number* of resident students by meal options, reported by the University.

Upon request, the Contractor shall service resident students who are too ill to come to the dining hall and who have been confined to their room by the Health Director or Nurse. Resident students may have a friend present their meal card to the Manager on duty in the Cafeteria to pick up the meal. Resident students who are ill must also submit a form signed by the Student Health Center Director. The Contractor will be responsible for providing special diets upon request of the Health Center Director.

5.2 Meal Plan Mix Based on Academic Year Trends with the Following Information:

Number of Participants

Spring	2022	20 meal plan	<u>31</u>	
		15 meal plan	<u>663</u>	(Including \$200 in dining dollars)
		10 meal plan	<u>391</u>	(Including \$275 in dining dollars)
Summer	2022	20 meal plan	<u>150</u>	Session I & II for Summer
Fall	2023	20 meal plan	<u>50</u>	
		15 meal plan	<u>585</u>	(Including \$200 in dining dollars)
		10 meal plan	<u>525</u>	(Including \$275 in dining dollars)
Spring	2023	20 meal plan	<u>38</u>	
		15 meal plan	<u>567</u>	(Including \$200 in dining dollars)
		10 meal plan	<u>464</u>	(Including \$275 in dining dollars)

5.3 Enrollment Figures

Term	Total Count	Term	Total Count	Term	Total Count
Spring 2021	2,270	Spring 2022	2,189	Spring 2023	1,969
Summer (First) 2021	368	Summer (First) 2022	331	Summer (First) 2023	335
Fall 2021	2,670	Fall 2022	2,387	Fall 2023	2,100

5.4

Statistical Data for students at UAPB

Total enrollment 2022-2023 (Fall 2022)	2,658	On-campus residents	1,277
Total enrollment 2022-2021 (Fall 2021)	2,513	On-campus residents	1,059
Total enrollment 2021-2020 (Fall 2020)	2,615	On-campus residents	1,103
Total enrollment 2020-2019 (Fall 2019)	2,828	On-campus residents	1,257
Total enrollment 2019-2018 (Fall 2018)	3,188	On-campus residents	1,397

Breakdown of Current Students by Ethnicity

Fall 2022 Enrollment by Ethnicity	Total Count	% of Total
African-American	1,846	88%
Hispanics	52	3%
Caucasians	68	3%
Non-Residents Aliens (International)	71	3%
Other (Asian, American Indian, Multi-Racial, or Not Reported)	63	3%
Total Fall 2023 Enrollment	2,100	100%

Breakdown of Current Students (Fall 2023) by Age Range

Age as of July 1, 2023	Total Count	% of Total
Age less than 25	1,787	85%
Age 25 or Above	313	15%
Total	2,100	100%

5.5

Students by Geographic Origin Regional Breakdown

Region	Total Count	% of Total
South	1,731	82.4%
Northeast	15	0.7%
Midwest	233	11.1%
West	48	2.3%
US Territory	1	0%
Foreign Countries	72	3.4%
Total	2,100	100.0%

5.6 **Billing Cycle**

Our current billing cycle consist of thirteen (13), twenty-eight (28) day periods annually.

5.7 CURRENT MEAL PLANSFALL 2022SPRING 2023

Meal Plan	Meals Per Week	Dining Dollars Per Semester	Price Per Semester
10 Meal Plan	10	\$250	\$2133.00
15 Meal Plan	15	\$175	\$2133.00
20 Meal Plan	20	\$25	\$2133.00

Commuter Meal Plans

Meal Plan	Meal Per Semester	Price Per Semester
CMP 100	100	\$544.75
CMP 75	75	\$417.26
CMP 50	50	\$284.49
CMP 25	25	\$145.94

PERFORMANCE BASED CONTRACTING

Act 557 of 2015 of the Arkansas Legislature requires that all contracts \$100,000 or greater have included in the proposal document, performance standards for monitoring and evaluating project.

