

**REQUEST FOR PROPOSAL**

**FOOD SERVICES**

**RFP 23-002**

**Issue Date: February 7th, 2023**

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# **RFP ADMINISTRATIVE INFORMATION**

Issued: **February 7th, 2023**

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| RFP Title: | Food Service |
| RFP Project Description: | Lewis-Clark State College (LCSC) seeks a long-term mutually beneficial food service relationship. LCSC is requesting proposals from qualified vendors to provide quality food and services for its students, faculty, staff, and guests.  |
| RFP Lead: | Jessica Waddington, Purchasing DirectorLewis-Clark State College500 8th AveLewiston, ID 83501JLwaddington@lcsc.eduPh: 208-792-2431 |
| Submitting Sealed Proposal:Submitting Manually:MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME.Submit electronically to LCSC via e-mail:  | Jessica Waddington, Purchasing DirectorLewis-Clark State CollegeAdministration Building rm. 104500 8th AveLewiston, ID 83501**Submit by: March 17th 2023 5:00 PM PT** JLwaddington@lcsc.edu |
| Pre-Proposal Virtual Conference Date/Time:Pre-Proposal Virtual Conference Location: | **February 13th 2023 8:30 AM Pacific Time**RFP Lead will provide you with virtual conference information upon registration. Attendance is optional, pre-registration is required. |
| On-Site Campus Visits:  | **February 23rd & 24th, 2023**Attendance is optional, pre-registration is required. |
| Deadline to Receive Questions: | **March 3rd, 2023 5:00 PM PT** |
| Questions & Answers Posted: | **March 10th 2023 5:00 PM PT** |
| RFP Closing Date: | **March 17th 2023 5:00 PM PT**  |
| Proposal Opening Date: | 8:30 a.m. Pacific Time, the following business day after closing |
| Finalist Notification Date:  | **March 24th 2023**  |
| Oral Presentations or Demonstrations (finalists only): | **March 30th 2023**  |
| Selection/Award Date: | **April 11th 2023 by 5:00 PM PT**  |
| Initial Term of Contract and Renewals: | Three (3) years. Upon mutual, written agreement, the Contract may be renewed, extended or amended. The anticipated total Contract term is Ten (10) years.  |
| **Lewis-Clark State college standard contract terms and conditions: https://www.lcsc.edu/purchasing/vendors** |

# **Overview**

## Purpose

Lewis-Clark State College (LCSC or the College) is requesting proposals from qualified vendors to provide quality food and services for its students, faculty, staff, and guests. LCSC seeks creative and innovative concepts at reasonable and competitive prices to attract and to retain customers. Food Services plays an important role at LCSC and the successful contractor should ensure the services properly represent the College’s mission.

The contract will be for an initial term of three (3) years, commencing on July 1, 2023 with seven (7) one-year renewal options. The Offeror/Contractor will provide a full range of services, including a management structure that will encompass all personnel management, financial and accounting services, procurement activities, and all other operational and delivery systems.

Food services will not prohibit authorized student organizations from selling commodities designed to benefit such organizations; nor shall it be constructed to prohibit the sale of convenience items at the LCSC on campus bookstore.

## Background Information

Lewis-Clark State College, located in Lewiston, Idaho, is a four-year comprehensive bachelor’s degree-offering public school with a small, but expanding, on-campus resident population. Lewis-Clark State College serves approximately 4,426 students (FTE 2,420). We have 396 full time faculty and staff positions. We have a capacity for 436 residence hall students and an occupancy for the Fall 2022 of 430. Of the 436 capacities, 313 are required to have meal plans. As of the fall 2022, we have 352 students on meal plans. Meal plans are required in 3 residence halls as well as the two living learning communities, and are optional in two residence halls.

The College’s goal is to award a three-year (3) contract with seven (7) one-year renewal options to a qualified food service operator who will work cooperatively with the College to implement the various elements of its dining services plan.

The following subsections are designed to relate to all potential Contractors what is currently done at Lewis-Clark State College. They are not meant to in any way represent what the College is seeking in its new contract.

The College provides all spaces on campus for the current contractor (store rooms, serveries, concession stands, dining rooms, offices, and a central production kitchen). Major equipment (see Appendix C) is also owned and maintained by the College, as well as an inventory of small wares and china. All equipment items not listed in these inventories is owned by the current contractor or by other vendors.

The College is currently responsible for costs associated with utilities, trash removal, insect and pest control, facility renovations, and equipment repair and maintenance. The College currently provides janitorial services for the dining areas. The Contractor busses tables and wipes tabletops and chairs, and empties garbage cans in the dining area. General cleaning within food preparation and serving areas (kitchen, dish room, employee restroom, coffee shops, etc.) is the responsibility of the Contractor, with the exception of annual cleaning of ceilings and light fixtures, which is done by the College.

Organizationally, the Vice President for Student Affairs oversees the programmatic aspect of the food service program and the Vice President for Finance & Administration oversees the contractual relationship.

## Food Service Operation Overview

Lewis-Clark State College seeks continual improvement of the retail operations. The Student Union Building/Center for Student Leadership (SUB/CSL) is open to new proposals to maximize sales and customer satisfaction in its two (2) highly visible food service operations in the SUB/CSL: the Marketplace and Jitterz, which is a coffee shop. Offerors should not assume that the existing concepts, programs, hours or other operating components must remain in place.

**The Marketplace**

The Marketplace in the SUB/CSL currently uses the Contractor’s in-house concepts, which consists of a sandwich deli, soup and salad, Tex-Mex bar, rotating station with a brick oven, exhibition cooking, a grill/fryer, and grab and go items along with beverages. There is central cashiering in this unit, which is the primary retail food service outlet on campus. The unit serves cash customers as well as meal plan/board students. The Marketplace shares a 300-seat dining room with Jitterz and the seating includes coffeehouse-style seating and a small stage in immediate proximity to Jitterz.

**Jitterz**

Jitterz is a coffee shop located in the basement of the SUB/CSL next to The Marketplace. Current offerings include coffee and espresso drinks and a small variety of grab and go items. Jitterz is currently subcontracted out through the current food service contractor and is a “Proudly Serves Starbucks” location.

**Doks**

Doks is an espresso stand in a self-contained small, somewhat portable building located outside of the SUB/CSL. Historically, the food service contractor had offerings at this facility including coffee and espresso drinks and assorted baked goods. Doks was named by the current food service contractor but was taken offline due to staffing challenges and its proximity to Jitterz. The building is still available for use by the current or a future food service contractor. Proposals should include options for year-round or seasonal use of the facility.

## Operation Statistical Data

The food service operation at Lewis-Clark State College had an estimated $1.097 million in sales and a customer count 80,159 (not including concessions or catering) for 2021-2022. Catering sales in 2021-2022 were $143,298.

Total approximate overall sales/revenue for FY19 is $1.485 M, FY18 is $1.56M, FY17 is $1.45M, and FY16 is $1.46M. Catering revenue for FY2019 is approximately $290,000, FY18 is $299,000, FY17 $273,000, and FY16 is $265,000.

## Meal Plan Data

The residence hall capacity at the College is 436. The occupancy for the Fall of 2022 is 423. The number of residents required to have a meal plan is 313, though this number may increase by Fall 2023. The number of meal plans purchased for Fall of 2022 is 352. The current meal plan options are located online at https://www.lcsc.edu/residence-life/meal-plans

#### Historical meal plan participation (number of meal plans purchased)

|  |  |  |  |
| --- | --- | --- | --- |
| **Fiscal Year** | **Fall** | **Spring** | **Total for Year** |
| 2023 | 352 (FA2022) |  |  |
| 2022 | 343 (FA2021) | 279 (SP 2022) | 622 |
| 2021 | 312 (FA2020) | 252 (SP2021) | 564 |
| 2020 | 348 (FA2019) | 291 (SP2020) | 639 |
| 2019 | 347 (FA2018) | 299 (SP2019) | 646 |
| 2018 | 376 (FA2017) | 336 (SP2018) | 712 |

## Catering

Currently, campus catering is exclusive to the Contractor in the SUB/CSL, Williams Conference Center (WCC), and most other campus locations (see exceptions Section 9). Much of the service is linen-and-china, but some customers, internal and external to the College, opt for a lower-cost linen-and-disposable level of service. A to-go service (customer picks up) was designed to meet the needs of those seeking a lower-cost option. The College also does cater off campus for college-related functions and conferences. The College does not solicit for-profit business, but will work with off-campus groups if requested. The goal is to not compete unnecessarily with the private sector, per State Board of Education Policy. The Contractor partners with the College to advertise in publications distributed primarily, but not exclusively, on campus. It is the responsibility of the Contractor to provide competitively priced, high-quality food and service for catering clients.

The College provides event support/room setup resources such as tables, banquet rounds, chairs, and buffet tables.

## Summer Dining

The Marketplace and WCC currently serve as the primary sites for summer program dining on campus. Pricing and hours of operation are negotiated for the summer offerings and conference packages each year in coordination with a campus representative. The College has traditionally hosted a limited number of youth-group oriented camps and activities, and has begun expanding the adult conference areas. The College is actively working to expand the number of conferences and other events held on campus, emphasizing (not exclusively) summer months.

## Concessions

The Contractor provides concessions for all regularly scheduled athletic events and activities at both the P1FCU Activity Center gym and Harris Field. A percentage of Contractor’s gross sales are paid to Lewis-Clark State College athletics. The P1FCU Activity Center houses traditional concessions for both the gymnasium and baseball events and seats approximately 3,600.

The College seeks to continue providing competitively priced concessions featuring traditional items while striving to provide a wide market appeal by diversifying the concessions menu based on current trends in concessions and patron feedback. Pricing is set at a rate consistent with the Lewis-Clark valley pricing, and is set by mutual agreement between the Contractor and the College. Customer satisfaction and participation will serve as the basis to maximize revenue. Equipment in the concession areas is currently primarily College owned.

## Vending and Beverage Services

The College currently has a contract with a beverage service provider for exclusive pouring and vending rights that include the food service area. Vending machines are located throughout the campus for snacks and beverages.

The Contractor shall abide by the terms of the Vending and Beverage Services contract.

## Campus ID

Access to campus services is handled by way of a single photo identification card and a centralized access and control system. Presently, the College has CBORD’s Odyssey and the vendor has provided their own Infor Point of Sale cash register system. The current Contractor pays for their share of the yearly maintenance fees for CBORD (food service card system equipment and software usage) and pays the entirety of the POS, mobile ordering and associated maintenance fees. The system provides access privileges to the library, athletic event tickets, intra-mural/recreation facilities, special events, and food service. The College is currently in the process of selecting a new student card system that is intended to be in place in June 2023. The college will not renew the point of sales system and will expect the vendor to provide that system.

All funds for food service contracts are collected and held by the College. Funds are distributed after a billing and reconciliation process, typically on a weekly basis. The College is satisfied with the current collection process.

## Resulting Contract

If the College awards a contract from this Solicitation, it will do so by issuing a Contract document, which will be an acceptance of the successful offer. The Contract will be comprised of that contract document; this RFP, including any incorporated documents; the successful Proposal, including any clarifications requested by the College; and an artifact formalizing any requirements agreed upon through contract discussions or negotiations, if applicable.

The following document is incorporated into this RFP as if set out in its entirety, whether or not it is attached to the submitted proposal:

**LEWIS-CLARK STATE COLLEGE STANDARD CONTRACT TERMS AND CONDITIONS:**

[HTTPS://WWW.LCSC.EDU/PURCHASING/VENDORS](https://WWW.LCSC.EDU/PURCHASING/VENDORS)

# **Questions**

## Restrictions on Communications

From the issue date of this RFP, until a contract is awarded, or the RFP is cancelled, Offerors are prohibited from communications regarding this RFP with LCSC employees, evaluation committee members, or other associated individuals, except the Purchasing Department.

### **Pre-Proposal Conference and On-Site Campus Visit**

An optional pre-proposal virtual conference and on-site campus visits will be held at the location and time as indicated in the RFP Administration Information section, page 1 of this RFP. This will be your opportunity to ask the College questions via a virtual meeting and/or on-site visit. All parties interested are invited to participate by attending the pre-proposal conference and/or on-site campus visit. Those choosing to participate must pre-register to receive meeting details by submitting the completed **Attachment 1 - Pre-Proposal Conference Registration Form** via email to the RFP Lead. Parties interested are asked to register by the date indicated in the RFP Administration Information section. Any oral answers given by LCSC during the pre-proposal conference or on-site visit are unofficial and will not be binding on LCSC. Conference and on-site campus visit attendance is at the participant’s own expense.

## Questions

* + 1. The RFP Lead is the only contact for this Solicitation. All correspondence must be in sent via e-mail. If it becomes necessary to revise any part of this RFP, amendments will be posted on LCSC’s Purchasing website. It is the responsibility of parties interested in this RFP to monitor the LCSC Purchasing website for any updates or amendments. Any oral interpretations or clarifications of this RFP must not be relied upon. All changes to this RFP will be in writing and must be posted to the LCSC Purchasing website to be valid.

### Questions or other correspondence must be submitted in writing to the RFP Lead (see contact information in the RFP Administrative Information, page 1). QUESTIONS MUST BE RECEIVED BY THE DATE AND TIME LISTED IN THE RFP ADMINISTRATIVE INFORMATION SECTION.

### Written questions must be submitted using **Attachment 2 - Offeror Questions**. Official answers to all written questions will be posted on LCSC Purchasing web page as an amendment to this RFP.

## Offeror Proposed Modifications and Exceptions to Requirements, Terms, and Conditions

### 2.2.1 Offerors are strongly encouraged to submit any proposed modifications to the requirements, terms, or conditions of the RFP on **Attachment 2 - Offeror Questions** prior to the deadline to submit questions. Questions regarding these requirements must contain the following:

* The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
* Recommended verbiage for LCSC’s consideration that is consistent in content, context, and form with LCSC’s requirement that is being questioned.
* Explanation of how LCSC’s acceptance of the recommended verbiage is fair and equitable to both LCSC and to the party submitting the question.

### If a Proposal contains modifications or exceptions to any Solicitation requirements, terms, or conditions which are not addressed during the question-and-answer period, they must be identified and submitted on **Attachment 3 - Modification and Exception Form** and must contain the same information outlined in Section 2.3.1, above. LCSC will not consider any modifications or exceptions that are not identified specifically on Attachment 3.

### LCSC has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. Non-material modifications or exceptions may be discussed with the apparent successful Offeror, at the discretion of LCSC ; however, LCSC shall have the right to reject any and all such modifications and/or exceptions, or to call an end to such discussions, and to instruct the Offeror to amend its Proposal and remove the modifications and/or exceptions. Failure to do so may result in LCSC finding the Proposal non-responsive.

### Except as otherwise provided within the Solicitation, LCSC will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFP Closing Date.

# **Instructions for Submission of Proposal**

## General Instructions

### Proposals may be submitted electronically or manually, as detailed below. Except as otherwise addressed in this solicitation, all submission materials must be submitted at the same time (in a single package or electronic submission). If multiple submissions are received, only the latest timely submission will be considered.

### Alternate proposals may be submitted and will be considered.

### All electronic files must be in Microsoft Word or Excel format; the only exception is for financials, brochures or other information only available in an alternate format.

## Trade Secrets

### The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the information contained in your response to LCSC’s Solicitation will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. If you consider any material that you provide in your Bid, Proposal or Quotation to be a trade secret, or otherwise protected from disclosure, you MUST so indicate by marking as “exempt” EACH PAGE containing such information. Marking your entire Bid, Proposal or Quotation as exempt is not acceptable or in accordance with the Solicitation or the Public Records Law and WILL NOT BE HONORED. In addition, a legend or statement on one (1) page that all or substantially all of the response is exempt from disclosure is not acceptable or in accordance with the Public Records Law and WILL NOT BE HONORED.

### Prices that you provide in your Bid, Proposal or Quotation are not a trade secret. LCSC, to the extent allowed by law and in accordance with these instructions, will honor a designation of nondisclosure. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel PRIOR TO SUBMISSION of your Bid, Proposal or Quotation.

### In addition to marking each page of the document with a trade secret notation, Offerors must also:

####  Identify with particularity the precise text, illustration, or other information contained within each page marked “trade secret” (it is not sufficient to simply mark the entire page). The specific information you deem “trade secret” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a “trade secret.”

#### Provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Proposal; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow LCSC’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

#### Submit a redacted copy of the Proposal with all trade secret information removed or blacked out. The redacted copy must be submitted electronically, with the word “redacted” in the file name, whether the Proposal is submitted manually or electronically.

### Offeror shall indemnify and defend LCSC against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Offeror’s failure to designate individual documents as exempt. The Offeror’s failure to designate as exempt any document or portion of a document that is released by LCSC shall constitute a complete waiver of any and all claims for damages caused by any such release. If LCSC receives a request for materials claimed exempt by the Offeror, the Offeror shall provide the legal defense for such claim.

## Electronic Submission

### Electronically submitted Proposals must be submitted to the RFP lead’s email address, identified in the RFP Administration Information Section. Remember to submit an additional redacted version of the proposal if you have identified trade secrets.

### Offerors are strongly encouraged to begin the process of submitting the response far enough in advance of the End Time to allow for resolution of technical difficulties. Be advised that LCSC is not responsible for an Offeror’s failure to timely submit a responsive submission due to any technical or technological difficulties. See IDAPA 38.05.01.61.02.

### Offerors are further advised to submit response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror’s response; as LCSC will print uploaded documents for evaluation in the manner received.

## Manual Submission

### The Proposal must be addressed to the RFP Lead, sealed, and identified as “RFP 23-002 FOOD SERVICES”. Include your company name on the outside of the package.

If not electronic and via e-mail, each Proposal must be submitted in one (1) original with five (5) copies of the Proposal.

Offerors submitting manually must also submit one (1) electronic copy of the entire Proposal on USB device and/or via e-mail. The format and content must be the same as the manually submitted Proposal. The electronic version must NOT be password protected or locked in any way.

# **Proposal Format**

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals.

## Table of Contents

Include a table of contents in the Proposal identifying the contents of each section, including page numbers of major Sections.

## Format

**Proposals shall follow the numerical order of this RFP** beginning with Section 6 and continuing through the end of the applicable RFP Attachments, including all mandatory submission items detailed in Section 6 and identified throughout the RFP. **Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. In the response, the RFP section and/or subsection must be restated, followed with the response.**

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section from the Offeror’s response. Except for brochures, financials, work samples, or other similar submission items, all electronic Proposals must be submitted in Microsoft Word or Excel, or PDF format, and must not be locked. Offerors are strongly cautioned against including website links or imbedded documents in the Proposal; LCSC will not be responsible for the RFP Lead or any evaluator’s failure to consider information outside of or imbedded in the Proposal.

## Evaluation Codes

**(M) Mandatory Response** - failure to respond to any (M) section, or to comply with any mandatory specification or requirement, will render Offeror’s Proposal non-responsive and no further evaluation will occur.

**(ME) Mandatory and Evaluated Response** - failure to respond to any (ME) section, or to comply with any mandatory specification or requirement in an (ME) section, will render Offeror’s Proposal non-responsive and no further evaluation will occur. Offeror must respond to these sections as directed; points will be awarded based on predetermined criteria.

**(E) Evaluated Response** - a response is desired and will be evaluated. If Offeror cannot meet the requirement, or chooses not to respond for any reason, zero (0) points will be awarded for the section. If Offeror responds, points will be awarded based on predetermined criteria.

# **Proposal Review, Evaluation, and Award**

## 5.1 Overview

The objective of LCSC in soliciting and evaluating Proposals is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

### All Proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an (M), (ME), and (E). Any Proposal(s) not meeting the Mandatory Submission Requirements will be found non-responsive.

### Evaluation Criteria

Proposal:

Mandatory Submission Requirements Pass/Fail

Business Information (Section 7) 50 points

Organization and Staffing (Section 8) 200 points

Scope of Work (Section 9) 625 points

Financial (Section 9.10) 275 points

Facility Remodel (Section 9.11) 100 points

Oral Presentations (Finalists only) 150 points

**Total Points** **1,400 points**

* 1. **Proposal**
		1. The Proposal will be reviewed first on a “pass” or “fail” basis to determine compliance with those requirements listed in the RFP with an (M) or (ME). All Proposals which are determined by LCSC, in its sole discretion, to be responsive in this regard will continue in the evaluation process outlined in this Section.
		2. The Proposal will be evaluated and scored utilizing one (1) or more Proposal Evaluation Committee(s).
	2. **Oral Presentations/Demonstrations**

At Lewis-Clark State College’s option, up to three (3) Offerors, with the highest raw score after the evaluation of the Proposal is complete, will be asked to make oral presentations. Participation will be mandatory for all invited Offerors and will be evaluated.

* 1. **General**
		1. The College will not provide compensation to Offerors for any expenses incurred by the Offeror(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Offerors submit proposals at their own risk and expense.
		2. The College reserves the right to conduct interviews with all or some of the Offerors at any point during the evaluation process; however, the College may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.
		3. The College reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
		4. Proposals and any other information submitted by Offerors in response to this Request for Proposal shall become the property of the College.
		5. Proposals that are qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the College at its option.
		6. The College makes no guarantee that an award will be made as a result of this RFP. The College reserves the right to accept or reject any or all proposals, waive any informalities or minor technical inconsistencies, or delete any item-requirement(s) from this RFP or resulting Contract when deemed to be in the College's best interest. Representations made within the proposal will be binding on responding Offerors. The College will not be bound to act by any previous communication or proposal submitted by the Offerors other than this RFP.
		7. The Offeror(s) deemed to be fully qualified and best suited among those submitting written proposals and/or oral presentations will be identified based on the evaluation factors stated throughout the response instructions and specification sections. Negotiations may be conducted with any or all Offerors. After negotiations are completed with Offerors, LCSC shall select and notify the Offeror(s) which has, in LCSC’S opinion, made the best proposal, and award the contract to take effect on the dates negotiated with Offeror(s). LCSC reserves the right to judgment concerning quality of service and the Offeror's capability to service the agreement.
		8. No Proposal- It is requested that those Offerors who do not desire to submit a proposal indicate the same by submitting a "No Proposal" to LCSC’s RFP Lead via email identified in RFP Administration Information section, page 1 of this RFP.
	2. **Responsibility**

Pursuant to IDAPA 38.05.01.081, the RFP Lead may, in LCSC’s sole discretion require the apparent high point Offeror to provide documentation to demonstrate its responsibility. The RFP Lead may request documentation including, but not limited to, credit or financial reports, and references. Failure to provide requested documentation may result in the Offeror being deemed non-responsible. Nothing herein shall prevent LCSC from using other means to determine Offeror’s responsibility.

* 1. **Award**

Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total normalized points.

* + 1. The College makes no warranty or guarantee that an award will be made as a result of this RFP.
		2. The College reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the proposed form of Agreement when the College deems such to be in the College's best interest.
		3. College will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of the Offeror.
		4. Subsequent Oral Presentations - after completion of the initial review and evaluation of the submitted proposals, the College may in its sole discretion invite one or more selected Offeror to participate in oral presentations concerning their respective proposal.
		5. Negotiations with Select Offerors - at the College's sole option and discretion, the College may discuss and negotiate all elements of the proposals submitted by one or more selected Offerors whose proposals are within a competitive range determined by the College.
	1. **Revision of Proposals**
		1. After submission of a proposal but before the final selection of the successful proposal is made, the College may select one or more Offerors to revise their respective proposals in order to obtain the best and final offers of such proposal.
		2. In the event, representations made by an Offeror in its revised proposal, including price, scope and consideration quotes, will be binding on the Offeror.
		3. The College will provide each selected Offeror within the competitive range an equal opportunity for discussion and revision of its proposal.

* 1. **Determination of Successful Offeror**
		1. The College may make the selection of the successful proposal based on the proposals initially submitted, without discussion, clarification or modification. In the alternative, College may make the selection of the successful proposal based on negotiation with any of the Offerors.
		2. The College is not obligated to select the Offeror offering the most attractive economic terms if that Offeror’s proposal is not the most advantageous to the College overall, as determined by the College.
		3. The College will maintain in its files concerning this RFP, a written record of the basis upon which a selection, if any, is made by the College.
	2. **Rejection of Proposals**
		1. The College reserves the right to (i) enter into an Agreement for all or any portion of the requirements and specifications set forth in this RFP; (ii) reject any and all proposals and re-solicit proposals; or (iii) reject any and all proposals and temporarily or permanently abandon this selection process, as the College deems to be in the best interests of the College.

# **Mandatory Submission Requirements**

The proposal begins with the mandatory items identified in this list and the following sections. **NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY; OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS, SUBMITTAL ITEMS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.**

**See section 4.2 for Proposal Format requirements.**

[ ]  (M) Cover Form: Complete, sign, and submit **Attachment 4, Cover Form.** All Proposals must be submitted with the completed and signed Attachment 4, Cover Form.

[ ]  (M) Acknowledgement of Amendments: If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive. See IDAPA 38.05.01.52.

[ ]  **Section 7**: Provide response to all (M) and (ME) sections, and any other required submittal items.

[ ]  **Section 8**: Provide response to all (M) and (ME) sections, and any other required submittal items

[ ]  **Section 9**: Provide response to all (M) and (ME) sections, and any other required submittal items

[ ]  Redacted copy of Proposal and list of Trade Secret redactions, as detailed in **Section 3.2**.

[ ]  Review the required types and levels of insurance—these are mandatory requirements. If you do not already have the required types and levels of insurance, you are **strongly encouraged** to contact your insurance representative to find out if you will be able to obtain the required insurance. (The Offeror should not purchase additional insurance in reliance of being awarded a contract). If you are awarded a Contract, failure to provide proof of the required insurance will be grounds for termination of the Contract.

## Proposal Responses (Evaluation Phase II)

The College is interested in providing a dining service program for as broad a segment as possible of the College’s clientele. Towards meeting that goal, the College is requesting Offerors to propose a variety of options which will satisfy the needs of the College meal plan and commuter students, staff, administration, faculty and visitors.

The Offeror must submit a proposal addressing each of the points in this response area in the same order and numberedas presented herein. Failure to do so will eliminate that proposal from consideration in the contract award. Complete but brief responses are desired.

The College reserves the right to accept or refuse any proposed offers that are different than the current arrangement.

## Contract Exceptions

State any exceptions, tied to specific numbered clauses, that Offeror wishes to make to the contract terms and conditions proposed in this document. Offeror must refer to this section of the RFP, and submit proposed alternative or preferred language for the deviation. Note, however, that any such exceptions or proposed deviations must be received by the College in writing prior to the date of the pre-proposal conference.

## Branded Products

If the Offeror intends to feature any branded products (apart from or instead of branded concepts) in any of its food service operations, those brands that requirecontractual or franchise commitments to bring that branded product to the campus,along with specifics of the required commitments(i.e., has the Offeror agreed to have XYZ coffee exclusively for a minimum of four years in exchange for equipment?) should be listed. The College reserves the right to specify branded products.

# **Business Information**

## Minimum Financial and Experience Warranty

## (M) The Offeror shall be national in scope and must be currently operating three or more non-vending college or university food services with accounts in excess of $1,500,000 annually (each account must have been operating for the past two years).

### (M) The Offeror must establish or have in place, if awarded the contract, a regional and district management organization covering any of these western states: WA, OR, CA, ID, NV, UT, MT, or WY.

### (M) The Offeror must have been operating non-vending college or university food services on more than one campus for a period of the last five years or longer.

### (M) Offerors must provide applicable financial data that will show the ability to perform. Three or more recent annual stockholders’ reports, Security Exchange Report and/or statements of net worth will be sufficient. The College reserves the right to investigate the financial status, technical experience, and performance record of the Offeror by means of information contained in or attached to the questionnaire, or by other means deemed necessary. Submission by the Offeror of the above information represents specific permission by the Offeror for the College to investigate the Offeror’s qualifications.

### (M) Offerors are to provide the following information:

#### Name, address and telephone number of company headquarters

#### Type of organization (individual, partnership, corporation, other – if other, please describe)

#### Name and address of person to contact concerning Offeror’s response

#### Telephone number, including area code, e-mail address of contact person

#### If a corporation, when incorporated, what state incorporated in, is the company authorized to do business in the state of Idaho? If so, when?

#### Offerors are responsible for any cost associated with submitting a proposal and response to this request for proposal. Each Offeror is responsible for any cost incurred in making visits to the College for any purpose associated with this request for proposal.

### (M) List three (3) comprehensive college or university food services accounts closest in proximity to Lewis-Clark State College.

### (ME) Provide a profile of Offeror’s business including Offeror’s business history, description of current service area, and customer base.

### (M) Provide a copy of Offeror’s organizational chart, including detail of any relationships with parent and subsidiary organizations.

### (ME) Submit a list of all comparable size and type of operations within the college market for references. Lewis-Clark State College reserves the right to contact any of the accounts listed. For five of the accounts listed, include the following information:

#### Name and location of operation along with a college or university contact person and telephone number

#### Length of time Offeror company has had this operation

#### Sample retail and catering menu and pricing

#### Number of boarders on meal plans

#### Types of branded operations

### (ME) Provide a list of all accounts Offeror has discontinued doing business with within the college market over the past two (2) years. If is preferred that Offeror provide the following information for three of those accounts:

#### Name and location of operation along with a college or university contact person and telephone number

#### Length of time Offeror company had this operation

### (ME) Submit recent (within the last 3 years) customer satisfaction and/or contractor performance surveys or any other evidence of food quality and customer satisfaction that have been conducted at your Offeror’s company’s college/university accounts. Additionally, submit an example of a criticism received in response to these surveys and provide a description of what Offeror did to address this criticism. Preference is that the customer satisfaction surveys come from schools with similar on-campus population as LCSC.

# **Organization and Staffing**

## Staffing Expectations

### The Offeror shall maintain an adequate number of staff, who are sufficiently trained, on duty at the College at all times during business hours to ensure a quality dining service operation. In order to maintain a high quality of service, the Offeror shall be responsible for providing expert, experienced and qualified personnel for administration and supervision, menu planning and dietetics, production, purchasing, service, sanitation, marketing, and equipment consulting both on-site at the College and offsite at Offeror’s corporate level.

### If a transition in food service providers occurs, the Offeror shall interview any employees of the current Contractor who seek employment.

### The Offeror is strongly encouraged to utilize the College’s Student Employment and Career Center to hire College students as a part of its work force wherever feasible.

### The Offeror shall continually provide satisfactory training and development programs for employees at all levels of the food service operation. Regularly scheduled full-time, part-time, and student employee training meetings shall be conducted by the Offeror at its own expense. Demonstration and documentation of this continual development is requested in later sections.

### The Offeror shall have the capability of and be financially responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes unemployment insurance, worker’s compensation, and other taxes, health examinations, permits and licenses.

### The Offeror’s on-site management team must share among themselves an appropriate amount of professional training, experience, interpersonal characteristics, and public relations skills to provide the expertise required for catering, meal plans, concessions, summer program dining, and retail dining services of high quality.

### The management team shall consist of positions or functions similar to a full-time on-site manager (general manager), a catering manager, a head chef, and as many other additional full-time management and supervisory personnel as deemed necessary to adequately staff the major service areas (meal plans, retail, catering, concessions, etc.) and multiple locations as mutually agreed upon between the Offeror and a designated College official. There shall be management or supervisory staff on duty and in attendance during all regular mealtimes, significant preparation periods, special dinners, catered meals or catered events or concessions events with more than 200 in attendance, or when requested specifically by the College.

### The Offeror shall provide position descriptions and resumes for individuals who are being considered for the on-site management team. The College shall have the right to attend interviews of proposed candidates for the onsite manager and unit managers’ positions and review Offeror’s final recommendation before an appointment is made. The College’s opinion of management candidates will be solicited and considered as part of the Offeror’s hiring process.

### Candidates for the onsite manager position should have a minimum of five (5) years full-time professional food service experience in comparable progressively responsible positions and preferably in a higher education setting. Preference should be given to candidates with an appropriate degree.

### The Offeror shall designate a District Manager to supervise the dining service management at Lewis-Clark State College. The College expects the District Manager’s responsibilities to include, but not be limited to, the following:

#### Perform routine reviews and inspections of operations.

#### Establish reasonable performance standards for employees, managers and supervisors, with periodic discussions or meetings with individuals to assist them in achieving the standards.

