

Porter Khouw Consulting, Inc.

Request for Proposal - 6792

for East Tennessee State University

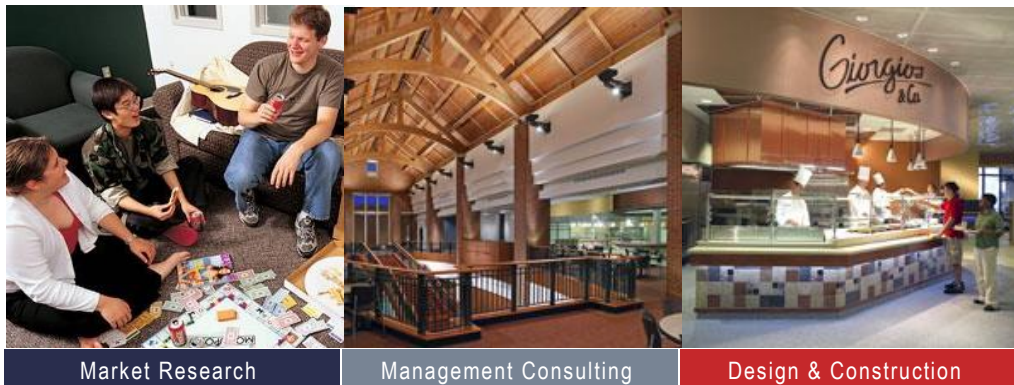
Johnson City, Tennessee

DATE ISSUED:

January 26th, 2016

DATE PROPOSAL DUE:

March 11th, 2016 – 2:00 p.m. EST



Market Research

Management Consulting

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Table of Contents

SECTION A: FOODSERVICE PROGRAM	1
1. Introduction	1
1.1 General Information	1
1.2 Calendar of Events	4
1.3 Organization of Proposal Document	5
2. Background and Planning Information	6
2.1 General University Information	6
2.2 Administration Of Campus Dining Services	8
2.3 Remuneration	9
2.4 Responsibilities of Each Party	9
3. Base Proposal Residential Dining Operations	11
4. Anytime Dining & Retail Operations (Fall 2016 – Spring 2019)	15
4.1 The Market Place (Fall 2016 – Spring 2019)	15
4.2 The Treehouse	21
4.3 Retail Operations	22
4.4 Atrium Food Court	23
4.5 The Cave Starbucks	28
4.6 Sherrod Library Einstein Bros.	29
4.7 Buc-Stop C-Store	30
4.8 Subway	31
4.9 Garage C-Store	33
4.10 Freshens at the CPA	34
4.11 Camps and Conferences	35
4.12 Stadium & Sporting Concessions	40
4.13 Catering Program	41
5. Anytime Dining & Retail Operations (Fall 2019 – Spring 2026)	43
5.1 The New D.P. Culp Dining/Learning Commons	43
5.2 The Treehouse	44
5.3 The Market Place	44
5.4 Atrium Food Court	44
5.5 The Cave Starbucks	44
5.6 Sherrod Library Einstein Bros.	44

5.7	Buc-Stop C-Store	45
5.8	Subway	45
5.9	Garage C-Store	45
5.10	Freshens at the CPA	45
5.11	Summer Camps and Conferences	45
5.12	Catering Program	45

SECTION B: RFP INSTRUCTIONS 46

1.	RFP Instructions.....	46
1.1	Introduction	46
1.2	Confirmation Of Receipt Of RFP Document.....	47
1.3	Examination Of Contract Documents (RFP) & Current Facilities.....	47
1.4	Pre-proposal Conference	47
1.5	Addenda Questions And Responses	48
1.6	Preparation Of Proposal Response.....	48
1.7	Delivery of Proposal Response	48
1.8	Performance Bond.....	50
1.9	Proposal Deadline	50
1.10	Receipt and Opening of Proposal	50
1.11	Withdrawal of Proposal Response	50
1.12	Proposal Evaluation and Methodology.....	50
1.13	Visits to Bidders' Facilities	52
1.14	Negotiations With Bidders	52
1.15	Award of Contract.....	52
1.16	Ethics in Contracting.....	52
1.17	Independent Contractor Relationship.....	53
1.18	Execution of Contract	53
1.19	Subcontracts.....	53
1.20	Labor.....	53
1.21	Student Employees	53
1.22	General Requirements & Contracting Information	54