Service Criteria	Acceptable Performance	Compensation/Damages
Adherence to University Requirements	Reference standard terms, conditions, and all articles of RFP	Termination of Contract: Reference section 2 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas at Pine Bluff
Scope of Services	Reference Sections 1 & 2 of RFP: Description, Overview and Scope.	Termination of Contract: Reference section 2 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas at Pine Bluff
<u>Specifications, Requirements and Deliverables</u>	Reference section 2 of RFP: <u>Specifications/Requirements and Deliverables.</u>	<u>Termination of Contract:</u> Reference section 2 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas at Pine Bluff

FAILURE TO PERFORM CONTRACTED SERVICES

As further described in any contract awarded, the selected contractor shall be liable to the University for any and all damages incurred by the University as the result of the Contractor’s failure to perform the services required under the contract including such services which may survive the explanation of the contract.

Such damages may include, but are not limited to:

1. Costs for University staff time and resources (including correspondence or technical programming costs) required to address the selected contractor’s performance failures.
2. Any fees, costs, penalties or additional tax liability incurred by the University or its employees based on the selected contractor’s failures to provide all services prescribed in this RFP in full compliance with relevant laws and regulations.

SECTION 6 – GENERAL CONTRACTUAL ITEMS

- ***Do not provide responses to items in this section.***

6.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

**Accounts Payable/Controller's Office
1200 North University Drive
Mail Slot 4984
Pine Bluff, AR 71611-2799
Phone: (870) 575-8912**

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the UAPB. Payments will be paid to the bidder by UAPB thirty (30) calendar days after approval by the requesting department and receipt of invoice. Invoice in triplicate must be sent to the University of Arkansas at Pine Bluff.
- C. Do not invoice UAPB in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice UAPB by an itemized list of charges. UAPB Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

6.2 GENERAL INFORMATION

A. UAPB will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the University upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

- e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving UAPB **must** take place in Jefferson County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a UAPB Procurement Official.

6.3 CONDITIONS OF CONTRACT

- E. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- F. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

6.4 STATEMENT OF LIABILITY

- A. UAPB will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. UAPB will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to UAPB will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and UAPB will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as UAPB waiver of its right of sovereign immunity. The Contractor agrees that any claims against UAPB, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

6.5 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

6.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to UAPB a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. UAPB has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. UAPB has the right to approve or deny the request.

6.7.1 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and UAPB has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

6.8 CONTRACT INTERPRETATION

Should UAPB and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

6.9 CANCELLATION

- A. For Cause. UAPB may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, UAPB will advise the Contractor in writing of the reasons why UAPB is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to [minor amendments](#) to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. UAPB may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the University has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

6.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 7 – CRITERIA FOR SELECTION

Evaluation and Selection Process

It is the intent of UAPB to award a Contract to the Respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall Proposal based on an evaluation of all Proposal responses. Selection shall be based on UAPB assessment of the Respondent's ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UAPB reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to UAPB. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UAPB (for whatever reasons), UAPB may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of ninety (90) days after the due date and time for submission of Proposals. Each Proposal will receive a complete evaluation and will be assigned a score of up to 200 points based on the following items.

Selection of the successful contractor will be determined in committee by evaluation of several factors:

1. **Preliminary Evaluation**-assignment of tentative rating points by individual selection committee member.
2. **Final evaluation**-assignment of final rating points by full selection committee.

Bidders should address each item listed as point scoring criterion in this section to be assured a complete evaluation.

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of vendor proposals.

A. HISTORY AND PAST PERFORMANCE

70 POINTS

Bidder must provide information to be used to evaluate the following:

- **References:** Bidder must attach a list of references where he/she has provided this or similar service before. **Bidder must include:** Contact person's name, phone, fax number, e-mail, complete address, and the name of the entity.
- **Letters from three (3) clients** for whom the Bidder is or has currently provided evaluation service, which indicates that the Bidder's service is fair, good, or excellent. The letters must be signed by the Manager or other person responsible for the service and include a daytime phone number for this contract person, also.
- **Profile of your Organization-** Include owner, manager, director, sales staff. Include the number of years you have been in the Food Service and Food Service Management business
- **Previous Project Narrative Description:** For those projects that are included as evidence of the "Contractor's Qualification and Experience", provide a narrative description of the work performed, the time period of the project, the scheduled and actual completion dates, the contractor's responsibilities and a customer reference (including a current telephone number and fax number).