#### Assist in filling staff vacancies in a timely manner.

#### Consult with the College on current and future trends in the food service industry and offer new programs provided by the Offeror.

### The Offeror’s office shall be open/closed in conformity with the expectations for College Offices as defined by the College calendar <https://www.lcsc.edu/registrar/academic-instructional-calendars> and remain open during holidays occurring within the academic semester to provide service for meal plan students (except for the week of Thanksgiving).

### Offeror is encouraged to incorporate the College’s instructional programs which may be related to food service, into its service program, using students in the program in staff positions, or providing opportunities for internships or display of skills and talents acquired through their education.

### The Offeror is responsible for the on-campus behavior of all its employees. Said employees will abide by all rules and regulations which govern the College’s employees. Infraction of those rules and regulations may result in the College requesting that the individual no longer be employed at the Contractor’s Lewis-Clark State College account.

## Staffing Plan

Describe Offeror’s qualifications to successfully complete the requirements of the RFP by providing a detailed response to the following:

### (ME) Onsite Manager (General Manager)

Provide a resume for the person proposed for the Onsite Manager position and/or provide a position description listing the required years of experience and education and skills for potential candidates.

### (ME) Catering Manager

Provide a resume for the person proposed for the Catering Manager position and/or provide a position description listing the required years of experience and education and skills for potential candidates.

### (ME) Head Chef

Provide a resume for the person proposed for the Head Chef position and/or provide a position description listing the required years of experience and education and skills for potential candidates.

### (ME) Submit a copy of the employee evaluation criteria that would be used for the Onsite Manager, Catering Manager, and the Head Chef.

### (ME) Key Personnel and Qualifications

#### Provide a list of other key management, supervisory, customer service and other roles to be used in the fulfillment of this Contract. Provide position descriptions, including requisite qualifications and experience of the person(s)/role(s) identified, as well as an explanation of how the person in that role will contribute to the food service operation.

####  (ME) Provide an employee organizational chart for all operations including position titles and times scheduled to work. Provide a summary of FTEs scheduled per week by location or function along with an indication of which positions will be filled with full and part-time employees as well as student workers.

### (ME) Describe what qualifies as adequate staffing for the Marketplace, coffee shop(s), and concessions such as if your business operates with standard ratios based on event size, number of meal plans, etc. or based on similar operations.

### (ME) Offeror shall provide information on how the management team whether on site or at the corporate level, will include at least one individual with formal nutritionist or dietitian’s training that includes allergens and which provides yearly or more frequent trainings for onsite personnel in these areas. Please describe how you will address this request and the frequency of trainings.

### (ME) Provide Offeror’s policy/process for food preparation that addresses dietary/allergy cross contamination.

### (ME) Provide a plan for yearly employee training and development, specify which trainings are required and optional, and how you will document the completion of this training. Specifically address customer service training and student employee training and development.

### (E) Provide 5 sample pages from the Employee Training Manual.

### (E) Provide Basic Employee policies and procedures. Limit this to five pages that describe hiring practices, benefits, employee evaluation policy and other relevant issues.

# **Scope of Work**

**All sections of the Scope of Work are required contract services.** This proposal outline is to be used in response to the RFP. Evaluators will be scoring the proposal based on the methodologies proposed and the completeness of the response to each item listed below as well as items listed in Section 8.2. Offeror’s must describe in detail how each requirement will be met. Requirements are marked (M) or (ME) below. Offer should include personnel, proposed timelines, methodologies, and any pertinent information that will be required from the College in order to achieve full compliance with all tasks and deliverables.

## The Marketplace Retail Operations Specifications/Terms

### Food Stations & Concepts

The Marketplace currently has six (6) food stations. As an example of current operations, the stations during the lunch hour are: made-to-order sandwiches; soup and salad bar; Tex-Mex concept; rotating station with items such as pasta, pizza, and wings; display station (action station) where the food is cooked on request; and a grill serving items such as hamburgers and French fries.

The Offeror is encouraged to propose changes or reconfiguration of the Marketplace’s product mix, equipment, and service style to meet the program that they feel is best supported by their market analysis. This includes identifying opportunities for modifications in the number of operating stations. The College is committed to providing retail food service at the location currently identified as The Marketplace.

#### (ME) Describe in detail what food stations or concepts Offeror proposes for each service period (breakfast, lunch, brunch, and dinner) and why these are chosen.

#### (E) Describe Offeror’s plan for future rotation or refresh of stations.

The Offeror is encouraged to offer corporate, regional and/or national Branded Concepts which are deemed appropriate or financially feasible by the Offeror.

The College reserves the right to require a survey to determine the acceptability on any new concepts. Prior to implementation of any new Branded Concepts, the Offeror must obtain the College’s approval in writing. Once Branded Concepts have been installed at the College, they shall remain in place as long as the demand for the product supports the cost of providing it. Copies of all contracts that relate to the branded service will be provided to the College.

The Offeror shall provide all its corporate branded concepts free of franchise and/or license fees.

### Branded Concepts

The cost of equipment and other materials provided for Branded Concepts support shall be the responsibility of the Offeror. In the event that the Agreement is terminated before the Offeror has completed equipment amortization, a new Offeror will be responsible for the balance of the cost if the branded concept license/franchise is transferable. If the concept license/franchise is not transferable then the Contractor that initiated the Branded Concepts must assume all costs and rename the equipment and logo/trademark items within 48 hours of the contract termination. The exact terms for each brand and a list of equipment and logo/trademark items must be clearly identified in writing along with the transfer/non-transfer terms at the time a branded concept is proposed. Failure to disclose any terms will result in all related costs being assumed entirely by the Contractor.

### Retail Menus

### The College has a residence hall and a commuter non-traditional age student population in addition to staff and campus guests. The Marketplace serves students on meal plans and the general campus population during all service periods, with meal plan students being the primary customer during the breakfast, brunch, and dinner service periods. The College strongly recommends that the Offeror carefully analyze the retail market on campus and/or similarly sized and populated operations.

### Attention shall be given to the offering of menu selections that accommodate a diverse campus clientele and customer nutritional concerns. There must be a balance of quick service and a more casual dining and traditional fare.

### The Offeror’s beverage menu is subject to any soft drink beverage contract which the College may enter into during the course of the contract.

### While the College wants Offeror to propose the retail mix that they feel will best meet the needs of the campus population, the College feels that certain minimum standards are required as presented below. These standards should not be seen by the Offeror to limit serving location or service style.

### Retail food service should be available during the following periods with minimum standards as follows:

**Academic Sessions**

Morning Service Period:

Breakfast service should be available featuring baked goods, pastries, hot beverages (coffee, tea, cappuccino drinks, etc.) and cold beverages (juices, milk, soft drinks, etc.), breakfast entree selections, with a focus on a variety of items that are available for on-site dining as well as grab and go.

*Please note the morning period is currently “all-you-care-to-eat” for people on meal plans and this is not a required minimum standard.*

Lunch Service Period:

Lunch is the primary meal period. All stations proposed for The Marketplace food court should be open during this time. A variety of fresh items, hot and cold items, and microwavable items should be available for on-site dining as well as grab and go.

Dinner Service Period:

Dinner service should be available featuring hot and cold beverages and a selection of entrees. The Offeror should indicate which formats will be open during this meal period.

*Please note the dinner period is currently “all-you-care-to-eat” for people on meal plans and this is not a required minimum standard.*

Saturday/Sunday Brunch Period:

A minimum of three (3) proposed stations for the Marketplace food court should be open during this time. A variety of baked goods, fresh items, hot and cold items, and microwavable items should be available for on-site dining as well as grab and go.

*Please note the brunch period is currently “all-you-care-to-eat” for people with meal plans and this is not a required minimum standard.*

Particular attention should be directed to weekend menus which will not exclusively consist of leftovers or an abundance of ready to pick up items. A creative use of leftovers as a sustainability initiative is acceptable.

**Summer session**

Daily lunch service is not required; therefore, the Offeror is required to address how the need for food service availability during the summer months would be assessed. There are summer athletic camps and other events that may require additional service periods and arrangements. Additionally, athletes and residence hall students return prior to the start of each academic semester and will need to have food service provided. Athletes may return at the beginning of August. The Offeror will be responsible for coordinating summer and pre-semester food service needs with campus constituents.

Offer should respond to the following questions, noting the minimum standards listed prior in this section:

#### (ME) Describe which stations will be open during breakfast, brunch, lunch, and dinner service periods during the academic session.

#### (ME) Provide a four (4) week menu for each station during each service period. The menus will be evaluated based on the level of variety, creativity, and diversity offered. Diversity is broadly defined such as ethnically and regionally diverse, ex: Asian food or U.S. southern food.

#### (ME) Identify each menu item for each station in the four (4) week menu as to how it addresses a particular dietary or allergy needs.

#### (E) Describe each menu item in the four (4) week menu for each station with respects to the quality of food used in the preparation, whether fresh produce items are used in the menu item, and the applicable nutritional information.

#### (E) Describe each menu item’s portion size and the price in the four (4) week menu. The College is interested in a variety of menu item portions and quality options to accommodate differing appetites and budgets, specifically the inclusion of value menu items.

#### (E) Describe the proposed menu cycle for each station during each service period, ex: no menu item will reappear within a two (2) week cycle and/or the grill has standard menu offerings with specials introduced weekly.

#### (ME) Provide a list of grab-and-go items for pickup during each service period such as baked goods, fresh items, cold, hot, and microwaveable. Describe whether items are purchased or produced in house and the rotation cycle for introducing new items. List the price for each item and the freshness date timeframe.

### Prices and Portions

Prior to commencement of the Agreement, the proposed retail menu, including item, portion and price, and the serving schedules shall be approved in writing by the College. These prices and schedules shall serve as a guide and baseline for any other items not specifically included in the initial proposal. The price range of menu items will serve as a baseline expectation for the minimum, average, and maximum prices for menu items. Variations to prices above the maximum priced menu option must be submitted to the College representative for review and approval prior to their offering. Routine price change requests other than those of an emergency basis will be submitted to the College for review and approval no later than eight weeks before the beginning of the academic period. Price changes will be effective at the start of each academic year.

Prices for prepackaged convenience items in the retail units shall be set based upon margins common to the retail business not food service. Since the Offeror does not prepare these products, the mark up should not be the same. The College does, however, recognize that an Offeror may not be able to sell grocery items at the same discount as grocery stores. The Offeror should, therefore, be prepared to submit a markup percentage which will apply to retail items.

### Hours of Operation

The College is interested in food service options being available for extended and continuous hours to assist in its efforts to increase campus engagement. As such, Offeror should consider this when responding to the specifications associated with the menu and hours of operation.

#### (ME) Submit the intended hours of operation for the Marketplace and which stations will be available during each service period. Describe the rationale for the proposed hours of operation and what data will be collected to assist in future hours of operation proposals.

Current hours of service are as follows:

* Monday Through Thursday
	+ Breakfast 7:30 a.m. – 10:30 a.m.
	+ Closed 10:30 a.m. – 11:00 a.m.
	+ Lunch 11:00 a.m. – 1:30 p.m.
	+ Closed 1:30 p.m. – 5:30 p.m.
	+ Dinner 5:30 p.m. – 7:00 p.m.
	+ Closed after dinner
* Friday
	+ Breakfast 7:30 a.m. – 10:30 a.m.
	+ Closed 10:30 a.m. – 11:00 a.m.
	+ Lunch 11:00 a.m. – 1:00 p.m.
	+ Closed 1:00 p.m. – 5:30 p.m.
	+ Dinner 5:30 p.m. – 7:00 p.m.
	+ Closed after dinner
* Saturday and Sunday
	+ Brunch 10:30 a.m. – 1:00 p.m.
	+ Closed 1:00 p.m. – 5:30 p.m.
	+ Dinner 5:30 p.m. – 7:00 p.m.
	+ Closed after dinner

The College requires that food service be available during appropriate parts of the day to accommodate each service period. Additionally, the College is working toward strengthening engagement within our student population and making the SUB/CSL, which houses the Marketplace, a more vibrant and active facility and feels the availability of food service is a component of this engagement opportunity. This may include offering limited menu and beverage offerings for student or college programs occurring during various hours in the SUB/CSL.

Prior to the commencement of the Agreement, the Offeror’s proposed hours of service shall be approved in writing by the College. Such hours must be maintained for three months prior to Contractor making a request to revise the hours of operation.

### Ordering

#### (ME) Detail the timing of the preparation of food at each station during each service period and the number of staff required to meet anticipated timing. Include the availability if applicable of pre-plated options.

####  (E) Describe ordering and delivery options such as in person, online website, or an app and the staff, equipment, and software necessary to facilitate these options. Detail whether online orders may have a pickup counter, etc. If new equipment or software is necessary, indicate the value of this proposal and provide the name of the equipment and/or software along with technical specifications.

### Group Discounts

The College hosts groups of 10 or more that are served through the Marketplace. Offeror should anticipate hosted groups ranging from 10 to over 100 on a frequent basis. Typically, the groups will utilize standard menus and food service stations. In the case of large groups and/or special needs, the College may request special station offerings during the service period.

#### (ME) Detail the discount applicable for standard menu/service offerings during each of the service periods for hosted groups up to 400 guests. Separate differential pricing discounts by the size of the group.

#### (E) At times, the College will request different station offerings for hosted groups. The menu offerings must appeal to a range of budgets such as a value menu offering to a high-quality offering. Detail at least five (5) menu offerings for each service period and which stations will provide the menu offerings for breakfast, lunch, and dinner service. List the portion size and price of each menu item. Differentiate the price by the number hosted up to 400 guests. Describe any special considerations necessary to host a group during a regular service period in which you have other guests.

### Service Levels & Facility

The Offeror will review the Colleges’ Event Report in the SUB/CSL and the conference services schedule and adjust staffing and production to meet the requirements for retail food service for public events on the campus.

The Offeror is encouraged to meet at least annually with the College representative to evaluate the need for expansion, improvements and remodeling of its retail food service areas. All proposed changes shall be approved in writing prior to implementation. Financial responsibility for proposed projects shall be mutually agreed upon by the College and Offeror.

### Customer Input, Feedback, & Action Plan

#### (ME) Describe the plan to solicit input and feedback from students, staff, campus guests, and residence hall students with regard to the Marketplace (service levels, menu, hours of operation, etc.). Include in the plan the method(s) by which feedback is sought as well as the frequency with which it is sought. Detail who will have access to each method of feedback, how the feedback will be utilized, and the action plan and timing of responding to the feedback.

## Contract Meal Plan Specifications

### Meal Plans

Meal plans shall be provided to the College for resale to board students in College residence halls in accordance with the food service calendar which is presently (2022-2023) based on 223 board days during the academic year (fall and spring semesters). Meal plans shall also be available to non-residence hall students as well as college employees in accordance with the annual food service calendar. The Marketplace is the only dining facility on campus and serves both meal plan students and the general campus population.

### Meal Plans Fee Collection

The College shall be responsible for collecting institutionally determined student food service fees. Uncollected debts shall not diminish payments owed to the Offeror by the College. The Offeror shall be responsible for cooperating with the College to assure the collection of fees by withholding all meals from students for which the debt has not been collected when directed to do so by authorized College personnel. The College shall be responsible for providing the Offeror with timely and accurate information about such matters.

### Meal Plan Proposal

Offerors are required to propose a fixed daily rate per person for the meal plan program for a period of one year. Should Contractor propose an all-you-care-to-eat program for the dinner or breakfast service periods, at least three (3) out of the six (6) stations in The Marketplace must be operational to allow for adequate variety.