SECTION C: PROPOSAL SUBMITTAL REQUIREMENTS 60

1.	Introduction	60
ATTACHMENT 1	Proposal Document Receipt Acknowledgment	61
ATTACHMENT 2	Acknowledgment of Addenda	62

ATTACHMENT 3	Contractor's Performance Bond	63
ATTACHMENT 4	Minority/Ethnicity Form	65
ATTACHMENT 5	Vendor Application Form & Instructions	67
ATTACHMENT 6	Proposal Transmittal & Statement of Certification	71
ATTACHMENT 7	Technical Evaluation Proposal Guide	72
ATTACHMENT 8	Financial Proposal & Instructions	74
ATTACHMENT 9	Vendor Product Accessibility Statement & Documentation	78
ATTACHMENT 10	Accessibility Conformance and Remediation Form	80
2.	Technical Proposal	82
2.1	Residential and Retail Operations	82
2.2	Management Organization	90
2.3	Labor and Training Practices.....	91
2.4	Sanitation and Safety	92
2.5	Sustainability.....	92
3.	Financial Proposal	95
3.1	Cost Information and Financial Statements	95



SECTION A: Foodservice Program

1. Introduction

1.1 General Information

- 1.1.1 This Request for Proposal (RFP) which includes all instruments, attachments and appendices hereto is for the management of the campus foodservices at East Tennessee State University's campus in Johnson City, Tennessee.
- 1.1.2 East Tennessee State University (University/ETSU) has retained Porter Khouw Consulting, Inc. (PKC), an independent, fee-based foodservice management consulting and design firm, to develop, facilitate and manage the RFP process. Operational and programmatic plans have been conceived for the campus following research, analysis and extensive discussions among East Tennessee State University officials and administrators. The University expects the Contractor to work cooperatively with the University to implement the varied program and facility changes that have been defined in the master plan and approved by East Tennessee State University.
- 1.1.3 The University's has issued this Request for Proposal (RFP) to define the University's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the University's process for evaluating proposals and selecting the successful Bidder. Through this RFP, University seeks to obtain the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, or women-owned an opportunity to do business with the University as contractors and subcontractors. The primary objective is to provide a high level of foodservice which reflects the University's emphasis of community between students, faculty, and staff.
- 1.1.4 It is important that the Bidder understand fully what the University seeks in its dining program and from the company engaged to manage that program. The University desires a dining program that provides exciting and energized venues and a high level of service and consistency with each and every meal.
- 1.1.5 In the broadest sense, this RFP seeks to establish a contract for such foodservice facilities owned or operated by East Tennessee State University which will provide to students, staff, faculty, alumni and visitors with a foodservice operation reflective of the University's goals and philosophy. East Tennessee State University desires to provide its students with a full, well-rounded experience, inclusive of learning and living as a community. Foodservices must provide quality and value to the campus while offering opportunities for students and faculty to share experiences outside of the classroom. Contractor will purchase, prepare and serve food and food products and provide balanced meals for the East Tennessee State University students, faculty, staff and guests on such hourly schedules as may be established by the University.
- 1.1.6 The Contractor must perform to the satisfaction of the University and be subject to the supervision and control of the University's Contract Administrator.
- 1.1.7 The program should anticipate and react to the changing life styles, health habits and food preferences of students throughout the life of this contract.
- 1.1.8 East Tennessee State University expects the Contractor to operate its dining services so that the highest degree of professionalism can be achieved in the delivery of foodservices within an economic structure that is desirable for both the University and the Contractor.



