



**REQUEST FOR PROPOSAL
LINCOLN UNIVERSITY
PURCHASING DEPARTMENT**

**RFP NO. B23-1222
TITLE: CAMPUS DINING SERVICES
ISSUE DATE: June 18, 2023**

**REQ:
BUYER: DAMON C. NUNN
PHONE NO: (573) 681-5415
E-MAIL: nunnd@lincolnu.edu**

RETURN BID NO LATER THAN: July 27, 2023 AT 2:00 P.M. (CT)

MAILING INSTRUCTIONS: Print or type **RFP Number and Return Due Date** on the lower left-hand corner of the envelope or package.

**RETURN BID TO: LINCOLN UNIVERSITY
1002 CHESTNUT STREET
SHIPPING & RECEIVING BLDG
JEFFERSON CITY, MO 65101**

CONTRACT PERIOD: JANUARY 1, 2024 THROUGH DECEMBER 30, 2029, WITH THE OPTION TO RENEW THE CONTRACT FOR FIVE (5) ADDITIONAL ONE-YEAR PERIODS OR ANY PORTION THEREOF.

The bidder hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation Request for Proposal (Revised 9/18/95). The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from Lincoln University or when this RFP is countersigned by an authorized official of Lincoln University, a binding contract shall exist between the bidder and Lincoln University.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE
COMPANY NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (LINCOLN UNIVERSITY ONLY)

ACCEPTED BY LINCOLN UNIVERSITY AS FOLLOWS:		
CONTRACT NO.	CONTRACT PERIOD	
BUYER	DATE	DIRECTOR

BACKGROUND INFORMATION

The core mission of Lincoln University is to provide excellent educational opportunities for a diverse student population in the context of an open enrollment institution. The University provides student-centered learning in a nurturing environment, integrating teaching, research, and service. Lincoln University offers relevant, high quality undergraduate and select graduate programs that prepare students for careers and lifelong learning. These programs are grounded in the liberal arts and sciences and focused on public service professions that meet the academic and professional needs of its historical and statewide student clientele.

Lincoln University has an enrollment of 2,005 (This includes Spring 2009 undergraduates, graduates, and extension sites), and the majority of the Lincoln University population are Missouri residents (84%). Another 9% of students are from the nearby states of Arkansas, Illinois, Iowa, Kansas, Kentucky, Nebraska, Oklahoma, and Tennessee. Lincoln University serves a diverse population, including students from 29 countries around the globe. Lincoln University offers nine undergraduate degrees in more than 50 programs of study. Lincoln University is located in Jefferson City, Missouri, with an additional educational facility at Fort Leonard Wood, Missouri. Extension offices are also located in the Southeast Missouri bootheel, Kansas City, Missouri and St. Louis, Missouri.

**PART ONE
INTRODUCTION AND DEFINITIONS**

1. **Introduction:** This document constitutes a request for competitive, sealed bids from qualified individuals and organizations to provide Campus Dining Services for Lincoln University in accordance with the terms and conditions set forth herein.
2. **Organization:** This document referred to as a Request for Proposal (RFP), is divided into the following parts:
 - a. Part One: Introduction and Definitions:
 - b. Part Two: General Information
 - c. Part Three: Scope of Work
 - d. Part Four: General Contractual Requirements
 - e. Part Five: Bid Submission Information
 - f. Pricing Pages
 - g. Attachments
3. The University does not intend to hold a pre-proposal conference. Interested offerors are encouraged to submit questions and/or clarifications by email to Damon Nunn, Director of Purchasing at nunnd@lincolnu.edu. All inquiries must reach the Lincoln University Purchasing Department on or before July 6, 2023. Clarifications and/or answers to the questions will be compiled and sent to all participating offerors on or before July 14, 2023.
4. **Tour of Dining Facilities:** Potential offerors will be afforded the opportunity to participate in a **mandatory** tour to examine the University's campus food service facilities on Thursday, June 29, 2023 at 1:00 p.m. CST. Offerors will meet at Lincoln University, Young Hall, 820 Chestnut Street Room 300, Jefferson City, MO 65101. Potential offerors will need to RSVP with Damon C. Nunn, Director of Purchasing by email at nunnd@lincolnu.edu in order to participate in the tour.
5. **Definitions:** Wherever the following words and expressions appear in this RFP document or any amendments thereto, the definition or meaning described shall apply. Additional definitions are located in the Terms and Conditions. Offerors are strongly encouraged to review the attached Terms and Conditions.
 - a. "Catering" means on -or off-campus food service provided by the contractor in addition to regular food service operations.
 - b. "Contract Patron" means any student participating in the food service plan.
 - c. "Dining Areas" means those areas in the Scruggs University Center Dining Room where tables and chairs are placed for the purpose of eating.
 - d. "Kitchen" means those areas of the Scruggs University Center which contain equipment for preparation, storage, and preservation of foodstuffs and for the cleaning of utensils and dishes.

- e. "Serving Counters" means those installations and fixtures in Scruggs University Center and Dining Room which are used to display and dispense food by self-service (cafeteria) method.
- f. "Subject to the approval of Lincoln University" means that the university, through its representatives, has the final authority to make decisions on questions which arise during the performance of any contract resulting from this RFP.
- g. "University" means Lincoln University located at 820 Chestnut St., Jefferson City MO 65102-0029.
- h. "Amendment" means a written, official modification to the RFP or resultant contract.
- 1. "Contractor" means the person or organization who is the successful offeror as a result of this Request for Proposal.
- J. "Must" indicates that a requirement is mandatory. Any proposal which takes exception to or fails to agree to comply with such a requirement will be deemed non-responsive and will not be considered for contract award.
- k. "Offeror" means any party submitting a proposal in response to this Request for Proposal.
- 1. "Shall" have the same meaning as "must".
- m. "Should" means that a certain feature, component, and/or action is desirable, but not mandatory.

**PART TWO
GENERAL INFORMATION**

1. The offeror is advised that the information provided in this section is for informational purposes only and is in no way a guarantee of any level or type of service which may be required under the terms of the contract.

2. **Cafeteria Operating Hours**

a. Breakfast	7:15a.m. -9:30a.m.
b. Continental Breakfast	8:15 a.m. -9:15 a.m.
c. Brunch (Weekends Only)	10:30 a.m.-12:30 p.m.
d. Lunch	11:30a.m. - 1:30 p.m.
e. Dinner	4:30 p.m. - 6:00 p.m.
f. Dinner (Weekends Only)	4:30 p.m. - 5:00 p.m.

3. **Meal Program:** The current meal program allows students the option of selecting a 19, 14 and a 10-meal plan. However, a 5-meal plan is available only to off campus students. A cash and carry meal plan must be available to the faculty and staff with the ability to add to the cards and carry the difference forward from week to week.
 - a. Program A 7 days, 19 - meals per week (all students)
 - b. Program B 7 days, 14 - meals per week (all students)
 - c. Program C 7 days, 10 - meals per week (all students)
 - d. Program D 5 days, 5 - meals per week (off campus students only)
 - e. Program E 5 days, 5 -10 meals per week (faculty and staff only)
 - f. There are approximately 305 guarantee charge days. Charges for the regular-school year are based on a sliding scale provided by the contractor.
 - g. The number of boarders per semester are:
 - i. Fall Semester 916
 - ii. Spring Semester 779/843
 - iii. Summer Semester 54
 - h. The list of conference and summer school programs, number of participants, duration of program, meal plans for the past three years are listed on the following page:

PROGRAM	#OF PEOPLE	RATE/DAY	#OF DAYS	MEAL PLANS	COMMENTS
Freshman Orientation	250	\$2.48 .58	5 3	Lunch Snack	Fixed rate by Federal Government
MoDot	25	\$13.68	1		
Football Camp	90	\$13.68		B, L, D	
Band Camp	85	\$13.68		B, L, D	
Choir	15	\$13.68		B, L, D	
RA's	30	\$13.68		B, L, D	
Summer School	75	\$13.68		B, L, D	
School Tour Groups	15-100	\$13.68		B, L, D	
Addiction Academy	125			B, L, D	
Fire School	500		7		
JC Jaycees Training Conf.	200				
Future Business Leaders of America	400				
Committed Caring Faith Communities Conference				B, L, D	
Marriage Encounter	250		7	B, L, D	
Rehearsal - Juneteenth Pageant	20		2	NONE	
Special Olympics Missouri	97		5	B, D	
Show Me child Care			3	NONE	
State Fair Community College - VR Experience					
Lincoln University - Customer Service Training					

4. **Faculty & Staff Meal Program:** A cash and carry meal plan for the faculty and staff, with the ability to add to the Badge Pass card system and carry the difference forward from week to week. This program will allow faculty and staff to purchase a meal plan for a 5 to 10 meals per week plan.
5. **Holiday Schedule:** Hours of operation of the Faculty/Staff lounge for faculty/staff when no students remain on campus are Monday- Friday, 10:30 a.m. to 1:00 p.m.
6. Operating Calendar Schedule 2023-2024

SUMMER	NUMBER OF DAYS
May 27-31	4
June 1-30	30
July 1-30	30
TOTAL	64

FALL SEMESTER	NUMBER OF DAYS
August 21-31	17
September 1-30	30
October 1-31	31
November 1-22	23
November 23-26	Thanksgiving Break
November 27-November 30	13
December 1-15	15
TOTAL	129

SPRING SEMESTER	NUMBER OF DAYS
January 16-31	16
February 1-29	29
March 1-13	13
March 11-15	Spring Break
March 18-31	13
April 1-30	30
May 1-11	11
TOTAL	112

Total Charge Days 64 + 129 + 112 = 305

Note: Be advised that this is a proposed feeding calendar and may be changed at the discretion of the University.