At a minimum, the Offeror must propose fixed rates for the following program:

#### (ME) Provide a minimum of three (3) meal plan options but the College encourages more options. The fixed daily rate may be provided on a sliding scale for differing levels of participation. The sliding scale should be in increments of $25. If applicable, Offeror should indicate minimum and maximum participation for each meal plan. Offerors may also describe and provide prices for additional meal plans that the Offeror believes would enhance student satisfaction/participation. Describe the meal plans and list the price per meal plan per boarder per day and include pricing for guest meals in cases of all-you-care-to-eat service periods. The College encourages creative options to address a variety of appetites and budgets. The College will be adding a 20-bed Living and Learning Center to its campus housing inventory. This facility is equipped with a kitchen but residents will be required to have a meal plan. The Offeror is encouraged to consider a more limited meal plan for residents of this facility as well as College Place, which is an 88-bed facility comprised of suites with kitchenettes. At present, College Place residents are not required to have meal plans but the College will consider changing this policy. Describe creative options for end of semester unused “board” meals such as swipe for a pizza, grab and go items, micro market, etc. during finals week and/or rollover unused funds and meals to the next semester and how this affects meal plan pricing.

#### (E) The Offeror is encouraged to propose as an additional option, a “one swipe”, one trip, meal plan for the lunch time in lieu of a declining balance option. If this option is available, describe the meal plan cost and the student process/meal selection for a one-swipe option.

### Unlimited Servings

Students who have a meal plan contract shall have an option for unlimited servings during the breakfast and dinner periods on all food and beverages except premium entrees served at most premium meals. The type of service may be self-service for many of the food and beverage stations. Food and beverage portions shall be the same size and quality throughout the serving schedule so that the “seconds” portions served shall be the same as the initial portions served.

### Special/Seasonal Premium Events

A minimum of six (6) special/seasonal/premium meals shall be served during the academic year. The meals shall rotate between Monday, Tuesday, Wednesday, and Thursday nights. The meals shall not be served the night before a holiday or the beginning of a holiday vacation or semester break. The Offeror, in conjunction with the College, should draw up an annual calendar of premium/theme meals.

Included in these meals shall be a variety of dining experiences ranging from special events or themes, premium quality meals, to ethnic and holiday fare complete with costumes, music and decorations appropriate to the occasion. Examples of such events are: Holiday Banquets and Cultural Dinners. Menus shall be planned in conjunction with the Offeror’s on-site manager, the Office of Residence Life, and other campus units as appropriate and shall take into consideration seasonal holidays and special College functions.

#### (E) Describe the menu, theme, decorations, serving style, and general atmosphere of two (2) special/seasonal meal offerings.

#### Premium meals shall include a variety of upgraded beef, pork, chicken and fish entrees. Portion size shall be larger than the standard portions. Premium entrees shall be limited to a single serving per person. An alternative whole meat entree shall be available for customers who desire a second entree serving when premium meals are served.

Premium meal menus shall include appropriate salads, vegetables and starches, and desserts to accompany the upgraded entree. Premium meals shall be adequately promoted to encourage student participation. Premium meals are encouraged to have an atmosphere reflective of the upgraded meal.

#### (E) Describe the menu, theme, decorations, serving style, and general atmosphere of two (2) premium meal offerings. Describe how the premium meals will be substantially different than a standard meal (ex: portion size, food quality, etc.). If there is a price difference for a premium event outside of the meal plan price, please list the price difference.

### Exam Treats/ Breakfast

Each semester, once at mid-term and once during final examination week, the Offeror shall provide snacks/treats for students in the residence halls as a component of the meal plan that does not require a board meal or declining dollars use. The cost of this service shall be included in the price of the meal plan. Examples of treats are as follows: cookies, baked goods, seasonal fruits, ice cream, sandwich bars, assorted beverages (fresh juices, carbonated or fruit punch, etc.), and vegetable trays.

Also included in the cost of the meal plan, a midnight breakfast shall be offered during one day of finals week each semester. Examples served at midnight breakfast are as follows: eggs, sausage, hash browns, French toast, beverages.

### Special Diets

As part of its service, Offeror shall supply any necessary special diets for students when prescribed and approved in writing by a medical doctor and supported by the College’s Accessibility Services. In instances when the Offeror is unable to accommodate a student’s dietary needs, the Offeror shall not bill the College for these students. Offeror needs to address how allergens that may be present in food will be communicated to dining guests.

### Take-Out Meals

A take-out breakfast, lunch, and dinner program shall be made available to all students on the board plan. All requests for a take-out meal must be submitted 24 hours in advance. Take-out meals shall only be provided when boarders are required to miss a scheduled meal for an official College function, class or work conflict. A take-out meal should be nutritionally balanced and offer a portion in comparison to a regular service meal. Offeror will be expected to coordinate with the Office of Residence Life to assess the need for routine take-out meals for boarders who have regular conflicts with standard meal times.

### Picnics

Picnics shall be provided at no extra charge, in lieu of a regular meal, to groups of students holding meal plan contracts (e.g., residence s). A written request approved by the Director of Residence Life or designee and a list of names and identification numbers of the customers planning to attend the event must be submitted to the on-site manager 72 hours in advance. The Offeror shall be responsible for providing food of the same quantity and quality as would be provided in the dining hall. The Offeror shall be responsible for advising the consumers as to the safety and sanitation precautions which should be followed in preparation and service of the food.

### Student Personnel Meals

When student personnel of the Office of Residence Life are on duty just prior to the beginning of Fall Semester, meals shall be negotiated between the College and the Offeror.

### Customer Input, Feedback, & Action Plan

#### (ME) Describe the plan to solicit input and feedback from Residence Hall students. Include in the plan the method(s) in which feedback is sought and the frequency. Detail who will have access to each method of feedback, how the feedback will be utilized, and the action plan and timing of responding to the feedback.

## Catering Specifications/Terms

### General Catering

The Offeror shall provide a catering program for College-approved functions such as receptions, banquets, private parties, refreshment service, carryout service, and other special events. The catering program should reflect the diverse needs of students, faculty, staff and administrators in its service menu and styles. It is important that catered functions for these groups be of the highest professional standards for quality service (adequately staffed, attire, courtesy, promptness, food presentation, timeliness of delivery and removal, and provision of necessary items).

The Offeror shall provide four (4) levels of service for catering:

* + 1. Table linen, china, and table center pieces
		2. Table linen and china
		3. Table linen and disposable napkins cups, plates and flatware
		4. Pick-up/take-out

### The Offeror shall honor the specific commitments of menus, prices, and other arrangements made by the incumbent Contractor, and known by the College, for catering service prior to beginning a new Agreement.

### The Offeror shall meet at least once per semester with a designated College representative to evaluate the catering program and, as necessary, make revisions to improve overall service. Review will include any focus groups, customer surveys, goal attainment, and/or event evaluation data. A summary of the review will be made available to gauge future progress.

### Catering will be billed by the Offeror and collection for such events is the sole responsibility of the Offeror. The College will assist with the collection of delinquent accounts on campus when requested and when provided written details of the delinquent charges. All billing and collection procedures shall be approved by the College prior to the start of the contract.

### The Offeror will hold an annual Catering Open House once per year to promote catering services and to inform customers of new menu items and other changes. The Offeror is encouraged to invite partner vendors and distributors to showcase new projects and services. The date of the open house will be determined by mutual consent between the College and the Contractor. At a minimum, all on-campus clients who have ordered more than $500 worth of catering in the previous year will be invited. Samples will be provided of new catered items, custom menus, etc. in an effort to familiarize the campus community with catering options and offerings. The cost of promoting and producing this event will be the responsibility of the Offeror.

### The College shall control/schedule the space commitment for authorized College catered events. The Offeror shall coordinate the menu and details of food service requirements.

### The Offeror shall provide a sufficient number of qualified and trained staff to service the events successfully and timely, take and process catering orders, respond to inquiries, and handle all aspects of a quality catering program.

### The Offeror shall identify one of its staff members, who has training for this type of service, as a catering manager to oversee all aspects of catered events. This person’s other duties should not conflict with these responsibilities. The Offeror shall provide back-up plans when the catering manager is not available.

### To preserve campus relations with the community outside the College, the Offeror is discouraged from soliciting non-College related catering off-campus. However, the Offeror is encouraged to accept all such business which is requested by outside groups. The College reserves the right to approve all such business.

### All catering equipment and supplies must be removed from the catered service site within two (2) working hours after the end of the event or before the start of the next event in that location, whichever is sooner. In no case will perishable food and other catering items be left in a room overnight.

### The College will not allow the Offeror to require a gratuity. An optional gratuity may be requested.

### The College will not allow delivery or setup fees for catering at any location on the main campus located at 500 8th Avenue in Lewiston including the President’s residence UNLESS the order is under $100. Catering events in the SUB/CSL or Williams Conference Center will not incur a delivery or setup fee regardless of order amount. Off campus locations such Center for Arts & History, the Schweitzer Career & Technical Education building, and Workforce Training are not considered a component of the main campus and can incur a delivery fee.

### Exclusive Rights and Exceptions

The Offeror will have exclusive rights to cater events on the LCSC campus with exceptions being the P1FCU Activity Center and Center for Arts & History. Exceptions to this exclusivity are:

1. Food/snacks/beverages for regular meetings of Associated Students of Lewis-Clark State College (ASLCSC) and recognized student organizations where the public is not invited. The Offeror is encouraged to offer a low-cost service that may meet this need and keep this business (and good will) on campus. The exclusion only applies to catering valued under $100 as priced by the current catering menu.
2. Birthday cakes/goodies/snacks provided by College faculty or staff members for other faculty or staff members in their office area.
3. Refreshments and food sold at annual events, i.e., Art under the Elms, Dogwood Festival, ASLCSC Christmas Craft Fair, NAIA World Series, held on campus. Groups will comply with Health Department regulations as well as Fire Code.
4. Special order cakes (wedding, anniversary, birthday, etc.) for receptions where the Offeror is providing other services (punch, etc.). If the Offeror is proposing a significant baking option, this exception may be waived upon proven ability to produce a quality product.
5. Brown bag lunches brought into meetings by individuals, not a sponsoring group.
6. Refreshments and cookies-and-punch type snacks for programs in, and sponsored by, the residence halls. The exclusion only applies to catering valued under $100 as priced by the current catering menu.
7. Instructional program events in which food is prepared and served by program students as a requirement for an instructional course. The instructional course will not compete for campus catering business and may not sell food, whether prepared or not prepared, or provide catering services to the campus community. Exceptions to this policy must be approved by the Vice President for Student Affairs in coordination with the Offeror.

Additionally, the Offeror must work with the College to produce some events in a nontraditional manner. These events support the mission of the College, and are generally traditional in nature. An example is the multicultural student dinner (prepared on-site in the central production kitchen with supervision and assistance of the Offeror's staff).

### Catering Menu & Service Options

#### 9.3.14.1 (ME) Provide a standard catering menu and list prices. Describe the cyclical menu for catering such as the frequency in the introduction of new items.

#### (ME) Provide pricing for each of the four levels of catering service as noted in 9.3.1.

#### (ME) Identify allergy/diet friendly catering menu items as prepared or with adjustments to the recipe. Describe how Offeror will accommodate dietary and allergy needs for menu choices not listed on the standard catering menu.

#### (ME) Describe the quality of food used in the standard catering menu such as source of food, beef/poultry grades, and the use of fresh produce.

#### (ME) Describe the standard portion size of proteins on the standard catering menu to allow for adequate price comparisons. Ex: quarter pound hamburger, two slices of bacon, or a single chicken breast.

#### (ME) Provide an example of two (2) seasonal menu items for each season: fall, winter, spring, and summer and detail the cyclical menu and number of seasonal items offered per calendar year.

#### (E) The College has a wide array of groups and budgets that utilize the catering service. If not included in the standard catering menu, provide a low cost or “value menu” catering option and list prices. Ex: campus tours, sack lunch options, and other express items available for pickup.

#### (E) Provide a conference package pricing structure for groups requiring more than one meal per day. Differentiate the pricing structure for packages based on number of attendees and provide either a conference catering menu or identify which items on the standard catering menu are options for conference package pricing. Conference package pricing shall include options for breakfast, lunch, and dinner; breakfast, beverage/snack, lunch, and beverage/snack; breakfast, beverage/snack, lunch, beverage/snack, and dinner; and other traditional conference meal/snack combinations.

#### (E) Describe in detail or provide pictures of the standard presentation of food. Examples should include the plating of appetizers, entrees, and desserts for a range of menu items from value to higher priced items.

#### (E) Describe in detail or provide pictures of the standard presentation of food tables such as linens, height of displays, etc.

#### (E) Describe in detail or provide pictures of the available options of banquet table linens and center pieces. List the price for each option.

#### (E) Describe whether Offeror can accommodate a customized menu item request, and if so, the process for this request and preparation.

####  (ME) Describe how Offeror will ensure adequate staffing, accurate scheduling, timely service, and other logistics associated with successful catering events.

### Customer Input, Feedback, & Action Plan

#### (ME) Describe the plan to solicit input and feedback from catering customers. Include in the plan the method(s) in which feedback is sought and the frequency. Detail who will have access to each method of feedback, how the feedback will be utilized, and the action plan and timing of responding to the feedback.

## Concessions Specifications and Terms

The Offeror shall receive rights to the food and drink concession sales made on the LCSC campus in the P1FCU Activity Center, which has a main concession located by the north entrance and a secondary location at the west entrance to the building. The main concession is the primary location used during events and the west entrance is open in addition to the main concession for certain high traffic events. The west entrance is considered a “student” entrance due to the proximity to the residence halls.

### Concession Right Exceptions

Exceptions to this right includes: NAIA World Series, Warrior Athletic Association externally sponsored promotions, Warrior Athletics externally sponsored promotions, and Warrior Zone (official fan club) and other game day promotions in which external entities provide food at no cost to the College.

### Sites/Locations

The Offeror shall provide adequate concessions services at all athletic and entertainment events unless otherwise requested by the College. In addition, the Offeror shall provide concession services to all other events and activities with an anticipated attendance of 100 patrons or more that supplement the normal athletic and entertainment events schedule, unless otherwise requested by the College.

### Menu and Ordering

Menu items for concessions shall include traditional event fare such as, but not limited to: hotdogs, nachos, hamburgers, French fries, popcorn, pretzels and cheese, candy selection, and beverages. Emphasis should be placed on innovative items which will create interest in the concessions operations and encourage a high level of patronage. Menu items should reflect variety and innovation in market trends. Signature items should be developed. Also, types of products should be varied with types of events, ex: a youth-oriented event may have different product offerings than a traditional sporting event.

9.4.3.1 (ME) Submit a plan to operate concessions, which includes but is not limited to: menus; prices/portions; any and all national, regional or local brands or branded concepts that your company will provide in the concessions environment; staffing levels; and promotion of specialty items or products unique to the concession industry. Describe which concession stands will be open depending upon the anticipated event attendance, the number of open cash registers per concessions stand, and any special offerings targeting students at the west entrance concession stand. Describe Offeror’s plan for determining which menu items will be offered at the concession stand and for assessing the efficacy of those choices.

9.4.3.2 (E) Describe ordering/point of sale and delivery options such as in person, online website, text to order, or an app and the staff, equipment, and software necessary to facilitate these options. If new equipment or software is necessary, list the cost and the expectations for the Offeror’s portion of this cost.

9.4.3.3 (E) Describe the preparation plan for each menu item that is not grab and go. Ex: time of preparation in relation to the start of an event, anticipating peak times and preparation plan adjustments, and how this preparation plan will assure optimal food and service delivery times.

### Service Organization Staffing

The Offeror is encouraged to use service organizations from the campus and community to supplement its permanent staffing for the concession’s operations. Preference should be given to student groups over community groups.

#### The Offeror shall continually initiate methods to promote public relations among service organizations by allowing student organizations or local groups to work concession areas.

#### The Contractor shall provide adequate training and supervision for service organizations to assure that food is handled in a safe and sanitary manner, that all monies are accounted for and that customers receive fast and friendly service.

#### (E) Provide a plan to solicit, select, train and supervise volunteer organizations to staff the concessions stands for various events. Include a sample of the job description or handbook that will be used to set standards for the volunteer groups.

#### (E) Describe the commission or payment plan for volunteer service groups.

### Equipment

The Offeror shall provide all equipment and accessories necessary to operate the concessions stands, including but not limited to, nacho cheese warmer, hot chocolate and coffee machines, POS electronic transaction systems, delivering reports, etc., and necessary to adequately perform/conform to accepted concession services standards throughout the term of the contract. Offeror shall clean and maintain any and all College equipment used to supplement concession services.

The College shall provide the grill, fryer, freezer, popcorn machine, ice machine, and hot dog cooker.