B. LEVEL OF RESPONSIVENESS TO RFP**60 POINTS**

- How well did the bidder respond to Requirements?
- Is this company licensed?
- Did bidder submit the appropriate number of response documents as requested (**Ref. General Information Section of this bid**)?
- Did bidder discuss in detail the transition process?
- Has the authorized signature page been completed?
- Bidder should be creative with his/her proposal and state those services which his/her company shall offer UAPB which are above and beyond what is herein called for which may contribute to the betterment of this service and which will be at no additional cost to the University.

C. EXTRA POINT**10 POINTS**

Bidder should be creative with his/her proposal and state those services which his/her company shall offer UAPB which are above and beyond what is herein called for which may contribute to the betterment of this service and which will be at no additional cost to the University.

D. Oral Interview for the top (2) companies**50 POINTS****E. COST****30 POINTS**

Points shall be assigned as follows:

See Technical Response Package

- Remaining bids shall receive points in accordance with the following formula:

$$(a/b) (c) = d$$

a = lowest bid

b = second lowest bid

c = maximum points for cost category

d = number of points allocated to bid

Total points this (Criteria) proposal 175 Points

F. Oral Interview for the top (2) companies**50 POINTS****G. FINANCIAL DISCLOSURE****55 POINTS**

After the preliminary evaluation, only the top two (2) bidders who have received the highest aggregate score at this point **will be requested to submit financial information for evaluation.** The scores from the Financial Disclosure evaluation will be factored into the overall scores of the committee.

***Should the committee opt to make site visits, the top two (2) will be notified of the same and the scoring from the site visit will also be factored into the committee's overall evaluation to determine which company will be recommended for award.**

- Those notified must provide evidence of financial stability which will address their ability to fulfill contract obligations throughout the contract period(s)
- An Audited Financial statement
- Company Balance Sheets.

H. SITE VISIT (OPTIONAL)

30 POINTS

Upon Completion of the evaluations, the committee will notify the top two (2) bidders of our intent to make a visit to the nearest site location (other than UAPB) where these services are performed by bidder’s company. At this visit, we shall evaluate the following:

Points will be awarded to bidders based on the following criteria:

- Oral Presentation from Food Service company.....**10pts**
- Service Line Presentations.....**5pts**
- A sampling of the menu currently being served at the time of visit.....**10pts**
- Evidence of marketing outreach to students.....**5pts**

Total 30 pts

- **More details on the date/time/site for the visit will be given later date**
- **The bidder will be responsible for the following:**
 - **Roundtrip transportation and hotels**
 - **Brief Oral Presentation (20) minutes (15) minute Q&A**
 - **Sample Meal for committee members**

OVERALL TOTAL POSSIBLE POINTS—310 POINTS

University of Arkansas at Pine Bluff

Standard Terms and Conditions

SECTION 8 – STANDARD TERMS AND CONDITIONS

- Do not provide responses to items in this section.
1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the **University of Arkansas at Pine Bluff**.
 2. **ACCEPTANCE AND REJECTION:** The University of Arkansas at Pine Bluff **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the University and the State.
 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the University of Arkansas at Pine Bluff on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids shall not be considered under any circumstances. In responses to an Invitation for Bid or a Request for Proposal, bidder response in no way commits **UAPB** to pay any costs incurred in the preparation of the bid or response.
 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for **thirty (30)** days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
 5. **TYPE OF CONTRACTS/QUANTITIES:** There are two basic types of contracts awarded and/or administered by the **University of Arkansas at Pine Bluff Procurement Department**.
 - A) A **FIRM** Contract is one entered for the purpose of obtaining a fixed number of commodities and/or services to be delivered immediately upon receipt of award or at such other time(s) in such quantities as delineated in the contract. Quantities stated on firm contracts are actual requirements of the **University** on behalf of the ordering department.
 - B) A **TERM** Contract is one entered for the purpose of obtaining an estimated number of commodities and/or services during a definite period of time. The estimated quantities stated in the Invitation for Bid are not guaranteed, and the University may order more or less than the estimated quantity during the contract period. Contract award will be made through issuance of a University purchase order which will indicate the estimated quantities to be ordered along with the dollar expenditures. However, the Contractor is to make actual delivery only after receipt of a purchase order which will reference the purchase order number and will request a specific number of commodities and/or services.Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering department.
 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and UAPB may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor

shall further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to UAPB. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from UAPB. Firm Contract: A written UAPB purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering UAPB's designated location under normal conditions. If the Contractor cannot meet UAPB's delivery, alternate delivery schedules may become a factor in an award. The University of Arkansas at Pine Bluff **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, UAPB may buy elsewhere and any additional cost **shall** be borne by the Contractor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of UAPB Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 5:00 p.m. Central Time, unless prior approval for other delivery has been obtained from UAPB Official. Packing memoranda **shall** be enclosed with each shipment. Vendor must include the cost and responsibility for inside delivery.
15. **STORAGE:** The ordering department is responsible for storage if the Contractor delivers within the time required and UAPB cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering requester after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize UAPB Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to UAPB Procurement and ordering department of the reason and he expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** UAPB assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ordering department purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by UAPB. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of UAPB, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the UAPB. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold UAPB harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources

Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.

23. **OTHER REMEDIES:** In addition to the remedies outlined herein the contractor and the **University of Arkansas at Pine Bluff** have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS: The University of Arkansas at Pine Bluff** may cancel a contract to the extent funds are no longer available for expenditures under said contract. Any delivered but unpaid goods will be returned in normal condition to the contractor by the University. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods the contractor may file claim with the **Arkansas Claims Commission**. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may file claim also.
25. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the **University of Arkansas at Pine Bluff** all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by **University of Arkansas at Pine Bluff** pursuant to this contract.
27. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.
28. **IRS TAX CERTIFICATION INFORMATION: The University of Arkansas at Pine Bluff** is a State Institution. It is an organization described in the Internal Revenue Code 170(b)(1)(A)(V), in that it is described in code 170©(1). The University also falls within Code 509(a)(1) in that it is an organization described in Code 170(b)(1)(A). The taxpayer ID# 71601-0030. No other **IRS** certification will be agreed to or stated by the University.
29. **MINORITY BUSINESS POLICY:** It is the policy of the State of Arkansas that Minority Business Enterprises shall have the maximum opportunity to participate in the State Purchasing Process. Therefore, the State of Arkansas encourages all Minority Businesses to complete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any State contract to Minority Business Enterprises.
30. **ALTERNATE BIDS:** Will not be considered, only one (1) bid response will be evaluated.
31. **OTHER AGREEMENTS:** There are no other contractual agreements other than what is stated and agreed to between the University of Arkansas at Pine Bluff campus and the successful contractor in this IFB, except for annual renewals. **TO BIDDER:** Any other agreement that the bidder wants signed by UAPB must be included with your bids response package. **Please Note:** Other agreement that conflict with the laws of the State of Arkansas shall require modification and in some cases deletion such sections would include **"indemnification and governing laws."** **If bidder is unwilling to make such deletions or modifications, no further consideration shall be given to his/her bid.**
32. **PERFORMANCE STANDARDS:** Act 557 of 2015 enacted by the Arkansas General Assembly requires that contracts include performance standards. By acceptance of this Purchase Order, the Contractor agrees to the performance of any technical/general services in a professional, comprehensive manner. This may include, but not limited to, ensuring milestone deadlines are met, and services are delivered in a professional, comprehensive manner, consistent with the contracted skill level. Any special performance standards outlined in any associated contract or agreement to this Purchase Order may be in addition to the above performance standards.