7. **Vending Service:** All vending services (fruit juice, carbonated soda, snacks, etc.) are the responsibility of the University.

8. **Catering:** The annual catering volumes for the past three years are as follows:
 - a. FY 20 \$73,474.24
 - b. FY 21 \$19,774.71
 - c. FY 22 \$72,226.90

9. **Annual Cash Sales Volume:** The annual cash sales volume for the past three years are as follows:
 - a. FY 20 \$ 29,935.22
 - b. FY 21 \$4,076.21
 - c. FY 22 \$11,081.71

**SCOPE OF WORK
PART THREE**

1. **General Requirements:** The contractor shall provide food service as specified herein for Lincoln University (herein referred to as the University) in accordance with the terms and conditions of this Request for Proposal (herein referred to as the RFP).
 - A. By contracting the Lincoln University of Missouri Dining Services operation, the University seeks to achieve the following objectives:
 - i. To provide inviting year-round food service programs that support the University's objectives while meeting the health and nutritional needs of guests.
 - ii. To provide dining concepts that offers a diversity of food options representing the United States Department of Agriculture's dietary guidelines.
 - iii. To sustain an adequate financial return to meet dining program requirements.
 - B. The Contractor should pursue the University's objectives by fulfilling the following goals:
 - i. Provide exceptional services, professional service associates and convenient operating hours in a clean, safe, contemporary, and attractive environment.
 - ii. Supplement the residential dining experience with a dynamic retail program comprising national and custom branded concepts.
 - iii. Provide a selection of food choices that support guests' nutrition goals, medical, ethnic, cultural, and religious requirements.
 - iv. Utilize environmentally friendly and sustainable practices.
 - v. Provide a first class, professional catering service that satisfies diverse custom dining needs.
 - vi. Effectively market the dining services program.
 - vii. Provide innovative and accommodating programs that will increase dining plan contract sales, maximize user participation, and create loyal guests.
 - C. The Contractor should strive to fulfill the objectives noted above by providing a high level of professional service emphasizing flexibility, variety, convenience, and value. Lincoln University of Missouri residential and retail dining programs should reflect the firm's newest and best ideas.
 - D. The Contractor(s) shall provide all labor and resources to manage and operate the University's dining programs consisting of residential dining, retail food outlets, convenience stores, coffee bars, and catering.
 - E. The Contractor should provide programs that operate within a financial framework reflecting organizational effectiveness, quality product, service excellence, and operational

efficiency. The goals and plans developed for the dining services program shall follow the mission and philosophy of Lincoln University of Missouri and the Division of Administration and Finance.

- F. The Contractor shall comply with all policies and procedures of Lincoln University of Missouri.
- G. The Contractor shall acquire and maintain all operational requirements such as licensing and permits to operate under federal, state, and local regulatory and legal mandates during the term of the contract.
- H. The Contractor shall comply with all terms and conditions of any exclusive agreements held by Lincoln University of Missouri for the duration of the contract. The University has an exclusive obligation with Pepsi Bottling Group, LLC. for carbonated and non-carbonated beverages (canned, bottled and fountain); non- alcoholic beverages; fruit juice and fruit flavored drinks (vending and bottled); all assorted bottled waters and water beverages; isotonic and hypertonic beverages; energy drinks; iced tea (canned, bottled and fountain); bottled or canned coffees or coffee blends and any future beverage products mutually agreed upon by the University and the Pepsi Bottling Group.
- I. The contractor shall understand and agree that the University shall have the right to use the dining areas in the Scruggs University Center as deemed necessary for various events and activities. The University shall be responsible for the appropriate set-up and clean-up for such events and activities.
- J. The contractor shall have the exclusive right to operate as an independent business venture at Lincoln University's food service facilities located at the Scruggs University Center Cafeteria, which consists of the ballroom, meeting rooms, lounges, and concourses.
- K. The contractor shall operate on the contractor's credit and shall furnish all food and beverage items served in the dining facilities and at the Kiosk locations in Page Library, Young Hall, Scruggs University Center. The contractor is advised that the Young Hall kiosk may be relocated.
- L. The contractor shall provide services to other departments on campus when requested. The contractor shall be issued an official Lincoln University Purchase Order from the Purchasing Department 72 hours before services are rendered.
- M. The Contractor must provide a response to this proposal and address each of the items listed below:

2. **Meal Plans:**

- A. Meal plans will be administered by the University. Current prices have been provided in this Request for Proposal. There will be no price increases paid to the Contractor for meals plans for the first year of the contract and there will be no set annual minimum increase for the

following years. Create your firm's financial package to support this assumption and there will be no increases paid to the contractor for dining plans during the first year of the contract.

- B. To project commissions and revenue for additional years, the contractor should use a 3% annual increase, but know that this is not a guarantee. It is a means of comparing potential commissions and would be adjusted each year based on mutual agreement.
 - C. There are approximately 129 billable days per fall semester and approximately 112 for spring semester. The first and last meals served of each semester are decided jointly between the Contractor and the University prior to the start of each school year. The Contractor shall allow students to change meal plans during the University's official drop and add period each semester. No changes may be made after that date.
3. **Residential Dining Program Operations:**

- A. The Contractor must describe the firm's approach to all-you-care-to-eat (residential) dining operations and illustrate how this approach will enhance the LU student experience. Provide a three (3) week menu cycle. Include semester, hours, tender, and emergencies.
- B. The Contractor must describe an ongoing program of customer education on nutritional health, weight management and wellness.
- C. The Contractor must describe an on-campus late-night option such as food trucks.
- D. The Contractor should provide a flexible, customized program for the student-athlete to meet the high nutritional demands, practice, travel schedules, etc.
- E. The Contractor should describe a global cuisine to address the growing & diverse population of international students.
- F. The Contractor should address exciting dining events and programs to minimize monotony and offer a variety of dining routines.
- G. The Contractor shall discuss and offer ways to make the dining program more of an integral part of the student development experience through collaboration with academic programs for programming and real-world experiences to nutrition, hospitality management and public health issues, etc. as well as Student employment/internship opportunities to develop effective vocational and professional competencies and to prepare for responsible citizenship. A commitment and a description of the offeror's efforts to processes leading toward effective, well-administered student employment should be sufficiently addressed.

4. **Catering Services:**

- A. The Contractor must continually demonstrate the knowledge, experience, and capability to maintain that reputation. All catering is to be done in a professional manner. Catering services must be accessible and affordable to a wide range of LU consumers, and will be managed so as to not become a financial burden to the food services program.
- B. The Contractor will have exclusive catering privileges for events held on the campus of

Lincoln University of Missouri. Exceptions to this exclusivity provision may be made only by the President or his designee.

- C. The Contractor will be expected to provide cost efficient menu items which are competitive with the local area.
- D. The Contractor shall be responsible for furnishing all small wares and catering equipment necessary to fulfill all events and for keeping the inventory at this level. Replacement of broken or lost items will be the responsibility of the Contractor. All rental equipment including, but not limited to, china, linen, utensils, drapes, and tableware will be the responsibility of the Contractor.
- E. The Contractor will be responsible for maintaining a catering webpage with the ability for the customer to place orders online and have an associated confirmation method.
- F. The Contractor will be responsible for product purchase, preparation, set-up, delivery, decorations, cleanup, and billing of all catered events.
- G. The Contractor shall honor all catering and feeding commitments in existence for any part of the academic year including summer conference meals. The Contractor must:
 - i. Provide catering menus, portions, and prices must be approved by the university for all such Services offered. The Contractor shall submit a catering catalog or guide, including selections, procedures, and prices, to the University for approval annually. With full-scale catering, the guide should include a low-cost catering option for students, faculty and staff holding events on campus. Once catering prices are agreed upon by the University and the Contractor, they shall remain in effect for the first two (2) years of the contract. The Contractor shall describe the proposed catering program including approach, marketing and promotions, merchandising, special services, enhanced menus, prices, and other features.
 - ii. The Contractor shall obtain and hold all ABC licenses required for the sale and distribution of alcohol in LU facilities, on the grounds and for off premises catering. This includes all catered events and club/suite services. Besides all licenses and permits, the Contractor shall also maintain liability insurance necessary to provide catered services on and off campus upon award of the contract. State the firm's agreement and ability to obtain all licenses, insurance, and permits necessary to provide catered services on and off campus.
 - iii. The Contractor should employ professional management and personnel with skills to design, produce, and present innovative catering services to meet all customer niches of the University community. The contractor must specify the minimum credentials of the professionals who will oversee the catering program including experience, education, and training.
 - iv. The Contractor's catering personnel should be properly trained and in appropriate uniform, including nametags, at all events to present a professional tailored image. The Contractor must describe the training for the catering staff for both formal and informal events. Provide a picture of a sample uniform for both formal and informal events.

- v. The Contractor should have a training program, policies/procedures, and quality control measures in place to ensure proper service, timeliness of delivery, accuracy of order delivery, pick-up services, and friendliness of staff. Describe the quality control program to ensure catering clients receive proper service, accurate orders, and on time delivery serviced by a friendly staff.
- vi. The Contractor should have an online ordering program. Describe the on-line ordering capabilities and technical support used to enhance catering services.
- vii. The Contractor shall be responsible for all property damage to any facility proven to be the neglect of the caterer. Confirm your understanding and acknowledgement that your firm will be responsible for all property damage as a result of the firm's neglect.
- viii. On July 1st of each year, the Contractor shall provide the University with a price comparison from at least three (3) other local caterers for comparable services. Describe the firm's methodology for comparing their services to comparable services offered in the same market.
- ix. The Contractor shall obtain a payment authorization method (purchase order, credit card, etc.) before servicing any departmental requests, such as special events, catering, and conferences, to ensure prompt and timely payment. An authorized representative from the University will work with the Contractor to ensure state and university compliance.
- x. The Contractor shall develop a separate student-catering guide designed to specifically address the special needs and budgets of students. Consideration should be given to pick-up or drop-off services (to include paper goods, etc.).
- xi. The Contractor shall submit the following information to the University for Review and/or approval by July 1st of each year: Customer feedback and competitive price comparisons.