### Control System

A concessions control system is required to be provided by the Offeror and a device to accept major credit cards.

#### (ME) A cash register/ electronic system for controlling product and monitoring sales at concessions stands is required. Include the number of units that will be provided, the product description and value of this system. The cash register or secondary system must be capable of taking all major credit and debit cards in a timely manner to accommodate high traffic and reduce wait times. The College will provide a connectivity for accepting the campus student ID card for debit transactions.

#### (M) Describe Offeror’s system to account for the product distributed to each service location and for balancing the cash against the product at the end of each event.

## Coffee Shops

The College has two coffee shop locations (Jitterz & Doks) and a self-service station (Serenade). Jitterz is a coffee shop located on the lower level of the SUB/CSL next to the Marketplace. Current offerings include coffee and espresso drinks as a “Proudly Serves Starbucks” location. A selection of grab and go items and baked goods are also available. Jitterz is currently subcontracted out through the current food service contractor.

Doks is an espresso stand in a self-contained small, somewhat portable building located outside of the SUB/CSL. Historically, the food service contractor had offerings at this facility including coffee and espresso drinks and assorted baked goods. Doks was named by the current food service contractor but was taken offline due to staffing challenges and its proximity to Jitterz. The building is still available for use by the current or a future food service contractor. Proposals should include options for year-round or seasonal use of the facility.

The Schweitzer Career and Technical Education Center has a Starbucks Serenade self-service machine that offers coffee, tea, and hot chocolate. The Serenade is currently maintained by and was purchased in 2018 by the current food service contractor.

The Offeror is encouraged to propose changes or reconfiguration of the coffee shops’ product mix, equipment, and service style to meet the program that they feel is best supported by their market analysis. Additionally, the number of coffee shops and service locations should be considered in this proposal.

Additionally, the College is interested in food service options being available for extended and continuous hours to assist in our efforts to increase campus engagement. Also, there is a desire for coffee and grab and go items to be available during the holiday breaks and summer sessions that are scheduled work times for employees. As such, Offeror should consider this information when responding to the menu and hours of operation for coffee shops.

### Concepts & Menu

#### (ME) Describe in detail what concepts Offeror proposes for Jitterz and/or Doks and why these are chosen. List any national, regional, or local branded concepts or trends. Consider differentiated options if proposing concepts for both Jitterz and Doks. If offeror declines to propose a concept for Doks, the College reserves the right to make it available to other vendors

#### (ME) Provide a menu with prices per item and list portion size.

#### (ME) Provide a list of grab-and-go items for sale and pickup at each location such as baked goods, fresh items, cold, hot, and microwaveable. Describe whether items are purchased or produced in house and the cyclical menu and timeframe for introducing new items. List the price for each item and the freshness date timeframe (ex: prepared on day one and offered until end of day two then removed from shelf).

### Seasonal Offerings

#### (ME) Provide an example of two (2) seasonal menu items for each season: fall, winter, spring, and summer and describe when seasonal offerings will be introduced throughout the calendar year and the number of new items introduced for each season.

### Hours of Operation

#### (ME) Submit proposed hours of operation for Jitterz and Doks and which menu items will be available during each service period. Include hours of operation during fall, winter, and spring breaks and working holidays (https://www.lcsc.edu/registrar/academic-instructional-calendars and https://www.google.com/url?client=internal-element-cse&cx=005940473117795338789:bg8klueq83a&q=https://www.lcsc.edu/media/8744/holiday-schedule.xlsx&sa=U&ved=2ahUKEwi3qJrOj-j7AhXjM0QIHRudCQQQFnoECAYQAQ&usg=AOvVaw04p3YAnAaieHIBTJwaTtuK).

#### Describe the rationale for the proposed hours of operation and what data will be collected to assist in future hours of operation proposals.

Current hours of service are as follows:

* Jitterz
	+ Monday through Thursday 7:00 a.m. – 3:30 p.m.
	+ Friday 7:00 a.m. – 1:30 p.m.
	+ Saturday – Sunday Closed
* Doks (currently not in use)

###  Ordering

#### (ME) Detail the timing of the preparation of food at each location and the number of staff required to meet anticipated timing (ex: 3-minute wait time for coffee items during peak hours).

#### (E) Describe ordering/point of sale and delivery options such as in person, online website, or an app and the staff, equipment, and software necessary to facilitate these options. If new equipment or software is necessary, list the cost and the expectations for the Offeror’s portion of this cost.

### Customer Input, Feedback, & Action Plan

#### (ME) Describe the plan to solicit input and feedback from coffee shop patrons (service levels, menu, hours of operation, etc.). Include in the plan the method(s) in which feedback is sought and the frequency. Detail who will have access to each method of feedback, how the feedback will be utilized, and the action plan and timing of responding to the feedback.

## Student & Employee Engagement

The College is working toward strengthening engagement within the student population and making the SUB/CSL, which houses the Marketplace, a more vibrant and active facility.

### (E) Describe a plan to offer special events in relation to food service and/or in relation to the College. Describe how these special events will assist in the College’s engagement initiative and which population(s) are targeted for each event (students, employees, community members, etc.). Special events are defined as **singular events.** If there is a cost to the College associated with the special event, please list the cost.

### (E) Describe a plan to offer special programs in relation to food service and/or in relation to the College. Describe how these special programs will assist in the College’s engagement initiative and which population(s) are targeted for each program (students, employees, community members, etc.). **Special programs are defined as a set of structured activities.** If there is a cost to the College associated with the special program, please list the cost.

### (E) Describe how Offeror has partnered with educational divisions/departments and/or offered programs in partnership at other institutions. Detail which partnership opportunities may be options at LCSC.

### (E) Describe how Offeror will engage College administration with food services. Ex: invite to serve food on special occasions, solicit input/involvement for campus events, partner on special projects, etc.

### (E) Describe a plan to engage the food service staff within the campus community outside of food service activities and events.

### (E) Describe how Offeror will arrange staffing and otherwise support extra-curricular student programming such as talent nights, performances, etc.

### (E) Describe how Offeror believes food services can be leveraged to support the college’s enrollment goals.

### (E) Detail Offeror’s experience in supporting campus visitations and tours and how you will support these activities at the College.

## Marketing

From a business perspective, marketing denotes the blending of both the creative and the financial sides of an operation to ensure consumer demand. As a partner with the College, the Offeror is expected to implement advertising and promotional programs that enhance the visibility and image of the College Dining Service. Therefore, to promote a successful service/sales environment, the Offeror shall annually develop and submit to the College for review a comprehensive marketing plan designed to maximize this financial opportunity and service for the students, the College, and Offeror.

Additionally, the Offeror shall provide monthly strategic analysis of data information relative to the “Plan” and make necessary adjustments accordingly. The College will reasonably cooperate with the Offeror in promotion and merchandising its services and products to attract more customers and to more fully utilize the dining services.

### Meal Plan Advertising

As part of its marketing plan, the Offeror shall, at least annually, provide information for marketing meal plans to existing and prospective students. The Offeror will make this information available to the offices of Residence Life, Admissions, and International Programs no later than 30 days after meal plan rates are approved.

### Printing and Distribution Costs

The Offeror shall be responsible for all costs associated with advertising and promotional efforts through printed or other media methods. At a minimum, the Offeror shall disseminate information to students, faculty and staff regarding catering menus, meal plans, and Marketplace monthly, weekly and daily menu calendars in print or digital formats.

### Campus Mail Service

Dining service promotional materials may be included in College promotional mailings so long as this inclusion does not materially affect the mailing costs. Other materials, produced, printed, and mailed at the Offeror’s cost, must first be approved in writing by the College.

### Promotions/Coupons

As a part of its marketing strategy, the Offeror shall annually budget for and provide buyer/consumer incentives that help drive purchases and/or introduce new products in all concession, catering, and retail formats. Plans should include, but not be limited to, value added packaging, group sales (student org. etc.), special event program packaging, frequency incentives, etc.

### Marketing and Merchandising

The Offeror shall continually initiate ideas for varied methods of service, merchandising, public relations, promotion and menu presentation in all retail operations to increase usage, improve service and products, and maximize potential revenues. Such endeavors shall be implemented in a manner typical of successful comparable commercial operations. Changes to the College’s signage and fixtures requires prior written approval.

### Marketing Plans

#### (ME) Submit a comprehensive on campus marketing plan for retail/food service in the Marketplace. Include sample brochures/marketing pieces and/or links to digital examples.

#### (ME) Submit a comprehensive on campus marketing plan for meal plans to residence halls students and non-residence hall students such as commuter students and staff. Include sample brochures/marketing pieces and/or links to digital examples.

#### (ME) Submit a comprehensive on campus marketing plan for catering including conference catering. Include sample brochures/marketing pieces and/or links to digital examples.

#### (ME) Submit a comprehensive on campus marketing plan for concessions. Include sample brochures/marketing pieces and/or links to digital examples.

#### (ME) Submit a comprehensive on campus marketing plan for the coffee shop(s). Include sample brochures/marketing pieces and/or links to digital examples.

#### (ME) Submit a comprehensive on campus marketing plan for special/seasonal/premiere events. Include sample brochures/marketing pieces and/or links to digital examples.

#### (ME) Submit a plan to create nutritional and allergy awareness along with plans to prominently label/identify food offerings. Include sample brochures/marketing pieces and/or links to digital examples.

### Menu Advertising

The Offeror must advertise the current week plus one (1) additional week at all times for the Marketplace. This includes menu options for each service station during each service period and the associated nutritional and allergen information and price.

#### (ME) Describe how Offeror will advertise the menu for the Marketplace. Detail the method(s) of delivery (electronic, paper, display board, etc.).

### Customer Input, Feedback, & Action Plan

#### (ME) Describe the plan to solicit input and feedback from students, staff, guests, and residence hall students with regards to the overall food service operation. Include in the plan the method(s) in which feedback is sought and the frequency. Detail who will have access to each method of feedback, how the feedback will be utilized, and the action plan and timing of responding to the feedback.

## Career and Technical Education Center

The College operates the Schweitzer Career and Technical Education Center approximately 3.5 miles from the main campus. The estimated number of students attending programs is 75-100 and there will be approximately 21 staff located at this facility. The building includes a space set up for staging catered events. There are vending machines for cold food items and beverages also available.

### (ME) Describe how Offeror would assess the need and feasibility of food service offerings in this location. Provide a brief plan for how Offeror would address food service needs at this location and the criteria that would be used to determine the parameters of this plan. The plan must include how meals would be provided to students with meal plans who could not access food at the Marketplace during regular hours. Additionally describe how Offeror will manage catering events at this location.

## Sustainability

The Offeror is encouraged to assist in the College’s sustainability/recycling initiatives and to assist in strengthening these efforts.

#### (E) Describe Offeror’s sustainability initiatives and Offeror will assist the College in sustainable operations (food waste, uneaten food, recycling, composting, carbon footprint - printing, biodegradable containers, etc.) and education/awareness. Describe on-site investments Offeror would make to promote and implement sustainability.

## Financial Proposal

### Commissions and Guarantees

#### The College requires a minimum of 8% commission from net sales for the Marketplace, coffee shop(s), and catering or a minimum of $30,000 annually, whichever is greater.

#### The College requires a minimum of 25% commission from net sales for concessions.

### Propose minimum guarantee and commissions as a percentage of net sales less applicable sales tax for:

#### (ME) Retail Operations (The Marketplace and coffee shop(s))

#### (ME) Branded Concepts, if applicable (list separately if different percentages apply)

#### (ME) Catering

#### (ME) Concessions

### (M) Offerors are required to submit a schedule of financial terms and a supporting pro forma year one budget. Also provide any other financial data that could be used to evaluate your program and program alternatives.

### Total Other Proposed Investment and Financial Requirements

The College is interested in creative concepts and ideas to refresh the food service and dining areas, and in accommodating the food service proposal needs. The Offeror is encouraged to include other proposed investments and development as a part of this contract. Any proposals shall include the monetary value of this proposal (i.e., facilities investment, profit sharing, etc.)

As such, per the proposed food service concepts, menus, etc. at each location and general service and dining areas:

#### (E) List the furniture, fixtures, equipment, signage, or other improvements that Offeror plans to provide to enhance/change the environment of the College’s food service and dining area. Indicate the value of this proposal.

####  (E) Describe any other proposed investments, programs, or offerings such as orientation or campus luncheon sponsorships, beverages/snacks for campus tour groups, food vending machines, delivery robots, micro marketplaces, board meal equivalency for student emergencies or food insecurity, etc. Indicate the value of this proposal.

#### (M) The Offeror is required to provide the College administration with four (4) $250 per semester declining balance cards for a total of $500 per year per card or a total cost of $2,000 per year.

## Facility Remodel and Continuous Improvement of Facility

The College is interested in proposals for a dining and serving facility remodel and continuous improvement and prepared to be a partner in this future process.

### The College shall request the Offeror to provide an architectural concept/schematic, at the Offeror’s cost, for a remodel of these areas in a future exploratory process that will occur within one year of Contract award.

### (ME) Describe potential concepts and ideas for making the spaces (serving and dining areas) more inviting, exciting, engaging, etc.

### (E) Indicate any commitment by the Offeror to provide expertise and a monetary contribution towards this remodel and/or continuous improvement. Indicate the value of this proposal.

###  (ME)The Offeror shall provide an annual financial enhancement fund (and anticipated value) to reinvest in college food service capital equipment, furnishings and building components. The Offeror shall provide an annual maintenance fund for repairs of equipment or other operational items. The Offeror and College shall meet to review and discuss maintenance or enhancement projects with the College having final approval.

## Technology Requirements

The College requires that the Offeror include a Point-of-Sale system to include card readers for all retail food service and concession locations with the equipment that will be provided to the College. The Offeror’s Point of Sales system should be able to utilize the latest technology, including high-speed registers, credit cards, and campus card system delivered through touch screen operated registers. This system would allow the Offeror to view up-to-the-minute sales figures, past sales history, and create other reports. The College requires that the Offeror pays for the yearly externally-hosted software system and all license fees (“POS License Fee”) of this system based on the number of POS stations and licenses required for Food Service Operations. The Offeror is also responsible for providing all POS sales machines and registers.

Offerors are required to describe the technology proposed to be deployed at the College. The technology plan must describe programs that will be implemented in all areas, including Residence Dining, Retail, Catering, and other services.

9.12.1 (ME) Describe POS systems that will be deployed to manage dining service sales and inventory.

9.12.2. (ME) Describe any data integration needed to enable the POS system hosted by the Offeror to work appropriately. List how data will be securely transferred between systems and any APIs available for data exchange. Provide a data map and simple data dictionary listing all fields, their content, and restriction. (Preference will be given Offeror who can provide integration to Ellucian Colleague through Ellucian Ethos).

9.12.3 (E) Describe the online catering solution that will provide the College community the ability to order non-custom catering online. Describe major features, how the system will be deployed, and how the system will be updated and remain current. Please provide sample screenshots.

9.12.4. (E) Describe how Offeror will deploy a website and online nutritional information for the College community. Provide a site map that includes the pages that will be included, a schedule on how often the site will be updated, and other innovative features that will enhance the dining service experience.

9.12.5 (E) Describe how Offeror will embrace social media to connect and communicate with students, faculty, and staff. What apps will be used, how will they be managed/updated, and what requirements will be provided by the College to implement a successful social media program?

9.12.6. (E) Describe any other technologies that will be deployed at the College to enhance the dining services experience and efficiency.

# **GENERAL REQUIREMENTS**

These specifications apply to the contract board, retail, concessions, catering, summer program dining, casual Meals, and Branded Concepts Operations.

## Access to Premises

A new Offeror shall have access to the premises at reasonable times, as determined and coordinated by the College, prior to the termination or expiration of the present food service Agreement. A new Offeror shall not interrupt or disturb the operation of the present Contractor. The College shall provide the new Offeror’s on-site manager with a desk and telephone to use during the transition.

The new Offeror shall pay all costs associated with the transition.

## Equipment - Inventory, Procurement, And Repairs

### The College shall provide an initial inventory of expendable and non-expendable supplies and equipment (e.g., china, glassware, flatware, trays and kitchen utensils) necessary for the efficient operation of the dining service.