APPENDIX A

PAST CHARGES FOR SPECIAL SUMMER PROGRAMS

1. Contractor agrees to prepare and serve the Band Camp summer group which is in session for approximately 3 weeks, app. 250 students requiring 3 meals per day a flat rate of \$ 21.38 per person per day.
2. Contractor agrees to prepare and serve the Football Camp returning summer students which is in session for approximately 3 weeks, app. 120 students requiring 3 meals per day a flat rate of \$ 21.38 per person per day.
3. Contractor agrees to prepare and serve the Agriculture Discovery summer group which is in session for approximately 1 week, app. 25 students requiring 3 meals per day a flat rate of \$ 21.38 per person per day.
4. Contractor agrees to prepare and serve the Upward Bound summer group which is in session for approximately 5 weeks, app. 18 students requiring 3 meals per day a flat rate of \$ 21.38 per person per day.
5. Contractor agrees to prepare and serve the Cheerleaders summer group which is in session for approximately 2½ weeks, app. 40 students requiring 3 meals per day a flat rate of \$ 21.38 per person per day.
6. Contractor agrees to prepare and serve the STEM summer group which is in session for approximately 10 weeks, app. 22 students requiring 3 meals per day a flat rate of \$ 21.38 per person per day.
7. Contractor agrees to prepare and serve the LSAMP summer group which is in session for approximately 10 weeks, app. 26 students requiring 3 meals per day a flat rate of \$ 21.38 per person per day.
8. Contractor agrees to prepare and serve the LIONS PROGRAM summer group which is in session for approximately 5 weeks, app. 400 students requiring 3 meals per day a flat rate of \$ 21.38 per person per day.

APPENDIX B

ATHLETE FEEDING PROGRAM INFORMATION

- There is no longer an “athletic training table.”
- If there is an “opening dinner” prior to a camp, the *catering rate* is charged. The cost is based on the meal that is served.
- **Athletes have a choice of the 15 or 20 meal plan program.**

Current Sports and Number of Participants

Name of Sport	No. of Participants
WOMEN SPORTS	
Basketball	17
Golf	0
Soccer	22
Softball	23
Tennis	0
Track-INDOOR-OUTDOOR-CROSS COUNTRY	31
Volleyball	10
MEN SPORTS	
Baseball	36
Basketball	14
Football	92
Golf	8
Tennis	0
Track-INDOOR-OUTDOOR-CROSS COUNTRY	31

APPENDIX C

SANITATION MANDATORY REQUIREMENTS

The utmost importance is placed on proper sanitation standards. National Sanitation Foundation (NSF) standards for dining service establishments must be maintained. All Federal and State regulations will be adhered to in regard to personnel and maintenance of the individual units to include loading areas, kitchens, storage areas, dining rooms, refrigeration and removal of trash. The Contractor will maintain the kitchens in immaculate condition. The floors will be kept clean throughout the day and there will be little or no trash, such as cardboard boxes, towels, books, etc., lying on top of refrigerators, range shelves, or dish tables. There must be quick and easy access to mop and other necessary cleaning utensils and supplies.

All federal and state regulations will be adhered to in regard to personnel and maintenance of the individual units to include loading areas, kitchens, storage areas, dining rooms, refrigeration and removal of trash. **The Contractor shall therefore arrange for an exterminator to make visits to each cafeteria facility used by the Contractor.**

Sanitary & Health Regulations. The contractor shall meet all sanitary and health regulations as set forth in The Arkansas Sanitary Codes. It is understood that the premises shall be subject to inspection by State and Local Department of Health personnel. EVIDENCE OF COMPLIANCE MAY BE REQUIRED. The University shall reserve the right to inspect sanitary conditions and beverage areas at any and all times. Where the contractor does not keep the eating areas in proper and sanitary condition and repair, the University shall have the right to use its own employees and/or outside vendor(s) to clean the eating areas. The contractor shall reimburse the University for such costs, including administrative costs. Prior to using its own personnel or an outside vendor, the University will give the contractor no more than forty-eight (48) hours to correct the situation.

Kitchen tables, meat grinders, knives, slicers, mixers, etc. will be cleaned and sanitized after each use. Cooking devices shall be cleaned at least once each day and shall be free from accumulation of dust, dirt, food particles and other debris. Floors shall be cleaned after each meal.

The contractor will clean and sanitize the dish rooms with little or no excess water spills on the floors. The trash cans in the kitchen will all be lined with plastic liners; none will be overflowing, and all will have covers on them.

The contractor will clean the receiving docks ensuring it smells sanitary and will be free from flies.

All food in the walk-in refrigerators and freezers will be covered with plastic wrap or aluminum foil.

The contractor will maintain the entire dining areas including table tops, floors, and trash removal during hours of operation. UAPB housekeeping staff will periodically deep clean or wax and buff dining area floors as needed.

Steam tables, coffee urns, griddles, condiment containers and tables, etc., will be cleaned at least daily by contractor.