5. **Retail Dining:**

- A. The retail dining program should demonstrate an entrepreneurial and creative spirit designed to achieve the objectives described herein. The University strives to provide diverse food offerings while maintaining quality, price value, healthy menu selections, convenient hours, and friendly yet efficient customer service. Realizing that traditional hours may not accommodate students' diverse schedules or late-night study, it is the desire of the University to provide a retail program to meet those needs and providing an opportunity to increase customer satisfaction while generating sales. The Contractor must address extended hours or late-night dining for hours of operation beyond 8:00 p.m. and be sure to include menu offerings, marketing concepts, promotions strategies and experience.
- B. The Contractor should offer innovative retail dining options to reflect the needs of the University community using the current retail dining facilities and resources.
- C. There will be no set minimum increase annually. Create your financial package to support

this assumption. To project commissions and revenue, use a 3% annual increase but know that this is not a guarantee. It is a means of comparing potential commissions and would be adjusted each year based on mutual agreement.

6. **The Contractor must provide a comprehensive retail-dining program to achieve the goals and objectives as stated herein:**

- A. The concepts should provide a diverse mix of popular, high quality food items and beverages to meet the various market niches. The menu mix must support healthy food choices and give consideration to low calorie, low fat, low salt, vegan, vegetarian and gluten free items, at a minimum.
- B. The concepts should fit within the available square footage of each designated location.
- C. The Contractor should provide a creative mix of popular, nationally branded and proprietary concepts. The University has an interest in considering nationally branded concepts. The Contractor shall have documented proof of a licensee agreement that allows the Contractor to operate nationally branded concepts. The Contractor shall be responsible for any royalties and/or commissions due to the branded concept and must comply with the established nationally branded concepts.
- D. Retail pricing should be approved by the University no later than 30 days prior to the start of the semester Dining Plans. For national brands, pricing should not exceed the Jefferson City, Missouri markets.
- E. Besides accepting standard forms of tender, retail dining centers shall accept Blue Tiger Card and Flex Dollars where approved by the University. The Contractor must describe your firm's approach to retail dining operations and illustrate how this approach will enhance campus life and provide a diverse menu of popular, high-quality food. As part of your description, please include the following:
 - i. A sample menu including Product, Price, and Brand's tiered pricing.
 - ii. If a national brand is proposed, portion sizes, ingredients, USDA.
 - iii. A proposed meal exchange offering for each participating retail location.
 - iv. Include meal exchange, pricing, tender, hours, and emergencies.
- F. The Contractor must state the firm's willingness to accept all standard forms of tender, including Blue Tiger Cards and Flex Dollars at all retail locations. The retail program should respond to additional operating hours to accommodate student activities and special events and programs at no additional cost to the University.
- G. The Contractor shall obtain all necessary licenses for operations at the University.

7. **Service:**

- A. The University anticipates approximately 233 full serving days and charge days per year. Charges for the regular school year shall be based on a sliding scale.

- B. There shall be no contract service over Thanksgiving, Christmas, (which includes New Year's Day) and during Spring Break recess. However, if there are twenty- five (25) or more students in housing during a holiday break, hours of operation shall be Monday through Sunday from 12 noon to 5 p.m. daily. The Director of Housing will advise of holiday occupancy not later than 2 weeks prior to the start of the holiday period.
- C. The Contractor must describe a proposed summer dining program, including hours of operation and specifics of the program being offered.
- D. The Contractor, besides accepting Dining Plans, the residential center shall accept all standard forms of campus tender, including but not limited to cash, credit cards, and debit cards, Blue Tiger Cards, and Dining Dollars. The Contractor must confirm its ability to accept all standard forms of tender, including Badge Pass cards, and Flex Dollars.
- E. The Contractor shall operate food services under emergency conditions (i.e., equipment breakdown, power failure, inclement weather). Describe the firm's plan to operate under emergency conditions such as inclement weather, fire damage, etc.
- F. The Contractor's meal plan should be nutritionally balanced, appealing to the eye and palate, freshly prepared for each meal period with limited holding times and cycled to prevent menu fatigue. Weekend meals should be of the same fresh quality as weekdays. Each meal on the meal plan cycle should include a nutrient rich entrée that is lower in calories, fat, sodium and/or carbohydrates. This option is to be prominently displayed and identified. All stations in the Residential Dining Halls should be fully utilized during operating hours and varied according to day to provide variety including, but not limited to, vegan, vegetarian, ethnic cuisine, gluten free, low- fat, unique protein choices and fresh fruit.
- G. The Contractor must provide trained professionals certified in the science of nutrition and food preparation, they must be able to supervise meal planning and meal production.
- H. The Contractor must provide job descriptions for each position along with resumes of the individuals to be assigned to oversee food preparation, meal planning and production.
- I. The Contractor must describe the firm's planned usage of each station in the Residential Dining Halls to serve meals continuously. The contractor should include a sample cycle menu for the full cycle, portion sizes for sample menu, consideration and identification of healthy items, a discussion of nutritional balance, provision for vegetarian and vegan selections for each meal period, visuals to demonstrate eye appealing nature, and a plan to minimize leftovers. This information may be included in the three (3) week menu cycle.
- J. The salad bars should include a minimum of 23 items. The selection should include at least two complete protein sources, 8-10 assorted fresh vegetables, six (6) salad dressings (two (2) low fat), fresh cut fruit, canned fruit, three to four (3-4) compound salads and assorted toppings (i.e., bacon bits, croutons, dried fruits and seed/chopped nuts). The salad bar items should follow a rotation cycle to increase variety. Describe the firm's standards for salad bars.

- K. The Contractor's nutrition information should be prominently displayed for all items served daily. Provide an example of nutrition information to be displayed for guests for a few items on the cycle menu.
- L. The contractor shall develop and implement a detailed marketing plan that will attract commuter students to the food service facilities. Consideration should be given to satellite location, grab and go's, short-order grill unit, etc.
- M. The Contractor's food products and ingredients purchased must meet or exceed the minimum United States Department of Agriculture (USDA) standards and grades. The following minimum food specifications are established and shall be maintained: The Contractor must describe the quality and USDA grade of food substances being offered/proposed.
 - i. Beef and Veal, USDA Choice
 - ii. Pork and Lamb, USDA #1
 - iii. Poultry, USDA Grade "A"
 - iv. Eggs and Dairy Products, USDA Grade "A"
 - v. Frozen Foods, USDA Grade "A" Fancy
 - vi. Fresh Produce, USDA #1 Quality
 - vii. Canned Goods, USDA Grade "A" Fancy
- N. All bakery items should be baked or delivered fresh daily; the contractor shall specify the standards for baked goods.
- O. The Contractor should consider various ethnicities, dietary restrictions, and medically restrictive diets in menu planning. The contractor should develop a program to provide quality food with ingredients, recipes and fresh preparation methods that support good nutrition and a healthy lifestyle, including options that address special dietary needs such as vegetarian, vegan, low fat, high protein, gluten-free and healthy choices.
- P. The Contractor must provide special diets for students based on diverse student population demand, or when prescribed in writing by a physician. Arrangements for "sick trays" using "to-go" containers shall be mutually agreed upon by an authorized representative of the University and the Contractor.
- Q. It is the expectation that the Contractor will submit to the University the semester cycle menus for approval at least thirty (30) days prior to the beginning of the fall, spring, and summer sessions.
- R. The Contractor should provide creative and innovative programs besides the routine at no extra charge to the students at least four (4) nights per semester.
- S. The Contractor should describe any proposed monotony breakers, theme dinners, premium meals, and special treats. State the number, timing/ frequency and how the meals will be promoted.
- T. Daily and weekly menus should be prominently posted and made available through various media including Lincoln University of Missouri Dining Services web site, social media, and other pertinent publications.

U. Describe how daily and weekly menus will be marketed, communicated, and posted. Include recommendations of schedules for posting, schedules for updates, and use of various media.

8. Books and Records:

- A. The contractor shall maintain such accounting books and records in connection with the operation under this contract as may be required by the University.
- B. The contractor shall keep the books of account and records at any location they may choose.
- C. The contractor, at all times, shall afford the University access for the examination and audits of books and records pertaining hereto.
- D. The contractor shall furnish a current operating income statement monthly.

9. **Condiments:** All condiments shall be U.S. Grade "A".

10. **Miscellaneous Groceries:** Highest grade obtainable.

11. **Monotony Breaks:** Shall be provided throughout the semester at the discretion of the Manager and Food Service Council. Examples are:

- A. Build your own sundaes
- B. Cakes with flags on them, or
- C. Any other creative idea that breaks the routine.

12. **Post-consumer containers:** In support of the University's sustainability initiatives, the contractor shall use recycled/post-consumer carry-out containers. Plastic and Styrofoam should not be used.

13. **Composting:** The contractor shall make compostable waste products available on a periodic schedule to be determined by the Director of Auxiliary Services.

14. **Picnics:** The contractor shall allow contract students to have picnics and shall furnish the food in lieu of them eating in the cafeteria. Picnics shall be arranged at no additional charge to the University or students.

15. **Carry Out Meals:** The contractor must provide carry-out meals. For Students and athletes leaving campus for vacation, in lieu of the last meal, served at no additional charge to the University or students.

16. **Additional Features:** The contractor may provide additional features as desired.