### Prior to the start of the Agreement, the College and the Offeror shall jointly inspect the inventory of such equipment and shall jointly determine the extent of required repair and/or replacement for which the College shall be responsible.

### Additional new items and/or increased inventory levels of expendable and certain non-expendable equipment shall be provided by the Offeror as required by changes in enrollment/occupancy and/or methods of preparation and service. These purchases shall be subject to the depreciation/amortization clause contained within this Agreement.

### The offeror shall supply point of sale (POS) system, including all cash registers and POS equipment, which must be operational at least two weeks prior to the Fall term. System and equipment must be compatible with the College’s student card system. The College is currently in the process of selecting a new student card system that is intended to be in place in June 2023.

### The College shall be responsible for providing the initial capital equipment, replacing said equipment that is worn beyond repair and/or obsolete, and purchasing additional capital equipment as required. Such equipment shall include furniture and fixtures required for the dining rooms.

### By mutual Agreement, the College will provide existing College-owned office furniture at no charge to the Offeror. The Offeror shall be responsible for maintenance of such furniture in good condition and repair. The Offeror may opt to provide its own office furniture.

### With respect to the equipment provided by the College, the College makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. However, the Offeror shall have the benefit of any warranty or guarantee given the College by the manufacturer or the seller of the equipment.

### After consultation with the Offeror regarding the disposition and use of excess capital, non-expendable, or expendable dining service equipment owned by the College, the College may declare as surplus and dispose of any such surplus property.

### On termination or expiration of the Agreement, the College shall conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Offeror shall surrender the facilities and non-expendable supplies and equipment to the College in as good condition as at the start of the Agreement, ordinary wear and tear and loss or damaged by fire, flood and other perils covered by extended coverage insurance excepted. The inventory must be equal to the original inventory plus any additional (not replacement) equipment provided during the life of the Contract.

### The Offeror, at its cost, shall provide any and all office equipment necessary for the management of the dining service operation. Offeror’s computer equipment shall be able to communicate with the College’s computer networks and shall interface with the College’s electronic mail systems (Microsoft Office 365).

### If there are food and beverage items, or Offeror’s personnel, which/who must be transported by motor vehicle, the Offeror shall be responsible for providing: 1) all vehicles necessary to the purpose; 2) adequate and qualified staff to operate the vehicle; 3) appropriate insurance to cover the activities; and 4) purchasing campus parking permit to park vehicle. The Offeror shall be liable for damages or injuries caused by negligent operation of the vehicle by the Offeror’s employees or agents.

### The Offeror shall be responsible for performing the proper use and care for the equipment and facilities it is assigned and or uses in the performance of its daily duties. The Offeror shall be responsible for performing first level (operator) preventative maintenance on equipment, fixtures, furnishings and building components. (e.g., sharpening knives and slicers, routine cleaning and sanitizing, emptying of drip trays, polishing of metal surfaces).

### The Offeror shall provide, at its own cost and expense, any other equipment not provided by the College, which the Offeror deems necessary to implement its concept. The installation of contractor-owned equipment shall require the prior written approval of the College.

### Vendor representatives of the Offeror, who normally provide checks and reports as part of their equipment or product service, shall be encouraged to make frequent inspections. The Offeror shall furnish a copy of all inspection reports to the College immediately upon receipt. The Offeror shall be responsible for implementation of corrective measures and shall within five (5) working days provide to the College a written report of these actions.

### The Offeror shall be responsible for timely notification to the College of required repairs of existing capital equipment, furnishings and building components in writing or by electronic mail. The cost of these repairs shall be paid by the College, except where it has been determined by the College that damages were due to Offeror negligence. In the event of Offeror negligence, the College shall, at its option, request the Offeror to pay for the necessary repairs or replacements without charging such costs against the account.

## Food and Other Supplies

### The Offeror shall be responsible for all costs for required food, paper, office, janitorial and chemical supplies for the operation of the dining facilities.

### If the dish washing facilities become inoperative and paper or other disposable service is required, the Offeror shall be responsible for providing and maintaining an inventory of paper service adequate to meet emergency needs. The Offeror shall pay all costs associated with providing this emergency service.

### On expiration or termination of the Agreement, inventories of food and expendable supplies of the Offeror shall remain those of the Offeror. Final payment to be made to the Offeror by the College (transfer of funds from the fee/meal plan account), if any, shall be withheld until all transactions or arrangements for the inventory removal have been completed to the satisfaction of the College.

## Utilities

### The College shall be responsible for providing electricity, gas, steam, water, sewer service, and air-conditioning for the food service operation areas.

### The College does not guarantee an uninterrupted supply of water, steam, electricity, telephone service, gas, heat or air conditioning. However, the College shall take reasonable efforts to effectuate restorations of the service following an interruption. The College shall not be liable for any product loss, which may result from the interruption or failure of any such utility services.

### The Offeror shall assume responsibility for maximum utility/energy conservation. The Offeror shall adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment, dish machines, tray accumulators, garbage disposals, and other energy consuming items when the dining service facilities are not in use or when business volume dictates a reduction in the use of utilities.

### The Offeror shall be responsible for the costs of installation of additional telephone equipment, repair and line maintenance, and local and long-distance service charges. The College operates its own telephone system. At least the onsite manager and unit managers (catering, head chef, etc.) must have a telephone extension and the telephone equipment is provided by the College.

## Sanitation and Safety

### The Offeror shall provide daily housekeeping, cleaning (counters, floors, etc.), routine preventive maintenance, and sanitation service which includes necessary commercial equipment and supplies for all assigned food service areas. These facilities shall include, but are not limited to, production and serving areas, snack bars, coffee shops, concession and catering areas, delis, bakeries, brick oven, refrigerators, freezers, employee restrooms/lockers, food service employee offices, and receiving and storage areas used by the Offeror. All areas should be kept in a clean, orderly, and presentable state throughout the day, with food service staff cleaning as needed. The College reserves the right to inspect facilities for cleanliness and sanitation, and to request immediate corrective action at the Offeror’s expense if standards are not being maintained.

### The Offeror is also responsible for the following during and after each service period in the SUB/CSL lower-level public seating areas (dining, Jitterz, window seating, etc.): bussing tables and public counters, picking up trash from floors, cleaning convenience microwave ovens provided for customers, cleaning and sanitizing table tops and chairs, cleaning of food and beverage spills, and for emptying trash cans.

### The College shall be responsible for end of day cleaning and care of the public seating areas in the SUB/CSL such as the end of day emptying of trash cans, vacuuming, and hard surface floor care.

### The Offeror must attend to all food or beverage spills in all areas associated with the food service immediately during food service hours.

### The Offeror shall have adequate personnel with sufficient training to ensure that all employees are trained in the highest standards of sanitation and safety, and supervised in a “clean as you go” policy that will result in a clean and orderly facility at all times. The facility will be completely cleaned and sanitized at the end of business each day. In no case will food or soiled counters/serving equipment/dishes be left for cleanup the following day.

### Twice annually, within 20 days after the last day of the spring semester and again during winter break, the Contractor shall complete deep cleaning of the food preparation and serving areas including but not limited to all equipment in the kitchen and serving area, counter tops, work surfaces, cabinets, and floors.

### When the dining service areas are closed for College breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for heavy duty cleaning prior to a shutdown of three (3) or more days.

### The Offeror shall develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide routine protective maintenance against unnecessary deterioration, and provide a clean, neat and sanitary appearance. Upon review and approval by the College, schedules shall be posted and implemented within 30 days of the beginning of the Agreement. Implementation shall include keeping record of daily cleaning completed and shall be made available upon request by the College.

### The Offeror shall be responsible for routine day-to-day cleaning of the hoods and filters.

### The College shall be responsible for periodic cleaning of hood ducts, plenums and related vents and fans and routine cleaning maintenance of the hoods and filters.

### The College shall be responsible for periodic stripping, sealing, waxing and buffing of all non-carpeted floors, excluding porcelain or clay tile; and periodic shampooing or extraction of carpeted areas and furniture.

### The College shall be responsible for periodic cleaning of draperies, blinds, ceilings and outside windows, air distribution devices, and light fixtures, including maintenance and replacement of light bulbs.

### The College shall furnish and maintain fire extinguisher equipment (both portable and hood) and supplies. Offeror shall notify the College immediately after any fire extinguisher use or discharge.

### The College shall be responsible for all costs and maintenance of insect and pest control in all assigned areas for production, service and storage. The Offeror and the College shall mutually agree on the frequency of such control work.

### The College will provide for the removal of trash and garbage from College-assigned collection locations. The Offeror shall cooperate with the College in minimizing disposal costs. Storage of refuse and recycling should be in appropriate containers and in unobtrusive areas of the facility, not in the production or dining areas. Disposal of grease is at the Offeror’s expense. Recycling of grease should be done in an appropriate container, and the immediate area should be kept clean and free of spills and debris.

### All trash and garbage shall be placed in the appropriate containers or compactors. Spills around trash accumulation/compaction areas shall be cleaned up when they occur by the person initiating the spill.

### Strainers and screens shall not be removed from drains except to clean them. Drain clogs caused by missing strainers and screens will be cleared and charged back to the Offeror for the time and materials. Bulk foods from cooking (especially items such as rice, grain, etc.) will be disposed of in the garbage, and not in garbage disposals or drains.

### The Offeror is responsible for ensuring the proper use of garbage disposals to avoid unnecessary repairs. If the College determines that improper use such as utensils, large items, or overloading the disposal results in damage, the Offeror is responsible for such repairs or replacement. The College is responsible for routine maintenance, repairs, and replacement.

### The Offeror is responsible for ensuring the proper use and maintenance of the dishwasher (cleaning of screens and the machine in general). If the College determines that improper use or lack of maintenance results in damage, the Offeror is responsible for such repairs or replacement. The College is responsible for routine maintenance, repairs, and replacement.

### The Offeror shall be responsible for providing an adequate inventory of table linens, table skirts, employee uniforms, aprons, jackets, towels, and other related dining service linens. The Offeror will be responsible for cleaning and maintaining an adequate inventory of these items. Employees shall be in uniform and wear visible nametag identification at all times while on duty. The College reserves the right to approve uniform selections. Management shall be appropriately dressed (but not necessarily in uniform) and wear nametag identification.

### The College requires the Offeror’s uniform to be cross branded with the College’s name and logo. Uniform logo design must be approved by the College’s Vice President for Student Affairs.

### The Offeror shall be responsible for providing food handler certificates as required by law and shall make such records available for review upon College request.

### The Offeror’s employees shall be neat and tidy in appearance and shall follow established hygiene practices and Health Code Regulations in the handling of food. The Offeror is responsible for insuring compliance with Health Code Regulations.

### The Offeror shall not allow employees with known illnesses which are transmitted through the air or via the food products, equipment or other media; open sores; or other symptoms to work. Any contagious disease such as hepatitis or COVID-19 must be reported immediately to the College.

### The Offeror is urged to recycle food, packaging, and other items to the extent that there are available markets and outlets for the products and it meets state and local sanitation and safety regulations. Note that Idaho Code Section 6-1302 protects food establishments from liability when donating perishable or nonperishable food.

### An aggressive program of accident prevention and safety education shall be adopted and implemented by the Offeror. Proper instructions on the use of equipment and food handling techniques shall be provided in the promotion of a safe and accident-free environment.

### The Offeror shall immediately report fires, unsafe conditions, thefts, and security hazards to the College and to the appropriate facility coordinators. The Offeror shall immediately fix and/or report any citations by local, state or federal agencies or those identified by the College’s staff for unsafe conditions to the College.

### The College reserves the right to regularly and periodically conduct an unannounced inspection with or without the Offeror. Consultant inspectors for all state and local authorities and from the College shall have complete cooperation from the Offeror. When state and local authorities arrive for inspection, the College shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by the Offeror to the College within 72 hours of receipt. Within five (5) working days, the Offeror shall provide the College with a written report of corrective action. In the event that corrective action is a joint responsibility, the Offeror shall notify the College of its responsibility in the matter and shall work with the College in the implementation of such action.

## Space Use

### The College retains the right, without interfering with normal food service, to use the dining areas for a variety of activities which may or may not be food service related.

### When the Offeror uses areas which are not assigned to it pursuant to this Agreement, or which are not primarily intended for dining service (e.g., meeting rooms and lounges) for such purposes (catered meals, receptions, etc.), the Offeror shall perform the appropriate preparation of and cleanup for that area. Facilities shall be restored to conditions satisfactory to the College before the next scheduled use of the area or close of business that day, whichever is sooner. This includes maintenance and sanitation of the area, furniture rearrangement, equipment and trash removal.

## Security

### The College shall provide general security to the campus locations occupied by the Offeror. It is agreed that the campus locations assigned to the Offeror are for use solely to fulfill the Offeror’s duties, and that the Offeror shall at all times keep College facilities secured. In the event the Offeror is required to share premises e.g., the SUB/CSL, the Offeror is responsible for maintaining the College’s standard of security during those times the College’s portion of the facility is closed. The Offeror shall be responsible for any loss or damage resulting from Offeror’s failure to provide adequate security under these circumstances. Access to College facilities beyond normal facility hours must be approved in advance in writing by the appropriate facility coordinators. The Contractor must notify and gain approval from the SUB/CSL Director if an event is requested outside of this facility’s normal business hours.

### The Offeror shall be responsible for accounting for the location of any keys or locking devices provided to the Offeror at the onset of the contract. The Offeror shall be responsible for the cost of replacement for lost keys. The Offeror will notify the College immediately if keys are lost, stolen or misplaced. If the College determines that keys lost by the Offeror or its employees could compromise campus security, the Offeror shall be responsible for paying all costs associated with re-keying designated locations. Prior to the commencement of the Agreement, or at any time during the Agreement term, the Offeror may request the College to re-key the facilities with the Offeror paying any costs of such re-keying.

### The Offeror shall be responsible for immediately reporting to the College any break-ins or unauthorized entries into the food service areas and all property losses associated therewith. The Offeror shall be responsible for reporting to the College all accidents involving its staff or customers and all disputes or behavioral incidents involving staff or patrons which occur in or around the College. The Offeror shall be responsible for reporting to the College any and all suspected internal theft or embezzlement. The Offeror is responsible for such losses.

## Nutrition

### To accommodate the food service customers’ preferences, the Offeror’s on-site management should have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar, or corporate headquarters should provide recipes for such alterations. However, all condiments shall be available for students who prefer hot and spicy, sweet, salt or other flavor enhancers.

## Purchasing Standards

### Food purchased by the Offeror for use at the College shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications as follows:

### Beef and Veal - USDA Choice, except for meat used in extended dishes which may be USDA Standard

### Lamb - USDA Choice

### Poultry - USDA Grade A

### Seafood - USDA Grade A

### Eggs - USDA Grade A (Large or Medium); the use of a processed or liquid egg product must be approved by the College

### Dairy Products - USDA Grade A

### Frozen Foods - USDA Grade A Fancy

### Fresh Produce - USDA #1 Quality

### Canned Foods - USDA Grade “A” Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups.

### Cheeses such as Cheddar, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as a sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.

### Ground Beef - USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 25%.

### Veal and Pork steaks shall be solid meat portions - unbreaded and not pre-formed from chopped or ground meat.

### Frankfurters/Hot Dogs - maximum 8 per pound, all beef. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements.

### Processed lunch meats such as bologna and salami shall be a quality “all beef” or turkey product.

### Fruit juice shall be one hundred percent all juice without additives, enhancers or artificial flavorings.

### Juice drinks may be served in addition to the juice requirements but must be clearly labeled and the ingredients readily available to the consumer.

### All meat shall be cut to USDA I.M.P specifications. All meat cuts shall be in accordance with USDA I.M.P. specifications. The food specifications listed in this section are intended as minimum standards only, and the Contractor is encouraged to exceed these minimum standards wherever possible. All other food products not included in the above specifications shall be of comparable quality.

### Purchase of food, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administrations (FDA) and National Sanitation Foundation (NSF). In the absence of grade labeling, the Offeror shall provide the College upon request with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided.

### The Offeror shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing and inventorying of all foods and direct supplies. Offeror shall pay for all food and direct supplies related to food production service and management applicable to this Agreement.