- 1.1.9 The University requires a reasonable financial return from campus foodservice operations in order to provide for coordination and planning, utilities, maintenance and improvement of facilities, facility renovations and any equipment depreciation and replacement.
- 1.1.10 The University seeks to have a relationship with the Contractor that allows it to implement the foodservice plan for evolving facilities, services, and programs.
- 1.1.11 Professional management, commensurate with the level of service desired by the University, is an important consideration when preparing a response to this document. East Tennessee State University seeks a Proposal which reflects the professional management abilities of the Contractor striving to meet the institution's goals and specifications.
- 1.1.12 The Bidder is invited to submit optional service and program proposals they wish to be considered that are beyond these RFP's basic submittal requirements (See Section C:3, Financial Proposal). This supplemental information must be included as a separate section of the proposal response. However, the basic required information *must be* submitted, regardless of whether or not optional proposals are submitted.
- 1.1.13 The Bidder is cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. The Bidder must submit a complete response to the RFP in the format detailed by the specifications.
- 1.1.14 This RFP requires a complete response from the Bidder in the following categories:
- ◆ Proposal Document Receipt Acknowledgment (see Section C: Proposal Submittal Requirements).
 - ◆ East Tennessee State University Required Documents (see Section C: Attachments)
 - ◆ All other narrative descriptions, forms and charts as requested in this document.
 - ◆ A technical proposal describing the Bidder's proposed plan for operating the dining services called for in the specifications.
 - ◆ A financial proposal based on the base bid requirements, submitted separately from the technical proposal.
 - ◆ Base Proposal quotation based on the specifications (required).
 - ◆ Optional Proposal (not required).
- 1.1.15 The proposal must follow the chronology of the RFP.
- 1.1.16 Bidder's proposal is to be based on providing the personnel and service to manage, operate, direct, supervise and promote East Tennessee State University's dining services to the best of its ability as set forth in the specifications of the contract during the term of the contract.
- 1.1.17 It is the intention of the University to enter into a ten (10) year contract with a selected Bidder. The initial term for contract services in the Mandatory Base Proposal will be for three (3) years with a mandatory Review and Renegotiation Process ("Review and Renegotiation Process") following the third year with the successful Bidder.

The mandatory Review and Renegotiation Process will be necessary to ensure the successful transition of services and support once a newly renovated and expanded dining venue is opened on or around the fall semester of 2019. As a result of the Review and Renegotiation Process, the University may modify and/or change the dining program and operations to best suit its needs and the needs of the community based on the final design and functionality of the new dining facility. The Review and Renegotiation Process may include but will not be limited to restructuring the hours of operations, venues, concepts, menu variety and selection, staffing and labor, services, meal plans and methods of payment.



At the time of the mandatory Review and Renegotiation Process, the University will enter into incumbent-only renegotiations. If the Contractor and University are able to successfully renegotiate the Contract, the Contract will be extended an additional five (5) years with the option of two (2) one (1) year extensions to be exercised at the sole discretion of the University, for a total of ten (10) years. If the Contractor and the University are not able to successfully renegotiate the terms of the contract then the University reserves the right to terminate the contract and competitively re-bid the foodservice operations.

The Bidder must acknowledge and comply with the contracting term as set forth above; however given the needs of the University, the Bidder is welcome to propose different contract terms in an alternate bid proposal so long as the base bid requirements are met.

All mandatory base bid proposals must be based on the proposed plan identified in Section A of this RFP.

1.1.18 For purposes of clarity during the RFP process, the following definitions will apply:

"A La Carte Dining" - Customers pay separately for each menu item that is priced as such (A La Carte).

"Anytime Dining" - Anytime Dining describes a venue where a customer is offered unlimited access and continuous all-you-care-to-eat service at this venue.

"Base Proposal" - A required proposal that contains all, but is not limited to the recommended programming guidelines established in Section A 3.0 and 4.0.

"Bidder" – Foodservice Management Company interested in submitting a proposal for this RFP opportunity.

"Contractor" – The foodservice management company which is selected as the awardee to operate the foodservice operations at the University.

"CPI" – Regional consumer price index, food-away-from-home, calculated December to December.

"Dining Dollars" – Dining Dollars associated with the meal plans. Dining Dollars may be spent at any on campus retail dining operation.

East Tennessee State University "Major Equipment" – Equipment valued at above \$500.