17. **Table Setting:** There are approximately 130 tables in the cafeteria. The contractor shall strive for a home like atmosphere to include the provision of colorful vinyl tablecloths on each table at each meal. The quality of tablecloths must be approved by the Director of Auxiliary Services. This provision will include catering services.

- A. The University will welcome ideas that will improve and make the dining facilities an enjoyable place to dine. All changes or

improvements shall be coordinated with and approved by the Director of Auxiliary Services.

18. **Student Health Services:** The contractor shall provide food, beverages, and supplies to the boarding students who are confined because of illness. No charge other than the standard per meal, per day charge shall be made. Food, beverages, and supplies shall be equal to the number of contract patrons confined. A list of boarding patrons will be issued to the contractor from the Director of Student Health Services. Non-boarding students shall be charged at the casual meal rate.
19. **Special Diets:** If a contract patron is unable, for medical reasons, to consume the meal served in the dining room, the contractor shall provide, at no additional cost to the student or the University, a meal that is consistent with their physician's instructions.
20. **Meal Hours:** Lincoln University anticipates maintaining the same cafeteria operating hours with adjustments shown in the PROPOSED MEAL HOURS. Meal hours may only be changed by mutual agreement between the contractor and the University **IN WRITING.**

PROPOSED MEAL HOURS

- i. Monday-Friday:
 - a. BREAKFAST: 7:00AM – 10:00AM
 - ii. Monday-Friday:
 - a. LUNCH: 11:00AM – 2:00PM
 - iii. Monday-Sunday:
 - a. DINNER: 4:00PM – 7:30PM
 - iv. Saturday-Sunday:
 - a. BRUNCH: 10:30AM – 1:30PM
 - v. Monday-Friday:
 - a. LATE NIGHT: 8:00PM - 10:00PM
21. **Contractor Responsibilities:** Replacement of Flatware and China: The contractor shall replace all flatware and china originally provided by the University on or before the fifteenth (15th) day prior to beginning each semester or upon request by the Director of Auxiliary Services.
22. **Inventory:**
- A. The University and the Contractor shall establish a mutually agreeable beginning inventory of all University owned equipment, by location, including condition notations, within 45 days of commencement of contract. This list will be mutually agreed upon by both parties and will become the document of record for contractual purposes.
 - B. The Contractor shall provide and maintain all food production small wares such as pots, pans, serving utensils and china, dinnerware, flatware, and glassware, etc. necessary for servicing the contract.
 - C. The Contractor will provide, be responsible for, and maintain any vehicles for the performance of this contract. Parking arrangements, permits and fines are the responsibility of the Contractor. Employees of the contractors must purchase parking permits annually.

- D. The Contractor shall have the University's written approval prior to removing any University equipment, furniture or fixtures for disposal or non-University use.
23. **Insurance:** The contractor shall have and maintain, at the contractor's expense, throughout the effective period of the contract the following insurance in the amounts specified. Such insurance must be obtained from a company or companies acceptable to the University, and the University shall be named as an additional insured. The contractor must provide to the University a certificate(s) of insurance evidencing such insurance prior to the effective date of the contract. Such insurance must indemnify the University to the fullest extent possible under the laws of the State of Missouri. The contractor shall furnish to the University proof of coverage of workers' compensation.
- A. Comprehensive General Liability, including Product Liability, with the following limits of liability.
- i. Bodily Injury: \$1,000,000.00 each person
\$2,000,000.00 aggregate
\$5,000.00 medical each person
 - ii. Property Damage \$2,000,000.00 each occurrence
- B. Automobile Public Liability and Property damage with the following limits of liability:
- i. Bodily Injury: \$1,000,000.00 each person
 - ii. Property Damage \$2,000,000.00 each occurrence
\$2,000,000.00 each occurrence
- C. **NOTE:** The contractor shall understand and agree that the insurance required under the terms of the contract in no way precluded the contractor from carrying such other insurance as may be deemed necessary by the contractor for the operation of the contractor's business or for the benefit of the contractor's employees.
24. **Facilities Planning:** The contractor must provide at no cost to the University a complete layout and design for the food service areas at the request of the University.
25. **Operational Cost:** At a minimum, the contractor shall assume the cost and expense of the food operation at the University in the following areas, but not limited to:
- A. Foodstuff
 - B. Supplies-including cleaning supplies
 - C. Labor-includes all personnel that are directly involved with food service operations
 - D. Uniforms and table linen
 - E. Printing and stationery supplies
 - F. Vehicles for deliveries and operational needs
 - G. Bookkeeping and payroll preparation
 - H. General supervision
 - I. Electronic system to track meals that will integrate with the Badge Pass and Total Card Transaction System (BPTCs)
 - i. The Contractor should use and support the University's card system and equipment for sales recording and processing. The contractor must acknowledge

and agree that Lincoln University's Badge Pass system and Total Card system, or system compatible with Badge Pass will be the primary system for processing and recording sales.

- ii. The University will provide an initial inventory of point-of-sale registers. The Contractor should pay for any additional equipment needed and replacement of worn or damaged equipment.
 - iii. It is the expectation that the Contractor will pay for programming costs for any specialized reports the Contractor deems necessary for operations analysis.
 - iv. The Contractor shall be responsible for all equipment rental and related charges for the debit card system used in the food services program. Please acknowledge and agree that the Badge Pass card system will be used and all components needed for the Dining Services operations will be at the Contractor's expense.
- J. Utilities (Also see Item 38, Utilities, later in this section)

26. **Letter of Explanation:** The contractor shall distribute at the beginning of the contract year, to all boarding students, a letter of explanation stating what services shall be available through the contractor.

27. **Cleaning Requirements and Floor Care:**

- A. The contractor shall keep all counters and surfaces used for cooking and serving food immaculately clean at all times. Floors behind serving counters, in storage rooms, and kitchen areas shall be cleaned daily by the contractor. The determination as to the cleanliness of all such areas shall be under the jurisdiction of the University and must conform to all local, city, county and state health regulations. If, after notification of a cleaning or sanitation problem, the contractor fails to correct such problem(s), the University shall have the right to contract with a third party to have such problem(s) corrected and shall deduct all costs associated therewith from any payment due the contractor for services provided under the contract. The contractor is advised that the minimum acceptable standard of cleanliness shall be a score of eighty (80) points on city inspections.
- B. The contractor must adhere strictly to all pure food laws and ordinances as
- C. adopted or promulgated by the State of Missouri, the County of Cole, and the City of Jefferson, and their respective Boards of Health.
- D. The contractor shall be responsible for all necessary sanitation measures including pest control.
- E. The contractor must clean all tabletops, chairs, and the dining room area after each serving. The contractor must also clean and maintain such areas during serving hours as necessary. In addition, the contractor must clean areas to be used for catered events on the day of the event.
- F. In all dining facilities, the contractor must clean and maintain all floors, windows, walls, ceilings, and restrooms, both in the dining areas and in the food production areas. The minimum acceptable floor care shall be as follows:
 - i. All hard floors shall be damp mopped daily.
 - i. All finished (waxed) floor shall be burnished daily.
 - ii. All finished floors must be machined scrubbed, waxed, and burnished.

- Monthly.
- iii. All finished floors must be stripped clean, waxed, and burnished twice each year during the Christmas Break and May 31st.
 - iv. Carpet must be spot cleaned daily.
- G. The contractor shall be responsible for cleaning the stairwell and receiving area monthly.
- H. Sanitation standards shall be commensurate with the highest local, city, county or state standards and health regulations and shall be maintained at all times. The level of cleanliness shall meet the approval of Lincoln University.
- I. The contractor shall notify the Director of Auxiliary Services with a copy to the Director of Purchasing, if items or services contained herein do not meet all applicable State and Federal requirements.
- J. The contractor shall understand and agree that the premises shall be subject to inspection by the State and City Departments of Health. Should the University require more stringent rules and regulations with respect to sanitation and health inspection of personnel than those provided by State and Local Authorities, the contractor shall comply with such rules and regulations.

28. **Promotion, Marketing and Good Will:**

- A. The Contractor should provide a fund to assist students in their University education (scholarship fund), to build good-will within the University
- B. The Contractor, by July 1st of each year, shall submit to the University, an annual marketing plan with details for planned campaigns and target dates for promotions.
- C. Describe the firm's strategy for increasing dining plan sales and patron participation of all retail locations through marketing efforts. Provide:
 - i. A detailed, segmented marketing plan.
 - ii. Detailed use of a variety of media.
 - iii. Examples of dining plan brochures.
 - iv. A description of any customer incentive programs.
 - v. Any additional samples.
 - vi. Describe how your firm will segment the market and create vibrant marketing campaigns around those markets, including the use of social media, to encourage new sales and expand customer base.
 - vii. No alterations shall be made to the premises without the written consent of the University. No signs, advertisement, or notices of any kind may be painted or affixed to any part of the facility without prior written approval by the University.

- viii. The contractor shall lease the one card transaction system from the University. The University uses the Badge Pass and Total Card systems.
- ix. The contractor shall provide the President of the University high caliber catered functions such as banquets, luncheons, board meetings, and receptions at the expense of the contractor.
- x. The contractor shall provide snacks and services (not meals) for three (3) events as requested by the Lincoln University Staff Council. For example, one such event might be providing an ice cream bar for a summer staff recognition program.

29. **Assessment, Evaluation and Surveys:**

- A. The Contractor should maintain a comment card station, or electronic version, in each facility. When appropriate, a written response from the Contractor should be posted within three (3) days. Please acknowledge and accept the firm's maintenance of a comment card station, or similar electronic method.
- B. The Contractor should conduct a thorough customer service survey each fall and spring semester. Responses should be obtained from all facilities. The results of the survey are to be presented to the University. Describe the firm's comprehensive customer survey process. Confirm the firm's ability to provide a survey of all facilities at least twice annually and to present findings to the University.