Kitchen tables, meat grinders, knives, etc., will be cleaned and sanitized after each use by contractor.

Dining room tables, beverage counters and salad bars will be constantly wipe and kept in spotless condition throughout each meal by contractor, as diner leaves not later.

Cooking surfaces of grills, griddles and similar cooking devices shall be cleaned by contractor at least once a day and shall be free from encrusted grease deposits and other debris.

The contractor will provide daily housekeeping, continuous cleaning, maintenance, sanitation service, janitorial equipment and cleaning supplies for all dining service facilities and equipment used by the contractor. This shall include, but is not limited to, receiving and storage areas, kitchens, refrigerators, freezers, dining and service areas, offices, hallways, trash and garbage areas, windows and doors (inside).

All requirements in this Scope of Work are all inclusive of all of our dining areas, and any future facilities with dining operations.

Non-food contact surfaces of all equipment in the operation of dining services, including counters, shelves, mixers, grinders, slicers, hoods and filters, shall be cleaned at such frequency as is necessary to be free from accumulation of dust, dirt, food particles and other debris.

UAPB will coordinate and be responsible for trash and garbage removal.

Seating Areas. All dining room and seating floors, trash receptacles, tables, chairs, and walls, during all times services are in operation shall be clean and litter free to the satisfaction of the University. It is imperative that the contractor ensures that these areas remain in litter-free condition at all times continuous cleaning assigned personnel. The University shall be responsible for these areas when dining services are not in operation and for general maintenance, e.g. waxing and buffing floors.

Service Areas and Kitchen. All serving areas, kitchen, offices, preparation area, dish room, restroom, and other areas used exclusively by the contractor shall be maintained clean and presentable to the satisfaction of the University.

Periodic Cleaning. During a closedown period, the contractor shall complete a thorough cleaning of floors, windows, offices, large and small equipment, and all other areas in all building locations primarily used by the contractor. The University is to take part in closedown inspection together with the contractor's unit manager.

Hood grease filters shall be professionally cleaned during close down periods. (December and June).

Ovens shall be thoroughly cleaned each week in order to prevent grease build-up (fire hazard), and again during closedown periods.

The floor of the kitchen areas, serving areas, rest and locker rooms, and offices shall be kept clean, and all gum, food stains, and grease shall be removed immediately.

Solid Waste Disposal. All dry garbage shall be disposed of in a sanitary manner by being placed in four (4) to six (6) mil plastic bags, tops tied, and thrown into the dumpster. Garbage shall not be thrown into the dumpster without first being placed in a plastic bag. Used cooking oil shall be disposed on the appropriate receptacle. Boxes will be crushed before disposal in the dumpsters.

The contractor shall remove daily, or more frequently if necessary, all trash and debris generated through the food service operations from all University premises, loading areas, and storage areas. When weather permits, all dumpsters shall be washed and sanitized once each week by the Contractor.

All wet garbage (food product type) shall be disposed of by the Contractor. No wet garbage will be disposed of in a dumpster. Wet garbage removal will include maintenance and cleaning of loading and receiving areas.

Conditions resulting in an unsatisfactory rating from the Arkansas Department of Health must be corrected by the Contractor within twenty-four (24) hours.

Conditional satisfactory ratings from the Arkansas Health Department are not acceptable.

All food shall be received, stored, prepared, and served in accordance with the Arkansas State Sanitary code. Frozen foods once thawed, will not be re-frozen. In addition, clean dishes, glassed, trays and other utensils will be stored in such a manner as to prevent contamination from dust, dirt, insects and fingers.

Employee Requirements

All employees shall be sober, conscientious, competent, neat, and courteous. The contractor shall inspect all food handlers, visually, a least daily to ensure that they are following established hygienic practices for handling food.