### The College reserves the right to periodically inspect the Offeror’s inventory of food and supplies or review invoices to ensure that purchase standards are maintained.

### Specifications for replacement of inventory of equipment, china, flatware and glassware by the Offeror shall match existing inventory exactly, or shall require the College’s review and approval.

## Preparation Standards

Vegetable shortening rather than animal shortening must be used for food prepared on site. The Offeror is strongly encouraged to purchase food prepared with vegetable shortening. If this is not possible, then the food served must be clearly labeled as containing animal fat.

## Service Standards

### Hot foods and cold foods are to be served in compliance with health department standards and industry best practices.

### All food shall be garnished for attractive presentation whenever possible.

### All food appearing discolored, unappealing or not in a proper state of freshness shall not be served.

### All serving stations and bars are to be kept well stocked throughout the entire serving times. The last customer is to be offered the same range of choice as the first customer.

### Food items at the self-service stations and salad bars shall be readily identifiable with attractive and individual labels.

### Appropriate wrappings for foods shall be used as needed. Wrapping shall be both attractive and serviceable, and, if possible, recyclable.

### Display/Exhibition and serving areas shall be kept clean, sanitary, orderly and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors. Partially used and broken items shall be promptly removed from the serving area.

# **FINANCIAL**

## General Price Increases

### After the first year of the Agreement, requests for meal plan price adjustments for the ensuing year will be submitted to the College no later than February 1 for the meal plan program, concessions, retail, and catering operations. Lewis-Clark State College will not unreasonably withhold approval of annual price changes which are justified by presentation of the following supporting data:

#### Increases in the U.S.D.A. Regional (for the region in which Lewiston is located) Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast will be used to justify the increase in food cost.

#### U.S. Department of Labor Regional (for the region in which Lewiston is located). Statistics for labor cost increase in similar job categories will be used to justify the increase in labor costs. In addition, increases in tax rates affecting labor cost will be applied.

#### Changes in menu, points-of-service, additions or levels of service provided.

#### All retail/catering/concessions increases should also take into account pricing in local restaurants, movie theaters, or fast-food operations which provide comparable menu items.

## Increases for Specific Items or Products

### Prices for specific products shall be competitive with comparable menu items served by local commercial food operators, and by other caterers, and by other educational institutions.

### Price increases should be based on increases for similar portions/products in similar food operations in the Lewiston market areas (a price survey will be required).

### Price increases may be based on increases in the U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast.

### Price increases may be based on increases in the U.S. Department of Labor Regional Statistics for labor cost increases in similar job categories and actual increases given to employees.

### A mutually agreed upon list of local foodservice operations will be used when making local market comparisons.

## Temporary Price Increases

The College may approve a temporary price increase for a limited time period due to unexpected, significant increases in wholesale cost of a food item until such times as prices for a given item(s) stabilize (e.g., if a freeze in South America results in destruction of a major portion of the coffee crop). With its temporary price increase request, Offeror shall submit documentation as to the impact on the wholesale price of the food item. Temporary price increases are subject to 60-day review for renewal or revocation. The Offeror will supply copies of invoices from suppliers as part of the review process.

## Taxes

All concessions prices and meal plan rates shall include applicable sales tax; all other taxes shall be added on. Contractor shall be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations except for meal plan payments (College collects and remits). Contractor shall hold harmless and indemnify the College from and against all claims or demands arising out of Contractor’s failure or refusal to collect and remit taxes applicable to its activities hereunder.

## Methods of Customer Payment

The Contractor shall establish a system that will allow the customer to pay by check, debit, and credit card for the amount of purchase. The Contractor will be responsible for all costs related to bankcard equipment and transactions including additional telephone lines.

## Billing and Payments

### Meal Plans

#### The College shall be responsible for collecting institutionally determined student food service fees. Uncollected debts shall not diminish payments owed to the Offeror by the College. The Offeror shall be responsible for cooperating with the College to assure collection of fees by placing a hold on those contracts for which the debt has not been collected. The College shall be responsible for providing the Offeror with timely and accurate information about such matters.

#### By January 1 of each year, the College shall provide the Offeror with a calendar of the number of days/meals the Offeror is to provide by academic term in the ensuing year. The College shall update the campus card system regularly for active meal plan participants. The Offeror shall bill the College for the number of persons on meal plan contracts for the full serving days that week. The Offeror will not hold the College responsible for the serving of students after having been notified of students dropped from the meal plan list.

#### Contract board meal charges shall be billed on a per day rate, per type of meal plan.

#### The Offeror shall, within five (5) days following the close of each week, submit an invoice to the College for the contract board charges for the week. The College shall pay the weekly board charge invoice within fifteen (15) days of receipt unless a billing discrepancy is noted. Remittance for disputed invoices shall be made within five (5) days of resolution of the discrepancy.

### Other

#### The Offeror shall bill for special events, catering, or conferences.

#### All sales billed to College entities (except board meals) shall have payments due within thirty (30) days after the invoice date.

### Commissions

#### The Offeror shall pay the College, on a monthly basis, a fixed percentage of net sales (gross less sales tax) from all retail, catering, conference, and concessions operations on a commission basis. Sales from each type of retail operation shall be reported both separately and in combined form for each accounting period.

#### Commissions shall be paid to the College in the period they are earned and charged, and not on the collection date. The Offeror shall not be reimbursed for commissions paid on uncollected accounts.

#### One year from the effective date of this contract and each full year thereafter during the life of the Agreement, the Offeror shall pay the College that portion of commissions due, if any, to equal a guaranteed annual commission required in this Agreement. Payment shall be made by the 20th day of the following accounting period and recorded as commissions paid in the year a guarantee was due. On expiration or termination of the Agreement, partial year guarantee minimum commissions due, if any, shall be calculated as the portion of the total number of periods compared to the annual guaranteed commissions for the number of periods for which service was provided.

#### Commissions due by Offeror(s) for each month’s sales shall be paid on or before the twentieth (20th) day of the following month. For areas under a minimum annual commission, the commission for June shall include the amount needed, if any, to reach the minimum annual commission amount. Commissions which have not been paid within ten (10) days from the due date shall accrue interest at the lesser of one and one-half percent (1½%) per month or the highest contractual interest rate allowed by the State of Idaho. Contractor(s) shall make all checks payable to Lewis-Clark State College and direct them to the Vice President for Finance and Administration.

## Auditing and Accounting

### The Offeror will operate on its own credit, with no advance payments from the College.

### All records must be retained by the Offeror, and accessible to the College for a minimum of five (5) previous years plus the current contract year as well as five (5) years after completion of this contract. The College, and/or their agents, reserve the right to audit any aspect of the food service cycle, as performed by the Offeror. The Offeror shall keep full, timely and accurate records in accordance with generally accepted accounting practices.

### The books, records, documents, and accounting procedures and practices of the Offeror relevant to this contract shall be subject to examination by the College and/or State of Idaho officials. If necessary, they will be made available at the Offeror’s College Office.

###  The Offeror shall:

#### Provide the College and/or its auditor’s reasonable facilities for the examination, copying and audit of the books and records.

#### Make such returns and reports as required.

#### Attend and answer under oath all lawful inquiries.

#### Produce and exhibit such books and records as may be desired to be inspected.

#### In all things cooperate with the College and/or its auditors in the performance of its duties.

### The College shall be informed on demand by the Offeror of the schedule of independent audits of the Offeror’s records and operations. The College shall receive a report of any findings which materially affect the College.

### The College is on a monthly business cycle with a fiscal year of July 1 through June 30. The Offeror shall supply financial data according to this cycle.

### The Offeror shall furnish the College with all requested daily/weekly reports to verify all customer counts, meal counts, cash sales, card sales, and other pertinent information so requested.

### The Offeror shall provide the Vice President of Finance and Administration and the Vice President for Student Affairs with a complete set of monthly financial statements no later than the 20th day following the last day of each month.

#### The Statements shall show actual sales and operating expenses for the current period, previous period and year-to-date. If requested by the College, the Offeror shall note causes and appropriate documentation of abnormal revenue and expense deviations as part of these statements.

#### These reports shall additionally include, at a minimum, the following monthly breakdown of information:

##### Sales by service location (ex: Marketplace, individual coffee shops, concessions, meal plan declining dollars, and board meals)

##### Customer counts by location (Marketplace required, other locations dependent upon reporting capability)

##### Customer counts by meal period for the Marketplace

##### Number of meal plan participants (month end standing)

##### Average check (sales divided by customer count) for the Marketplace

##### Number of catered events

#### In addition to the above, the Offeror shall provide such special reports and analysis covering its operations under the contract as may be requested by the College.

#### Upon request of the College, the Offeror shall meet with the College and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected in the next period statement.

#### Cash shortages are the responsibility of the Offeror and shall not adversely impact commissions/rebates.

#### Offeror cannot waive commissions in any manner without prior permission from the College.

# **ATTACHMENT 1 – PRE-PROPOSAL CONFERENCE & ON-SITE VISIT REGISTRATION FORM**

RFP 23-002 Food Services

|  |  |
| --- | --- |
| **PRE-PROPOSAL CONFERENCE** | **February 13th 2023 8:30 AM Pacific Time** |
| **ON-SITE VISIT** | **February 23rd & 24th, 2023** |
| Lewis-Clark State College | RFP 23-002**Food Service** |

**Oral Information**: Questions concerning an RFP must be directed in writing to the RFP Lead in the time **period** prescribed in the RFP Administration Information section, page 1 of this RFP. Offerors are cautioned against relying on any verbal information and do so at the Offeror’s sole risk. The RFP may only be amended by written documentation posted to **LCSC’s Purchasing website.**

**Potential** Offerors choosing to participate in the virtual Pre-Proposal Conference and On-Site Visit **must pre-register** by submitting this completed form, via e-mail, to the RFP Lead at the **email address identified in the RFP Administration Information section, page 1 of this RFP**. After the RFP Lead receives your form, you will be provided with virtual conferencing and On-site visit details. Please indicate in the appropriate column if you will attend the virtual Pre-Proposal Conference and/or the On-Site Visit.

**PLEASE PRINT:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Company** | **Email Address** | **Phone Number** | **Pre-Proposal Conference** | **On-Site Visit** |
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# **ATTACHMENT 2 – OFFEROR QUESTIONS**

RFP 23-002 Food Services

**Instructions:**

DO NOT IDENTIFY OFFEROR’S NAME OR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN RESPONSES.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is in regards to a Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment 1”) in the “RFP Section” (column 2), and the attachment page number in the “RFP page” field (column 3).
3. Do not enter text in the “Response” field (column 5).
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line should reference RFP number followed by “Questions.”

RFP 23-002 Food Services

| **Question** | **RFP Section** | **RFP Page** | **Question** | **Response** |
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# **ATTACHMENT 3 – MODIFICATION AND EXCEPTION FORM**

RFP 23-002 Food Services

**Instructions:** Complete this form and submit with your RFP submittal if you are proposing modifications or taking exception to any of the requirements, terms, or conditions included in the RFP, including any documents incorporated by reference (such as the Standard Contract Terms and Conditions.) See RFP **Section 2.4** for a full explanation of the process surrounding vendor-proposed modifications and exceptions.

Offerors must specifically address any and all proposed modifications and exceptions. Blanket requests to negotiate requirements, terms, or conditions will not be considered. Offerors must provide an explanation as to why the requirement, term, or condition should be considered non-material. Offeror must also provide a reason for the proposed modification or alternative language, specifically addressing the issues itemized in RFP **Section 2.4.1.**

The determination of materiality will be made at LCSC’s sole discretion. Non-material modifications or exceptions may be negotiated with the apparent successful Offeror, at the discretion of LCSC, and as otherwise provided in RFP **Section 2.4.4**.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| RFP Section | RFP Requirement, Term, or Condition | Reason Requirement, Term, or Condition Should be Considered Non-Material | Proposed Modification, Alternative, or Exception | Reason for Proposed Modification, Alternative, or Exception |
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# **ATTACHMENT 4 – COVER FORM**

RFP 23-002 Food Services

**(M) Attachment 4, Cover Form must be completed, signed, and submitted with your Proposal.** Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

**Instructions:** The Proposal must include a signed copy of this cover form. Copy and paste this form onto your company letterhead, or include the following information: Offeror’s company name, mailing address, phone number, fax number, e-mail address, and name of Offeror’s authorized signer. The cover form must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

|  |  |
| --- | --- |
| **Requirement** | **Response** |
| Offeror’s corporate or other legal entity status | [ ]  Corporation [ ]  Limited Liability Corporation (LLC)[ ]  Limited Liability Partnership [ ] Sole Proprietorship [ ]  Other (specify) |
| Offeror’s Tax Identification Number | EIN: |
| Offeror’s DUNS Number | DUNS:  |
| Is Offeror a legal entity with the legal right to contract? | [ ]  Yes [ ]  No |
| Other than modifications/exceptions identified on Attachment 3, in compliance with Section 2.4 of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and attachments, including but not limited to those identified in Section 1.4 and the Special Terms and Conditions in Appendix? | [ ]  Yes [ ]  No |
| Is Offeror in compliance with applicable equal employment regulations? | [ ]  Yes [ ]  No |
| Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract? | [ ]  Yes [ ]  No |
| Does Offeror understand and agree that for breach or violation of the above term, LCSC has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.  | [ ]  Yes [ ]  No |
| Firm(s) and/or staff responsible for writing the Proposal | Names: |
| Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at <https://sam.gov>. | [ ]  Yes [ ]  No |
| Does the Offeror affirm that the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date? | [ ]  Yes [ ]  No |
| Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract? | [ ]  Yes [ ]  No |

Signed By:

Printed Name:

Date:

# **APPENDIX A – SPECIAL TERMS AND CONDITIONS**

RFP 23-002 Food Services

## Security

On or before the effective date of the Agreement, the Offeror shall furnish to the College, an AAA or equivalent rated performance bond in an amount equal to the full amount of the annual guarantee to secure the payment to the College of all monies that are due or that are to become due under this Agreement and to secure the proper performance by Offeror of all of its obligations hereunder.

In the event Offeror shall default in the performance of this Agreement or shall fail to pay all or any portion of the annual guarantee when the same shall become due and payable or if this Agreement shall terminate at a time other than at the end of an Agreement year, then in any of such events the College shall be entitled to execute the performance bond.

## Agreement Term

The Agreement shall have an initial term of three (3) years commencing on the first day of the month of July 2023. With the mutual agreement of Offeror and College, the Agreement may be extended for seven (7) successive terms of one (1) year each, unless either the College or Offeror receives written notice from the other not less than ninety (90) days prior to the expiration of the initial term or of the then current renewal term that the Agreement shall not be extended. An Agreement Year is a period of twelve months commencing on July 1 of one year and ending on June 30 in the immediately succeeding year. The maximum duration of this contract, including principal period and extensions, shall be ten (10) years.

## Subcontracting

The Offeror is solely responsible for the performance of any and all subcontractors in all areas, including but not limited to; compliance with health and safety codes and regulations, customer service and satisfaction, quality assurance, and financial reporting.

If the College perceives an opportunity or market for a cart-type of service not currently served by the Offeror, it may propose such services to the Offeror. The Offeror has the right of first refusal on such services. If the Offeror chooses not to offer their service, the College may directly contract with other vendors as needed. Such contracting will not in any way be a violation of this contract.

The Offeror will have sole responsibility for its subcontractor’s performance with respect to menu, pricing and all other conditions of the Contract.

## Use of College Name

In no instance shall the College’s name or any of its registered trademarks be used by the Offeror in connection with any advertising or promotions which are not directly related to the College without first obtaining the College’s specific written consent. The College may require that the College’s name and trademark shall be more prominently displayed than those of the Offeror on College dining service promotional materials.

## Agreement Termination

The College may terminate this contract(s) for neglect, as determined by the College, which shall consider such items as, but not limited to: insufficient insurance coverage, failure to provide required period statements or to pay period commission payments due on or before the 20th day following the period in which they were earned, failure to enforce required standards of sanitation, or quality of service is unsatisfactory to the College. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes or otherwise, any substantial change in ownership or proprietorship of the Contractor(s) which in the opinion of the College is not in its best interest, or failure to comply with the terms of the contract(s).