30. **Equipment Repair/Replacement:**

- A. The contractor shall credit seven hundred fifty dollars (\$750.00) by check at the beginning of each month to Lincoln University for repairs or replacement of equipment. Any equipment damaged by negligence on the part of the contractor or the contractor's employees shall be replaced by the contractor.
- B. The Contractor shall properly use and maintain all University equipment in a clean, functioning condition and return to the University in good, clean working condition, with ordinary wear and tear accepted, at the end, or upon termination, of the contract. Equipment not properly maintained, abused, improperly operated or removed from facility without University approval shall be replaced by the Contractor.
- C. The Contractor shall report any equipment operating failures to the University as soon as possible. Together, a determination will be made if the item deserves service, warranty repair, or evaluation for replacement.
- D. Costs for repairs, preventative maintenance, and maintenance of University-owned equipment will be the responsibility of the University; however, the Contractor provides \$100,000 annually to the University to offset this expense.
- E. Replacement equipment shall be of equal or greater quality. Please acknowledge and accept that equipment not properly maintained, abused, improperly operated or removed from facility without University approval will be replaced by the Contractor. Replacement equipment will be of equal or greater quality.

31. **Rebate:** The contractor shall rebate the University a minimum of twenty percent (20%) of all non-contractual sales. The actual amount shall be as stated on the pricing page.

32. **Personnel Requirements:**

- A. The Contractor should provide a dedicated, professional, experienced food service management team with strong fiscal responsibility, entrepreneurial skills and a drive to obtain customer satisfaction. It is the expectation of the University that a senior food service director, or comparable position, in-residence responsible for the entire campus dining operation, be assigned to this account. At a minimum, this person should have seven (7) years of experience in higher education food service.
- B. The University retains the right to approve or disapprove the Resident District Manager, Food Service Director, Executive Chef, and all direct reports to the Resident District Manager.
- C. The Contractor should provide an experienced executive chef with at least an Associate in Occupational Studies (AOS) degree from the Culinary Institute of America, Johnson & Wales or another culinary institute of a similar nature. At a minimum, this person should have three (3) years of experience in higher education food service.
- D. The Contractor should provide a Catering Director to oversee catering operations. At a minimum, this person should have three (3) years of catering experience.
- E. The Contractor should provide a Marketing Manager to produce, promote, advertise, and execute professional campaigns for Lincoln University of Missouri Dining Services programs.
- F. The Contractor should designate a fiscal accounting liaison, responsible for all financial issues associated with the agreement and who would interact directly with the University.
- G. Provide a proposed on-site organizational chart for operations including names, titles and resumes of potential candidates for the following positions within residential and retail dining and/or catering:
 - i. Resident District Manager (or comparable position)
 - ii. Food Service Director
 - iii. Executive Chef
 - iv. Catering Director
 - v. Marketing Manager
- H. The University shall be advised before senior management changes, and retains the right to require the reassignment of any management personnel or employee for any justifiable reason such as abuse of position, failure to abide by University policies, or failure to abide by the terms of the contract.
- I. The University shall approve the on-site Director and Executive Chef and reserves the right to require the reassignment of any employee for any cause.
- J. The Contractor should strive to maximize employment of students. Students will be paid wages comparable to the contractor's hourly employees. Students do not participate as part of the federal work study program. Describe in detail a student employee program for recruiting,

hiring, benefits, compensation, and training.

- i. In the event the contractor hires students, Lincoln University may require the students to have a physical examination and tuberculosis test.
 - ii. The contractor shall provide work opportunities for students at a rate in keeping with the wage scale in effect for student workers in other campus jobs.
 - iii. The contractor shall abide by the federal guidelines for F-1 student employment.

- K. The contractor shall agree and understand that no substitution of specific individual(s) and/or personnel qualifications shall be made without prior written approval from the University. The University agrees that approval of a substitution shall not be unreasonably withheld.

- L. The contractor shall require all of its personnel, both students and non-students to be uniformed by an established uniform contractor. The type of uniforms shall be mutually agreed upon by both parties. All employees shall be required to have and wear a standard uniform including hair retain rig headgear during duty hours.

- M. All management personnel shall be thoroughly trained and experienced to the satisfaction of the University. The food service manager shall be interviewed and accepted by the University prior to assuming managerial responsibilities.

- N. Only persons acceptable to the University shall be employed by the contractor in the University dining facilities.

- O. Personnel relations of employees on the contractor's payroll shall be the contractor's responsibility. The contractor shall comply with all applicable government regulations related to the employment and payment of personnel.

- P. The contractor shall require all its employees assigned to duty in the University to submit to a health examination prior to being hired. This examination must include a tuberculosis test. This test must be administered at the University Health Center upon request.

- Q. A rigid, centralized, management concept which defers its decisions to a regional or national office will not be accepted by the University.

- 33. **Ordinances, Laws, Regulations:** The contractor shall comply with all state, federal and local ordinances, laws, and regulations pertaining to its food service operation. It shall be the obligation of the contractor to apply for, pay for and to obtain all permits and licenses as required by the various state, federal and local agencies.

- 34. **Sales Tax:** Where applicable, the contractor shall collect sales tax from patrons and remit to the State of Missouri, Department of Revenue.

- 35. **Contract Patrons:** The University shall provide the contractor a list of contract patrons at the beginning of each semester and shall keep this list current by notifying the contractor of changes as they occur. A mutually agreeable method of identifying contract patrons shall be provided to the contractor each week.

- 36. **Expendable Equipment:** The University shall provide the expendable equipment as shown

on its current inventory. Although this listing will be provided at the beginning of the contract, a current inventory listing is available upon request. It shall be the duty of the contractor to inventory such equipment, and following said inventory, to replace items to the amount and quantity as originally provided. However, in the event that the contract is terminated, the contractor shall inventory and replace items to the quantity and quality as originally provided.

37. Trash Disposal:

- A. The contractor must deposit trash in a proper location to be picked up by a waste disposal service.
- B. The contractor will regularly provide compostable waste in support of the University's composting project.

38. Utilities: The contractor shall remit to the University payment for all utilities, including electric, gas, water, and air conditioning for the dining areas of the facilities covered by the contract. Such payments shall be made upon receipt of invoice from Office of Auxiliary Services. Current average rates from the utility are \$0.06/kwh. * This rate will be adjustable based upon any rate changes from the utility. Historical usage is shown below for informational purposes only:

Month	Bill	
January	\$2229.24	37154kwh*
February	\$1233.30	20555kwh*
March	\$1137.00	18950kwh*
April	\$1303.68	21728kwh*
May	\$ 962.28	16038kwh*
June	\$1036.02	17267kwh*
July	\$ 867.72	14462kwh*
August	\$1343.76	22396kwh*
September	\$1556.76	25946kwh*
October	\$1305.78	21763kwh*
November	\$1287.00	21450kwh*
December	\$1255.20	20920kwh*

*Costs and kwh for electricity subject to change

39. Relationship:

- A. The relationship of the contractor to the University shall be that of an independent contractor.
- B. Any and all employees of the contractor or other persons, while engaged in the performance of any work or services required for the contractor under these specifications, shall not be considered employees of the University.
- C. The University shall have no direct control over employees of the contractor. Any provision for such control shall be exercised only through the contractor or the person assigned as Food Service Manager.
- D. The University retains the right to control the usage of the University Center and Dining Halls and standards therein.

40. Inspection-Failure and Penalty: Failure to meet contractual specifications and provisions on the part of the contractor will provide justification for the University to invoke the FIFTEEN PERCENT (15%) penalty based on at least two inspections conducted by two

(2) different Lincoln University of Missouri designated officials (inspectors will be accompanied by contractor supervisory personnel, if available). Deficiencies caused by the University will not be considered a failure to perform on the part of the contractor. A University standard inspection sheet will be used in the performance of inspections. At the end of the inspection, a copy of the completed inspection form will be issued to the accompanying contractor personnel. Two inspections within a given calendar month which result, in the opinion of the University in a failure to meet contractual specifications and provisions on the part of the contractor shall provide sufficient justification to invoke the contractor a penalty of fifteen percent (15%) of the monthly board charges. The fifteen percent (15%) penalty will be deducted from the board billing invoice.

41. **Term and Termination of contract:**

- A. The contractor shall understand and agree that such items relative to food service which are not included herein may be added to or excluded from the contract without voiding in any manner the other provisions of the contract. Such additional or deleted coverage shall be furnished to the University by the contractor and equitable adjustments as to consideration shall be made in writing to the Director of Auxiliary Services, with a copy to the Director of Purchasing of Lincoln University.
- B. The contract may be terminated by either party giving written notice to the other party of its intent to terminate sixty (60) days prior to July 31st of the respective year, except that the University may terminate the contract for convenience at any time upon thirty (30) days notice to the contractor of such intent.
- C. Upon notice of termination of the contract, the University may advertise for bids for the operation of the cafeteria. In the event that the University advertises for bids, the contractor shall not be allowed to consider his existing operation as his bid.
- D. If an offeror other than the contractor is the successful offeror for the operation, such other offeror shall be allowed access to the premises at all reasonable times within two (2) weeks prior to the termination or expiration of the contract. The successful offeror shall not interrupt or disturb the operation of the food service while exercising the privilege granted hereunder.

42. **Student Evaluation of Service:** The Director of Auxiliary Services shall appoint a University Food Service Committee which shall meet with the contractor's representative on a regularly scheduled basis to appraise the operation. The contractor shall take action on all reasonable requests by the Food Service Committee.