- (1). Bathe daily
- (2). Clean outer clothing
- (3). Fingernails short and clean
- (4). Using head coverings,
hairnets or caps (5). No artificial
fingernails
- (6). No long dangling jewelry
- (7). Shoes should be sturdy, slip resistant, and at least ankle height, no slippers
or open toe shoes are allowed.
- (8). Wash hands with warm water and soap upon reporting for duty, after
operating registers, cleaning dining areas, or visits to the rest room.
- (9). Washing hands after handling raw fish, fowl or meat
- (10). **THIS IS A SMOKE FREE CAMPUS**

SQUARE FOOTAGE OF DINING AREAS

The Cafeterias:	Student Union.....	<u>17,870</u>
	JBJ.....	<u>5,450</u>
	Delta House.....	<u>7,000</u>
The Dining Area:	Student Union.....	<u>9,150</u>
	JBJ.....	<u>2,700</u>
	Delta House.....	<u>1,000</u>
The Kitchens:	Student Union.....	<u>8,720</u>
	JBJ.....	<u>2,750</u>
	Delta House.....	<u>6,000</u>
Black and Gold Room		<u>1,800</u>

(Kitchen + Dining) = Cafeteria

THE APPROXIMATE SQUARE FOOTAGE OF THE STUDENT UNION BALLROOM
20,000 SQUARE FEET

APPENDIX D

REVENUE AND OTHER STATSTICAL INFORMATION

FY22 board bill payments \$ 2,592,242.90

HISTORY OF COMMISSION REVENUE FROM OUTSIDE SALES (CURRENTLY 11%)

YEAR	TOTAL COMMISSION PAID
FY 17	\$41,286.65
FY 18	\$43,708.36
FY 19	\$87,224.00
FY 20	\$63,580.31
FY 21	\$71,195.31
FY 22	\$55,901.00
FY 23	\$61,742.90

- Current Commission **11%** of cash sales, Guaranteed Commission of **\$59,000.**
- We have no snack bar operation.
- Current Billing Cycle is every 7 days (flat per day rate).
- We currently offer three (3) meal plans the 10, 15, 20, the daily rate for all plans is \$8.79 the flat meal rate for 3 meals per day is currently \$8.79. This rate is for Band and Athletes also.

10 meal plan	\$8.79	LA Davis/BJB/Delta
15 meal plan	\$8.79	LA Davis/BJB/Delta
20 meal plan	\$8.79	LA Davis/BJB/Delta

CASUAL MEAL COST

Breakfast - \$6.38 + Tax - \$7.13

Lunch -\$6.83 + Tax - \$7.63

Dinner - \$8.16 + Tax - \$9.12

Brunch Meal - \$8.16 + Tax - \$9.12

Special Event Night - \$9.01 + Tax \$10.07

Boxed Lunches - \$8.95 + Tax \$10.00

ATHLETIC CONCESSION STAND REVENUE SINCE 2021

(Prior to this time this was managed in house)

YEAR	INCOME
FY 21	\$13,683.17
FY 22	\$11,036.57
FY 23	\$11,886.21

BOARD RATES FOR COMMUTER STUDENTS**FALL AND SPRING PER SEMESTER**

	2021-2022	2022-2023	% OF INCREASE
BLOCK -100	\$ 528.37	\$ 544.75	3.1
BLOCK-75	\$ 404.71	\$ 417.26	3.1
BLOCK-50	\$ 275.94	\$ 284.49	3.1
BLOCK-25	\$ 141.55	\$ 145.94	3.1

Commuter Cards are no longer offered or used by students.

ROOM COUNT BY SEMESTER FOR BOARDING RESIDENTS

Residence Hall	Fall	Fall	Fall	Fall	Spring	Spring	Spring	Spring	Spring
	2020	2021	2022	2023	2023	2022	2021	2020	2019
Douglas	0	0	72	68	56	0	0	0	0
Lewis	53	85	0	0	0	62	43	74	74
Hunt	119	124	110	121	93	93	92	111	104
BJJ (Male)	131	128	168	169	140	122	105	148	130
BJJ (Female)	116	89	66	90	66	80	127	128	123
Johnson	67	114	115	115	89	80	54	87	86
Copeland	54	116	107	110	88	89	46	89	87
Fischer	55	105	93	102	89	70	40	100	99
Stevens	56	98	100	109	83	72	41	92	92
Delta/Delta II	74	118	124	136	116	96	64	121	140
Delta Hall I A	159	174	161	190	107	140	125	158	105
B	144	181	174	194	114	149	96	143	154
Total	1,028	1,332	1,290	1,404	1,041	1,053	833	1,251	1,194