The College shall provide ten (10) calendar days written notice of contract neglect and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the College may terminate the contract by giving ninety (90) days’ notice in writing by registered or certified mail of its intention to cancel the contract(s).

Should the College breach any terms or provisions of the contract, the Offeror shall serve written notice on the College setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the Offeror may terminate the contract by giving ninety (90) day’s notice in writing, by registered or certified mail of its intention to cancel this contract.

## Insurance

The Offeror, at its own expense, shall procure, maintain and use a company or companies acceptable to the College who is licensed to do business in the State of Idaho with the State Insurance Commission for the insurance listed below for the period of the contract and furnish to the College a certificate of insurance showing that the provisions of this paragraph have been complied with. The policies shall contain a covenant by the company issuing the policies that the policies shall not be canceled by the issuing company unless a thirty (30) day written notice of the cancellation first be given to the Vice President for Finance and Administration of Lewis-Clark State College.

The policy or policies shall contain an endorsement naming Lewis-Clark State College and the State of Idaho as additionally insured thereunder. Policy must reflect that it is primary and not contributory with any insurance maintained by Lewis-Clark State College. Should the Offeror fail to pay said premiums when due, the College shall have the option of exercising its rights of termination, or of paying said premiums and deducting them from amounts due and owing to the Offeror on account of food services provided.

Certificate of insurance showing the following amounts of coverage required must be received by the Lewis-Clark State College prior to commencing work under the contract(s).

The Offeror shall obtain and keep in force during the term of the contract, for the protection of the College and the Offeror, the insurance listed below covering only the operations and activities of the Offeror under this contract.

Comprehensive General Liability including, but not limited to coverage for personal injury liability, property damage liability, blanket contractual liability and products liability shall be provided in the minimum sum of $2,000,000 per occurrence.

Automobile liability shall be provided in the minimum combined limits of $2,000,000 for injury to or death of any one person, for each occurrence and property damage for each occurrence.

Workman’s Compensation, Unemployment Insurance and any other insurance required by law shall be provided for the Offeror’s employees at statutory levels.

Commercial Crime Policy:

Form A – Employee dishonesty - $30,000

Form B – Forgery or alteration - $200,000

Form C – Theft, disappearance and destruction - $200,000

## Patents and Copyrights

The Offeror shall pay all costs, fees and royalties arising from or associated with Offeror’s use of copyrights, trademarks, patented materials, equipment devices or processes used in the operation of, or incorporated in, the dining service facilities. Offeror, at its cost, shall indemnify and hold harmless the College from all suits of law or actions of every nature for or on account of the use of any patented or copyrighted materials, equipment, devices or process.

## Indemnification

### The Offeror hereby covenants and agrees, at its sole cost and expense during the term of this Agreement, to indemnify and hold harmless the College and the College’s officers, agents and employees against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to or in connection with the use, occupation, possession, conduct or management of the designated food service areas and food service operations or any work done in or about the same, or transactions of the Offeror concerning the food services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to property. The Offeror also covenants and agrees, at its sole cost and expense, to hold harmless the College and the College’s officers, agents, and employees from and against all judgments, costs, counsel fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the College or against any of the College’s officers, agents or employees, by reason of any such claim, the Offeror upon notice from the College will resist and defend such action or proceeding by qualified counsel. However, the provisions of this Section shall not apply to any claims arising from the negligent or willful acts or omissions of the College, or its officers, agents or employees.

### The College shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by Offeror or any of Offeror’s agents, servants, or employees, even if the College furnishes such equipment to Offeror. The acceptance or use of any such equipment by Offeror shall be construed to mean that Offeror accepts full responsibility for, and agrees to indemnify the College against any and all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage or injury is to an employee, agent, or servant or the property of the Offeror, other Offerors, the College, or other persons.

### Any claims which Offeror may have against the College shall be filed with the State of Idaho, Bureau of Risk Management.

## Laws to be Observed

The Offeror shall observe, perform and comply with or require compliance with all federal, state and local laws, ordinances, rules and regulations and all amendments thereto which in any manner may affect the operation and maintenance of the dining service facilities and Offeror’s activities undertaken pursuant to this Agreement. The Offeror shall also comply with all state and local building, fire, health, food service, zoning laws, codes and/or regulations that affect or that are applicable to Offeror’s activities and operations hereunder.

## Rules and Regulations

The Offeror covenants and agrees to comply with the College policies and guidelines set out below. The College reserves the right to make and enforce such other reasonable policies and guidelines which the College deems are necessary or advisable in order to promote the safety, care, preservation, and cleanliness of the designated food service areas and for the protection and maintenance of College property in general. The Offeror shall pay the cost of remedying or repairing damage to designated food service areas or other College property due to non-compliance with the following policies and guidelines.

### No openings, awnings, sashes, doors, windows or glasses that admit or reflect light into the premises or any other part of the premises shall be covered or obstructed, except with venetian blinds, draperies or other window treatments which are approved by the College. No painting on windows.

### No alterations shall be made on the premises nor shall additional partitions or fixtures be installed in said premises without the prior written consent of the College.

### No nails or screws shall be driven, screwed or otherwise placed into the walls, floors or other parts of any room or area without the consent of the College; nor shall Offeror permit the premises to be defaced or damaged.

### No signs, advertisements or notices of any kind shall be painted, inscribed on or affixed to any part of the premises or any part of the buildings without the prior approval of the College. All signs shall be of a uniform nature in all food units.

### Offeror shall not permit unlawful practices of any kind on the premises.

### The Offeror shall not remove or permit the removal from the College campus any kitchen equipment, food service items or other property owned by the College or use College owned property and equipment assigned to the Offeror other than in the performance of the food service permitted by the Agreement.

### The Offeror will be issued keys to spaces directly under their control. Keys will be issued by Campus Security, and will be processed and inventoried by the College. When an employee leaves employment for any reason, all keys must be returned to the College. The College may also issue keys for College controlled areas to expedite the delivery of services to customers. The College may require that employees of the Offeror keep such keys on-site and not taken home.

### The Offeror is expected to work with individual facilities and make arrangements to comply with normal operating and access hours for the facility. Staff shall not be routinely scheduled to be in facilities after hours unless approved in writing by the College.

### Deliveries should be scheduled by mutual agreement with each primary facility to minimize parking and traffic congestion, and to allow optimal service to customers. Deliveries that occur at other than agreed times will be rejected by the College. In no event will the College act as the agent of the Offeror, and accept or approve a delivery on the Offeror’s behalf.

### Individual facilities have internal operating policies and procedures. The Offeror shall work with the facilities to comply with standard practices and procedures.

### Equipment that is not in use will be turned off or idled, especially dish machines, dish accumulators, garbage disposals, and ovens.

### The College and the Offeror shall jointly conduct an annual inventory of all small wares and china owned by the College, and maintained by the Offeror. At the completion of the inventory, the Contractor will have 30 days to correct any deficiencies.

## Permits and Licenses

The Offeror, at its cost, shall procure and keep current all permits and licenses, pay promptly all charges and fees, and give all notices necessary and incidental to the due and lawful operation of the dining services at the College.

## Costs of Enforcement and Litigation

In the event the College and/or College employees shall, without any fault on their part, be made a party to any litigation, other that condemnation or like proceedings, commenced by or against the Offeror arising out of the Offeror’s use or occupancy of the College premises or attributable to any structure or objects placed upon the premises or in the premises by the Offeror, then the Offeror shall hold harmless the College and shall pay all costs and reasonable attorney’s fees incurred by or imposed upon the College and/or College employees in connection with such litigation.

## Contractor Investment/Depreciation

Any investment in the facilities and equipment for this account, which are depreciated against the account, shall become the property of the College at the point that they are fully depreciated. All investment shall be depreciated over five years using a straight-line method of depreciation. Any un-depreciated value at the time of any future transition may be bought out by the College or its new Offeror.

## Trade Fixtures, Machinery and Equipment (National Branded Concepts)

The College agrees that those trade fixtures, machinery, equipment, furniture or other personal property which are owned or leased by Offeror shall not become the property of the College or a part of the realty no matter how affixed and may be removed at any time and from time to time during the entire term of the Agreement. Upon request of Contractor, the College shall execute and deliver any real estate consent or waiver forms submitted by any trade vendors, lessors, chattel mortgagees or holders or owners of Offeror’s trade fixtures, machinery, equipment, furniture or other personal property setting forth the fact that the College waives, in favor of such vendors, lessor’s chattel mortgages, owners or holder any interest therein. The College shall further acknowledge that property covered by such consent to waiver forms is the personal property of Offeror and is not to become a part of the realty no matter how affixed to it, and that such property may be removed by the vendors, lessors, chattel mortgagees, owners or holder at any time upon default by the Offeror in the terms of such chattel mortgage or other similar documents, free and clear of any claim or lien of the College. On removal of the Contractor’s property, the Premises shall be returned to the College in its original state.

The Offeror is solely responsible for all repairs, maintenance, sanitation, and/or adjustment of all trade fixtures, machinery, equipment, furniture or other personal property owned or provided by the Offeror or its agents.

## Liens

The Offeror shall not commit or suffer any act of neglect whereby the College Premises shall become subject to any attachment, lien charge or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the College and College from and against all attachment, liens, charges and encumbrances and all expenses relating therefrom.

## Surrender of Premises

### Inventory and Supplies: The Offeror shall remove all inventory and supplies owned by the Offeror at the expiration or sooner termination of the Agreement.

### Personal Property: The Offeror shall remove its personal property at the expiration or sooner termination of the Agreement. On removal of the personal property, the premises shall be returned to the College in its original state, wear and tear expected. The Offeror’s failure to remove its personal property within thirty (30) days after the termination or expiration of the Agreement shall be deemed to be an abandonment of its personal property. The College will make all necessary repairs to the Premises that may be required as a result of removal of Offeror’s trade fixtures, equipment, machinery, and other personal property, and upon demand Offeror shall reimburse the College the cost of making such repairs.

## Smoking Policy

The state of Idaho prohibits smoking in all state owned and/or operated facilities. Additionally, the College seeks to provide a healthy and safe environment. Smoking is prohibited in all College facilities and on College property except in designated areas. (Idaho Indoor Clean Air Act 39-55, Executive Order 92-02)

## Alcoholic Beverages

No alcoholic beverages shall be sold or served by Offeror in any College facility without prior written permission from the College. If the sale and/or service of alcoholic beverages is permitted in College-owned facilities or areas, the Offeror , at its cost, shall be responsible for obtaining any licenses or permits required for those activities unless the parties hereto in writing agree otherwise.

Lewis-Clark State College is committed to the development and maintenance of drug free environment, in accordance with the Drug-Free Workplace Act of 1988 34 CFR Part 85 and will not tolerate the unlawful possession and use of controlled substances (drug and alcohol) on its premises by its students, visitors, or agents.

## Parking

Offeror’s employees shall be required to purchase College parking permits in the same manner as College employees.

## Publicity

Upon receipt of a contract agreement with Lewis-Clark State College the Offeror(s) shall not in any way or in any form publicize in any manner the fact that it is providing services to the College without the written approval from the Vice President for Finance and Administration or designated representative, obtained in advance, for each item of publicity. However, nothing shall preclude Offeror(s) from listing Lewis-Clark State College on its routine client list for matters of reference.

## Disaster Plan/Emergency Facility Use

The Offeror(s) shall provide food service to persons on campus during an emergency in accordance with state, campus and facility disaster plans and emergency procedures. In extended emergency or disaster situations, the Offeror(s)shall be reimbursed for all costs except for costs of providing food service to regular boarders. The Offeror(s) shall not be reimbursed for any loss of revenue from an interruption of the food service operations or for use of facilities for these purposes. In some emergency instances, food service facilities may be used for purposes other than food service.

## Audits

The College reserves the right to conduct an annual independent audit of all the Offeror’s records relating to the College’s account. The College may select the auditor. The audit will be an expense of the College.

The Offeror will provide copies of all audits of the College’s account by any corporate auditors or auditors hired by the corporation. The corporation will provide copies of audits no later than 30 days after their receipt.

## Non-Discrimination

It is the policy of Lewis-Clark State College not to discriminate unlawfully against any individual on the basis of age, race, color, religion, sex, national origin, ancestry, disability, veteran status or political affiliation in matters of admission, employment, housing and services, or in the educational programs or other activities. During the performance of the contract, the Contractor agrees not to discriminate in accordance with the College policy. The Offeror shall report all such complaints to the LCSC Human Resources Director, immediately.

## ADA Compliance

The Offeror must comply with all provisions of the Americans with Disabilities Act with regard to Title I (employment) and all other Titles, which are applicable under the statute. The Offeror shall not discriminate against a qualified individual with a disability because of the disability of such an individual in regard to job application procedures, the hiring or discharge of employees, employee compensation, advancement, job training, and other terms, conditions, and privileges of employment. The provision covers the full range of employment decision.

And further the Offeror must reasonably accommodate a qualified employee with a disability who requests such accommodation and can otherwise perform the job which they hold or are being hired for.

## Notices

Any notices, reports, billings payments or other communication between the parties required by the agreement shall be directed to the parties as indicated in this section unless otherwise specified within the agreement. The College is represented by:

 Vice President for Finance and Administration

 Lewis-Clark State College

 500 8th Avenue

 Lewiston, Idaho 83501

The successful contractor’s name and address information following the words “The Offeror is represented by:” will be added to this section of the final contract.

# **APPENDIX B – INVENTORY**

RFP 23-002 Food Services

**Capital Equipment & Furniture Inventory (Valued over $2,000)**

|  |  |
| --- | --- |
| **Description/Size** | **Acquisition Date** |
| Blue Air Deli Prep Table | 11/29/2011 |
| Broiler | 6/30/1999 |
|  |  |
|  |  |
| Charbroiler Cooktop, Gas Vulcan VCR1 | 8/01/2018 |
| Convection Steamer | 12/14/2015 |
| Cooler Reach In | 6/30/1999 |
| Double Deck Gas Convection Oven | 6/10/2010 |
| Espresso Machine | 10/04/2000 |
| Espresso Machine | 2/01/2017 |
| Fryer Bank | 6/30/1999 |
| Fryer Bank | 6/30/1999 |
| Garbage Disposal | 8/27/2015 |
| Garland McO-Gs-10 Nat. Gas Convection | 8/02/2018 |
| Griddle | 6/30/1999 |
| Griddle | 6/25/1999 |
| Griddle for Kitchen | 6/11/2019 |
| Heated Pass | 6/30/1999 |
| Heated Pass | 6/30/1999 |
| Hood Above Display Station | 7/25/2016 |
| Ice Maker Machine | 11/18/2009 |
| Ice Maker Machine – Athletics Concessions |  |
| Mixer | 6/25/1999 |
| Popcorn Maker – Athletic Concessions | 10/14/2022 |
| Powermax 200 Booster Heater | 3/10/2015 |
| Range | 6/30/1999 |
| Sandwich Fridge | 9/24/2019 |
| Sandwich Prep Table | 2/22/2018 |
| Slicer | 6/30/1999 |
| Steamer Kettle | 6/25/1999 |
| Under counter Ice Maker | 6/19/2019 |
| Workstations (3) | 11/12/1999 |
| Beverage Display | 6/25/1999 |
| MEGA Top Sandwich/Salad Prep Refrig | 9/26/1999 |

# **APPENDIX C – PERFORMANCE METRICS**

RFP 23-002 Food Services

The Performance metrics listed are shown as examples with the intention to engage the Offeror with the College to identify and mutually agree upon performance measures, metrics, and desired results.

|  |  |  |
| --- | --- | --- |
| **Performance Measure** | **Metric** | **Desired Result** |
| Customer satisfaction | Yearly survey ratings | Benchmark met |
| Customer responsiveness | Response time and actions re: customer complaints | Benchmark met  |
| Commissions | Yearly Commissions Received by College | Year over year increase |
| Number of retail customers  | Count by food service location | Year over year increase |
| Number of catering customers | Count | Year over year increase |
| Concession sales | Gross sales | Year over year increase |
| Employee retention | Yearly employee turnover | Benchmark met |
| Rotation of retail menu cycle | Monthly menu cycle variety | Benchmark met |
| Rotation of catering menu cycle | Yearly menu cycle variety | Benchmark met |
| Student and employee engagement | Count of attendance at special events  | Year over year increase |