43. **Financial Considerations:**

- A. It would be an understatement to say that the cost of a college education (public and private, for-profit and not-for profit) continues to outpace the consumer price index and has for many years now. Public institutions have seen drastic cuts in funding resulting in students and their families bearing more of the total cost of a college education through increased tuition and fees. All of this is at a time when the skills/knowledge demands of the workplace require more education/training beyond high school. Imposing quality standards in a Request for Proposal (RFP) ensures the integrity and costs of our dining program remain intact and affordable.
- B. Contractor will fund Pre-opening Expenses on behalf of the Campus Dining Program.

Pre-opening Expenses include, but are not limited to, travel, meals, lodging, opening

promotions and advertising, accounting and operating manuals and systems, interviewing and relocation, salaries and fringe benefits, crew training, and other expenses related to preparing for, and commencing services for the 2022-23 academic year.

- C. The Contractor shall be responsible for all equipment rental and related charges for the debit card system used in the food services program.
- D. The Contractor shall be responsible for all utility, water, refuse, waste and grease removal, cable and telecommunication costs. Water billing will be based on utility metering data through sub-metering devices in each food venue. Monthly metering documentation will be made available by the University or the utility five (5) days after the end of the month.
- E. Monthly, the Contractor shall submit financial reports (detailed operating statement covering its sales, food costs, labor costs, direct costs, and service management fee and include the year-to-date accounting information) to the University, showing all income and expenses. The Contractor shall keep full and accurate records and accounts in connection with food service. All such records shall be retained by the Contractor for five (5) years from the termination of the contract and may be audited by University officials or auditors representing the Commonwealth of Virginia during working hours without prior notice.
- F. Annually, the Contractor shall notify the University in writing no later than February 1st of any recommended changes in board plan or casual meal rates for services effective the following academic year and the ensuing two (2) summer sessions. Included in any recommended changes in board plan or casual meal rates shall be proposed increases. The Contractor shall provide adequate documentation supporting the request for changes. Granting approval of any proposed increases is at the sole discretion of the University. The University reserves the right to approve, modify, or deny any proposed increase or modification consistent with sound fiscal management. Increases will be based on changes in the Wholesale Price Index, Consumer Price Index, Federal Minimum Wage Laws, and government rulings.
- G. Proposed changes in catering and a la carte prices must be submitted to the University for approval 30 days before the beginning of each semester in the academic year and before the beginning of the first summer session.

44. **Investment:**

- A. The contractor will provide an investment in the University's Campus Dining Program to fund capital improvements to the University's premises. The Investment will be disbursed on a schedule as agreed to by Contractor and University.

45. **Unrestricted Grant:**

- A. The University is interested in continued support of academics and scholarships. As such, the University desires the Contractor to offer an annual unrestricted grant to be used for the support of student aid and scholarships.
- B. The University requires a minimum commission of 23% as a percentage of revenue for each year of the contract for the meal plans.
- C. The proposed commissions offered by the Contractor should be calculated separate for the proposed catering commissions.

46. **Invoicing and Payment Requirements:** The contractor shall invoice the University on a weekly basis for the actual boarding patrons based upon the sliding scale charges as stated in the original bid submitted; payment to the contractor by the University shall be made monthly.
- A. The contractor shall be paid in accordance with the sliding scale charges at the total head count level for all plans. NOTE: in the event the summer head count exceeds the upper level of 100, the price per week, per level shall be negotiated between the contractor and Lincoln University.
 - B. The first billing of each semester shall be based on the number of boarding contracts in force as of the head count following the last day of registration each semester. All subsequent billings to the University shall be based on the boarding head count provided at the end of the meal service week.
 - C. The head count list provided to the contractor by the University shall include the names of students with numbers and the number of students that have been removed or added to the board contract plan since the previous report. The head count changes in the beginning of the semester due to disenrollment/payment deadline dates, then caps off with a constant figure.
47. **Payments:** The contractor shall make payments to the University on a monthly basis for retail sales, non-contract patrons, casual meals, unscheduled services, and proceeds from all other non-contract sales in accordance with applicable prices and percentages stated on the pricing page(s). The contractor shall provide documentation of gross proceeds and the invoice submitted to the University must reflect all applicable charges and rebates. The contractor's documentation shall include an itemized list of payment made by invoice number. The documentation must specify the type of payment (commission/rebate/utility/telephone, etc.) being made.
48. **Advance Payment:** No advance payment shall be made to the contractor by the University. Any other payment arrangements between the contractor and the University must be approved by the University.

**PART FOUR
GENERAL CONTRACTUAL REQUIREMENTS**

1. **Contract Period:**
 - a. The contract period shall be as stated on page one (1) of the Request for Proposal (RFP). Except as provided herein, the contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the stated contract period.
 - b. Lincoln University shall have the right, at its sole option, to renew the contract for five (5) additional one (1) year periods, or any portion thereof. In the event Lincoln University exercises such right, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.
2. **Contract Price:** All prices and percentages quoted by the contractor shall be firm and fixed for the contract period. The University shall neither pay nor be liable for any other additional costs. All prices for the renewal period shall remain the same unless the contractor provides sufficient justification as to why an increase is necessary. The University reserves the right to accept or reject or negotiate any increase.
3. **Contract Document:** The contract between Lincoln University and the contractor shall consist of: (1) the Request for Proposal (RFP), including the Terms and Conditions attached hereto, and (2) any amendment to the RFP, (3) the contractor's response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. Lincoln University reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor and such written clarification shall govern in the event of a conflict with the applicable requirement(s) stated either in the RFP or the contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The contractor is cautioned that his/her response shall be subject to acceptance without further clarification.
4. **Independent Contractor:** The contractor represents themselves to be an independent contractor offering such service to the general public and shall not represent themselves or their employees to be an employee of Lincoln University. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold Lincoln University, its officers, agents, employees, harmless from and against, any and all loss; cost (including attorney fees); and damages of any kind related to such matters.
5. **Coordination of Activities:** The contractor shall fully coordinate his or her activities in the performance of the contract with those of the University. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the University throughout the effective period of the contract.
6. **Required Provisions of Law:** Each and every provision of law and clause required by law to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted, or is not correctly inserted, and upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

7. **Temporary Suspension:** The contractor understands and agrees that the University shall not be responsible for any loss to contractor due to the temporary suspension of operation, regardless of the cause including, but not limited to, mechanical failure of equipment, power failure, weather conditions, force majeure, riots, or civil commotion.

8. **Performance Bond:**
 - a. The contractor must furnish to the Lincoln University Purchasing Office within fifteen (15) days after award of the contract and prior to the performance of any services required by the contract, a performance bond in the form of (1) an original bond issued by a surety company authorized to do business in the State of Missouri, (2) a cashier's check, or (4) a bank draft. No personal or company checks shall be accepted. The performance bond must be made payable to Lincoln University in the amount of \$150,000.00. The contract number and dates of performance must be specified in the performance bond. The contractor must maintain the validity and enforcement of the bond throughout the effective period of the contract.
 - b. In the event the University exercises an option to renew the contract for an additional period, the contractor shall be required to furnish the performance bond as provided above for any extended period under said option.
 - c. Any bid bond submitted by the contractor shall remain in force until such time as the contractor submits the required performance bond. When the performance bond is submitted, the bid bond shall be returned to the contractor. Failure by the contractor to submit the performance bond within the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the bid bond.

9. **Liabilities:**
 - a. The contractor agrees that Lincoln University shall not be liable for any damages or costs, or injury incurred by the contractor or his/her employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
 - b. The contractor shall be responsible for any and all injury or damage (including death) as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions of the contract.
 - c. The contractor shall agree to hold harmless Lincoln University, including its agents, employees, and assign, from any negligent act or omission committed by the contractor, any subcontractor or other person(s) employed by or under the supervision of the contractor under the terms and conditions of the contract and shall indemnify Lincoln University for all costs, expenses (including attorney fees), damages and payment arising out of such negligent acts.

10. **Subcontractors:** If approved by Lincoln University in writing, the contractor may subcontract for those services herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and Lincoln University and to ensure that Lincoln University is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind arising from a subcontract of any matters described in the contract between Lincoln

University and the contractor. The contractor shall expressly understand and agree that he shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services required by the contract shall in no way relieve the contractor of the responsibility for providing the equipment and services as described and set forth herein.

11. **Right to Terminate Contract:**

- a. Lincoln University reserves the right to terminate the contract at any time for the convenience of Lincoln University, without penalty or recourse by giving the contractor a written notice of such termination at least thirty (30) calendar days prior to termination. The contractor shall be entitled to receive compensation according to the terms of the terms of the contract for that work completed pursuant to the contract prior to the effective date of termination.
- b. Lincoln University reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.
- c. In the event that only one bid is received in response to this RFP, Lincoln University reserves the right to negotiate the terms and conditions, including price, as proposed in the sole offeror's bid. In addition, as part of such negotiations, the University requires supporting cost, pricing, and other data from the sole offeror in order to determine the reasonableness and acceptability of the bid.
- d. Lincoln University reserves the right to accept or reject any and all bids without any statement or reason thereof and to waive any non-conformities. Final acceptance shall be subject to the parties entering into a written agreement.

12. **Personnel:**

- a. Respondent understands and agrees that,
 - i. Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - ii. If Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if Lincoln University of Missouri has reasonable cause to believe that Contractor has knowingly employed individuals who are not eligible to work in the United States, Lincoln shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. Lincoln University of Missouri may also withhold up to twenty-five percent of the total amount due to the Contractor.
 - iii. Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - iv. Contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.
- b. Subcontractors. Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1) if the contract binding the contractor and

subcontractor affirmatively states that,

- i. the direct subcontractor is not knowingly in violation of RSMo 285.530 and,
 - ii. shall not henceforth be in such violation and,
 - iii. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- c. Affidavit of Work Authorization and Documentation. Pursuant to RSMo 285.530, Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by
- i. **submitting a completed, notarized copy of ATTACHMENT 2, AFFIDAVIT OF WORK AUTHORIZATION and**
 - ii. **providing documentation affirming Contractor's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed right to work in connection with the services requested herein.**
- d. E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder/company name and 2) a valid copy of the signature page completed and signed by the bidder/an authorized representative of (company name), the Social Security Administration, and the Department of Homeland Security - Verification Division.

**PART FIVE
BID SUBMISSION INFORMATION**

1. **Offeror's Contact:** All questions regarding the scope of work, bid process, etc., must be directed to **Damon Nunn, Director of Purchasing at (573) 681-5415.** Offerors must not contact other employees of the University concerning this procurement while the bid and evaluation are in process. Failure to abide by this requirement may result in disqualification of the offeror.
2. **Clarification of Requirements:** It is the intent and purpose of the University that this request permits competitive bidding. It shall be the offeror's responsibility to advise the Director of Purchasing, at the address noted on page one (1), if any language, requirement, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the University no later than ten (10) days prior to the bid close date. A review of such notifications will be made.
3. **Submission of Bids:**
 - a. Bids must be priced, signed, sealed, and received (with all necessary attachments) in the University's Purchasing Office by the closing date and time specified. Any form containing a signature line must be manually signed in blue ink and returned as part of the bid. Any bids received by the Purchasing Office after the exact closing date and time specified **shall not be opened and shall not be evaluated** regardless of the reason and mitigating circumstances related to its lateness or degree of lateness. **A facsimile or electronic mail (e-mail) transmission is NOT an acceptable response to this RFP and shall not be accepted.**
 - b. The offeror must respond to this RFP by submitting all data required herein in order for his/her bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a bid from further consideration for award of contract.
 - c. **Copies of Bids:**
 - i. The offeror is requested to submit an original signature bid and eight (8) copies of the original signature bid, for a total of nine (9) complete bids.
 - ii. The offeror is requested to submit two (2) USB capable devices containing an electronic copy of their proposal.
4. **Bid Bond:** The offeror must furnish a bid bond in the form of a certified check, cashier's check, or bank draft made payable to Lincoln University in the amount of ten thousand dollars (\$10, 000). The bid bond must accompany the bid. Personal or company checks will not be accepted. The bid bond shall remain in force until such time as the contractor submits a performance bond. When the performance bond is submitted, the bid bond shall be returned to the contractor. Failure by the contractor to submit a performance bond in the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the bid bond. The bid bond submitted by unsuccessful offerors will be returned immediately upon completion of the contract with the successful offeror.

5. **Non-Collusion Affidavit:** The offeror must complete, sign, and return as part of the offeror's bid the Non-Collusion Affidavit attached hereto as Attachment #1.

6. **Official Position:** The offeror is advised that the official position of the University is that position which is stated in writing and issued by the Purchasing Office as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

7. **Evaluation and Award of Contract:**
 - a. The contract shall be awarded to the "lowest and best" bid received in accordance with the evaluation criteria stated below. A contract award resulting from this request shall be made following the evaluation of all bids which are responsive to the terms, conditions, and specifications of the RFP. After determining that the bid satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of this bid in relationship to the published evaluation criteria shall be made by using subjective judgment. However, cost and rebate shall be evaluated objectively.
 - v. Cost..... 35%
 - vi. Experience and Reliability..... 20%
 - vii. Expertise of Personnel20%
 - viii. Proposed Method of Performance..... 20%
 - ix. Supplier Diversity.....5%
 - b. After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary, to clarify or verify the offeror's bid and to develop a comprehensive assessment of the bid.
 - c. Lincoln University reserves the right to consider historical information and fact, whether gained from the offeror's bid, question and answer conference, references, and any other source, in the evaluation process.
 - d. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the University is under no obligation to solicit such information if it is not included with the offeror's bid. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the offeror's bid.

8. **Cost Evaluation:** The cost will be evaluated based on the 750 level for the regular academic year and the 50 level for the summer session. The offeror must sign and return the pricing page and sliding scale charge schedules as part of the offeror's bid. Lincoln University reserves the right to evaluate other cost factors as deemed necessary.

9. **Offeror's Experience and Reliability:** The experience and reliability of the offeror's organization is considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
 - a. Offerors should at a minimum, submit references from three previous contracts of similar nature which include:

- i. The name, address, phone number of the client/contracting agency, and a representative of that client/agency who may be contacted for verification of all information submitted.
 - ii. Dates of the service/contract.
 - iii. A brief, written description of the specific prior services performed and the requirements thereof.
 - b. The offeror should identify how many and which contracts maintained by the offeror, both previous and current, have been renegotiated either during or following the year of the contract. For each such contract, the offeror should indicate when the renegotiation occurred, whether a provision for renegotiation was included in the contract, and why renegotiation was necessary.
 - c. The offeror must submit a copy of the offeror's most recent audited financial report. Such reports must not be more than twelve (12) months old at the time of submission. The offeror must also provide financial statements from the last three (3) years of operation. Such statements must include, as a minimum, a consolidated balance sheet and income statement for each such year.
10. **Expertise of Personnel:** The qualifications of the personnel proposed by the offeror to perform the requirements of the **RFP** will be considered in the evaluation. Therefore, the offeror must submit detailed information related to the experience and qualifications of the staff proposed.
 - a. The offeror must provide a resume including references detailing educational qualifications and previous work assignments as may relate to this RFP for key personnel to be assigned to the University's food service operation.
 - b. If staff is not yet hired, the offeror shall provide:
 - i. Detailed descriptions of the required employment qualifications and
 - ii. Detailed job description of the position to be filled, including the type of individual proposed to be hired.
 - iii. NOTE: The offeror is advised to review the Personnel Requirements contained in the Scope of Work in this RFP.
 - c. The offeror must submit a copy of all licenses and/or certifications which may be required by state, federal and local law, statute or regulation in the course of performance of his/her profession.
11. **Proposed Method of Performance:**
 - a. Bids will be evaluated based on the offeror's distinctive plan for performing the requirements in the Scope of Work. Since the evaluators have already read the Scope of Work specifications as described in the RFP, it is not necessary for the

- offeror to repeat the exact RFP language, or to present a paraphrased version, as an original idea for a technical approach.
- b. The offeror shall present a written narrative which demonstrates the method or manner in which the offeror proposed to satisfy the requirements of the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, and a proposed plan of action.
 - c. The method by which the proposed method of performance is written is left to the discretion of the offeror; however, in presenting the proposed method of performance, the offeror is required to provide each of the following:
 - i. A specific approach and plan to implement and maintain a food service program for the University, including creative ideas and plans above and beyond the minimum specifications contained in the RFP.
 - ii. Information describing the offeror's capabilities to provide food service at special functions, including gourmet-type catering services for events on and off campus. The offeror should include, as a minimum, sample menus, portions to be served, and prices applicable to such events.
 - iii. A daily and weekly schedule that sets forth all cleaning and maintenance activities which shall be performed in accordance with the Cleaning Requirements contained in the Scope of Work.
 - iv. The offeror must discuss in detail their proposed Marketing Plan.
 - v. The offeror must provide a description of their internal accounting program to include, at a minimum:
 - 1. Method of recording, checking and reporting sales;
 - 2. Internal control of cash handling;
 - 3. Proposed accounting forms used with a detailed explanation of each and their importance;
 - 4. Proposed accounting period, minimum twelve (12) annually.
 - iv. The offeror must provide a description or sample training program for all employees, supervisors and managers.
 - v. A four-week sample menu must be submitted with the bid.
 - d. The offeror must provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the project leader to management and to support personnel shall be clearly illustrated.
 - e. The offeror should provide any other information deemed relevant by the offeror which should be considered in evaluating the offeror's performance.
 - f. The offeror should provide information relating to renovation monies to be made available for the upgrade of the food service facilities.

PRICING PAGE

The offeror must provide pricing information as specified below to provide campus dining services at Lincoln University in accordance with the terms, conditions, and provisions of this bid.

1. **Regular School Year Contract Boarding Patrons:** The offeror must state a firm, fixed price per year per contract patron for the regular school year for each of the following meal plans at the 750 level. In addition to the 750 level below, the offeror **MUST** provide firm, fixed sliding scale charges in intervals of twenty-five (25) with a beginning point of 200-225 and an upper level of 975-1000. This information must be provided on a separate schedule submitted with the bid.
 - a. Unlimited (U) meal plan: \$ _____ firm, fixed price per year, per 750 level.
(Any 19+ meals per week)
 - b. Nineteen (19) meal plan: \$ _____ firm, fixed price per year, per 750 level.
(Any 19 meals per week)
 - c. Fourteen (14) meal plan: \$ _____ firm, fixed price per year, per 750 level.
(Any 14 meals per week)
 - d. Ten (12) meal plan: \$ _____ firm, fixed price per year, per 750 level.
(Any 12 meals per week)
 - e. Ten (10) meal plan: \$ _____ firm, fixed price per year, per 750 level.
(Any 10 meals per week)
 - f. Five (8) meal plan: \$ _____ firm, fixed price per year, per 750 level.
(Off campus students only)

2. **Summer Session Contract Boarding Patrons:** The offeror must state a firm, fixed price per week, per contract patron for the summer session for a ten (10) and a fourteen (14) meal plan at the 50 level. In addition to the 50 level below, the offeror must provide firm, fixed sliding scale charges in intervals of twenty-five (25) with a beginning point of 0-25 and an upper level of 100. This information must be provided on a separate schedule submitted with this RFP.
 - a. Fourteen (14) meal plan: \$ _____ firm, fixed price per week, per 50 level.
(Any 14 meals per week)
 - b. Ten (10) meal plan: \$ _____ firm, fixed price per week, per 50 level.
(Any 10 meals per week)

3. **Faculty and Staff Meal Program:** A cash and carry meal plan for the faculty and staff, with the ability to add to the cards and carry the difference forward from week to week. This program will allow faculty and staff to purchase a meal plan for 5-10 meals per week.
 - a. Five (5) to ten (10) meal plan: \$ _____ firm, fixed price per week.

NOTE: BIDS RECEIVED WITHOUT A COMPLETE SLIDING SCALE BREAKDOWN WILL NOT BE CONSIDERED FOR AWARD.

**PRICING PAGE
(Continued)**

4. **Rebates:** The offeror must state firm, fixed percentages of gross receipts from all snack bar sales, cafeteria cash sales, catering special events and other non-contract sales which the offeror proposes to return to the University. The offeror is advised that a minimum of twenty percent (20%) is required.

a. _____ % firm, fixed percentage of gross receipts which shall be returned to the University.

5. **Partial Service Days:** The offeror shall state firm, fixed percentage of charges for partial service days at the beginning or end of an academic term or vacation period shall be based on a fraction of the contract rate as follows:

a. Breakfast _____ % of rate

b. Continental Breakfast _____ % of rate

c. Breakfast & Lunch _____ % of rate

d. Lunch & Dinner _____ % of rate

e. Dinner _____ % of rate

f. Brunch _____ % of rate

6. **Casual Meals:** The offeror shall state firm, fixed prices for guest meals served in the dining facilities. Prices shall not include any applicable tax.

a. Breakfast \$ _____

b. Continental Breakfast \$ _____

c. Lunch \$ _____

d. Dinner \$ _____

e. Steak/Gourmet Dinner \$ _____

f. Meal of the Month \$ _____

PRICING PAGE
(Continued)

7. **Unscheduled Service Charges:** For services not included in the resident dining rate such as: Freshman Orientation, Thanksgiving Break, Christmas Break, Spring Break, and periods before contract feeding starts, the contractor shall provide specified meals at the summer board rate. There shall only be service when there are twenty-five (25) or more participants unless other arrangements are mutually agreed upon by the contractor and the University. Confirmation of needed services will be made by the Director of Housing to the Director of Auxiliary Services not later than two weeks prior to the holiday break.

8. **Options:** The offeror may substitute optional pricing information for other options proposed. Such pricing must be clearly identified as an "Optional Bid".

ATTACHMENT #1

State of _____

County of _____

NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being collectively referred to as the Offeror), being duly sworn, on his oath says that to the best of his belief and knowledge no person, firm or corporation, nor any person duly representing the same joint and participating in the submission of the foregoing bid, has directly or indirectly entered into any arrangement or agreement with any other offerors, or with any public officials of the State of Missouri, or any employee thereof, or any person, firm or corporation under contract with the State of Missouri, whereby the Offeror, in order to induce the acceptance of forgoing bid by said State of Missouri, has paid or is to pay to any other offeror or to any of the aforementioned persons any sum of money or has given or is to give to any other offeror or to any of the aforementioned persons any sum of money or has given or is to give to any of the aforementioned person anything of value whatever, and that the offeror has not, directly or indirectly, entered into any arrangement or agreement with any other offeror or offeror which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.

Name and Title

Company

Date

Subscribed and sworn to before me, a Notary Public in and for said County and State, on this _____ day of _____

Witness my hand and Notaries Seal.

My commission expires:

Notary Public

**ATTACHMENT #2
AFFIDAVIT OF WORK AUTHORIZATION**

Comes now _____ as _____ first being duly
(NAME) (OFFICE HELD)

sworn on my oath, affirm I _____ is enrolled and will continue to
(COMPANY NAME)

participate in a federal work authorization program in respect to employees that will work

in connection with the contract services related to _____ for the duration of
(BID NUMBER)

the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that

_____ does not and will not knowingly employ a person who is an
(COMPANY NAME)

unauthorized alien in connection with the contracted services related to _____
(BID NUMBER)

for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature (person with authority) Printed Name

Title Date

Subscribed and sworn to before me this _____ of _____ I am
(DAY) (MONTH, YEAR)

Commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____
(NAME OF STATE) (DATE)

Signature of Notary Date

Attachment #4

**Tentative Schedule for
RFP # B23-1222 Campus Dining Services**

It is the intent of Lincoln University to follow the below schedule during this Request for Proposal Process. The schedule below is for planning purposes only and is subject to change without notice:

DESCRIPTION OF EVENT	DATE(S)	LOCATION
RFP Issued	June 18, 2023	Purchasing
Pre-proposal Conference (Site Tour)	June 30, 2023	Young Hall 820 Chestnut Street Room 300, Jefferson City, MO 65101
Proposals Due	July 27, 2023	Purchasing Shipping and Receiving 1002 Chestnut Street, Jefferson City, MO 65101
Proposals Screened	July 28, 2023	Purchasing
Proposals Issued to Evaluation Committee w/Instructions	July 31, 2023	Meeting will be scheduled (TBD), Purchasing
Evaluation Committee Review & Ranking of Proposals	August 3, 2023	
Rankings Due to Chairperson	August 4, 2023	Purchasing
Oral Presentations Scheduled w/ Offeror(s)	August 7-8, 2023	TBD
Evaluation Committee Re- Evaluate Contractors & Re-Rank	August 16, 2023	Turn in to Purchasing
Evaluation Committee Make Selection of Offeror	August 28, 2023	Meeting will be scheduled (TBD), Purchasing
Negotiations Scheduled	August 30, 2023	
BAFO	September 4, 2023	
Notice of Award or Intent to Award is Issued /Posted	September 15, 2023	
Contract Issued to Contractor	September 18, 2023	
Period of Contract (start date)	January 2, 2023	

ATTACHMENT #4
LINCOLN UNIVERSITY
PURCHASING DEPARTMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by **Lincoln University**. Lincoln University is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed proposals by Lincoln University in its office.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of Lincoln University. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and return with the sealed proposal **prior to** the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by Lincoln University to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and returned by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Lincoln University.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The offeror shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the offeror and Lincoln University.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise Lincoln University if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc., must be directed to the buyer from Lincoln University, as indicated on the first page of the RFP. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received by Lincoln University less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of Lincoln University is that position which is stated in writing and issued by Lincoln University in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Lincoln University monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on Lincoln University's Purchasing Department webpage. E-mail notifications will be sent to potential offerors at the current address maintained on the vendor registration file in Lincoln University's Purchasing Department. Any subsequent amendment to an RFP shall be e-mailed to the same address as the original RFP unless otherwise notified.
- f. Lincoln University reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. The following is only applicable to state agencies and political subdivisions submitting a proposal. In the event that the offeror is an agency of Lincoln University or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between Lincoln University and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new and of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. A proposal submitted by a offeror must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the Purchasing Department at Lincoln University located at 1002 Chestnut Street and officially clocked in no later than the exact opening time and date specified in the RFP. It shall be the responsibility of the offeror to ensure their proposal is in the Purchasing office no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal may only be modified or withdrawn by signed, written notice which has been received by Lincoln University prior to the official opening date and time specified. A proposal may also be withdrawn or modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a proposal shall not be honored.
- d. Offerors must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- e. Electronic submission of proposals shall not be accepted. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the proposals shall not be disclosed.
- b. Proposals which are not received by Lincoln University prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri, and to all firms, corporations of individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a offeror but not reflected on the pricing page shall be subject to evaluation if deemed by Lincoln University to be in the best interests of Lincoln University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit Lincoln University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in a RFP, Lincoln University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, Lincoln University reserves the right to waive any minor irregularity or technicality found in any individual proposal.

- f. Lincoln University reserves the right to reject any and all proposals.
- g. When evaluating a proposal, Lincoln University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- i. Any award of a contract shall be made by written notification from Lincoln University to the successful offeror. Lincoln University reserves the right to make awards by item, group of items, all or none, or a combination thereof on a geographic and/or statewide basis with one or more suppliers. The grouping of items awarded shall be determined by Lincoln University based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Lincoln University.
- j. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- k. Lincoln University reserves the right to request written clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP and any exhibits or amendments thereto, (2) the contractor's response (proposal) to the RFP including the contractor's best and final offer and (3) Lincoln University's acceptance of the response (proposal) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized Purchase Order or other approved form of authorization.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and Lincoln University or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

10. INVOICING AND PAYMENT

- a. Lincoln University does not pay state or federal taxes unless otherwise required under law or regulation.
- b. Each invoice submitted must reference the contract or purchase order number and must be itemized in accordance with items listed on the purchase order and/or contract. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the written consent of Lincoln University.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. Lincoln University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by Lincoln University shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. Lincoln University reserves the right to purchase goods and services using the Lincoln University Purchasing Card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by Lincoln University pursuant to a contract shall be deemed accepted until the University has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. Lincoln University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. Lincoln University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by Lincoln University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of Lincoln University's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of Lincoln University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by Lincoln University of any existing or future right and/or remedy available by law in the event of any claim by the Lincoln University of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to Lincoln University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with Lincoln University.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Lincoln University may cancel the contract. At its sole discretion, Lincoln University may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide Lincoln University within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Lincoln University will issue a notice of cancellation terminating the contract immediately.
- c. If Lincoln University cancels the contract for breach, Lincoln University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Lincoln University deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon Lincoln University for any period in which funds have not been appropriated, and Lincoln University shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any written notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify Lincoln University immediately.
- b. Upon learning of any such actions, Lincoln University reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless Lincoln University, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or, veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, Lincoln University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all contractor's lists issued by the division until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.