"Fiscal Year" - East Tennessee State University's fiscal year, sometimes abbreviated as FY, which extends from July 1 to June 30.

"PKC" - Porter Khouw Consulting, Inc. (PKC), an independent consulting firm with headquarters office in Crofton, Maryland, its staff, and its officers. PKC is a paid East Tennessee State University consultant participating in the foodservice Request for Proposal process.

"Smallwares" – China, glassware, silver, plates, kitchen utensils, flatware trays and catering service ware.

"Small Expendable Equipment" - Items used in the preparation of food such as pots, pans, toasters, etc., with a per-item invoice cost of less than Five Hundred Dollars (\$500).

"University" - East Tennessee State University, its students, faculty, staff, alumni, visitors, and its officers.



1.2 Calendar of Events

The following Schedule of Events represents the Institution's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., EST.

RFP 6792 SCHEDULE OF EVENTS		
NOTICE: The Institution reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The Institution will communicate any adjustment to the Schedule of Events to the potential Proposers		
EVENT	TIME	DATE (all dates are Institution business days)
1. Institution Issues RFP		1/26/16
2. Disability Accommodation Request Deadline		2/3/16
3. Pre-proposal Conference/Tours of ETSU Food Service Facilities (Mandatory)	<u>10:00 a.m. EST</u>	2/11/16
4. Written Comments/Questions Deadline	<u>4:00 p.m. EST</u>	2/12/16
5. Institution Responds to Written Comments/Questions to Bidders		2/18/16
6. <u>Proposal Deadline</u>	<u>2:00 p.m. EST</u>	<u>3/11/16</u>
7. Institution Completes Technical Proposal Evaluations/Final Presentation & Interview		3/21/16
8. Institution Opens Financial Proposals and Calculates Scores		3/22/16
9. Finalists Interviews		3/25/16
10. Institution Submits Questions to Finalists		3/29/16
11. Finalist Response to Questions Deadline		4/4/16
12. Institution Issues Intent to Award Letter <u>and</u> Opens RFP Files for Public Inspection for seven calendar days		4/6/16
13. Performance Bond <u>and</u> Certificate of Insurance Deadline for Successful Proposer		4/7/16



14. Expected Award of Contract		4/15/16
15. Estimated Contract Effective Date		7/1/16

1.3 Organization of Proposal Document

SECTION A: Foodservice Program

Provides a description of foodservice operations at East Tennessee State University, noteworthy actions that will change the existing foodservices, and operating requirements.

SECTION B: RFP Instructions

Provides details of the schedule, the selection process and information about the RFP Document Review Meeting and subsequent activities.

SECTION C: Proposal Submittal Requirements

Defines proposal submittal requirements based on descriptions of services and facilities in Section A, and explains what other information and forms ("Attachments") are required to be submitted by Bidder.

SECTION D: Appendices

APPENDIX 1	Draft Management Contract
APPENDIX 2	Academic Calendar Year
APPENDIX 3	Food Specifications
APPENDIX 4	Financial Template
APPENDIX 5	Anytime Dining Plans (Starting Fall 2016)
APPENDIX 6	General Background Data
APPENDIX 7	Hours of Operation
APPENDIX 8	Proposed Seating/Layout Modifications

Contractor warrants that both in submission of its proposal and performance of any resultant purchase order or contract, Contractor will comply with all applicable federal, state and local laws, and the University's policies and rules.



2. Background and Planning Information

2.1 General University Information

East Tennessee State University is part of the Tennessee Board of Regents (TBR) System. Last fall the University's enrollment exceeded 14,600, of which 11,400 are undergraduate. The University traditionally gets approximately 75% of its students from the counties comprising the Upper East Tennessee area. Currently about 2,800 students live on campus while there is capacity for approximately 3,014 residential students. In addition, the University has approximately 2,200 full time faculty and staff.

The 204 acre Main Campus is generally defined by State of Franklin Road to the north, University parkway to the east, J.L. Seehorn Jr. Road to the south and South Greenwood Drive to the west. The Main Campus study area also includes approximately 148 acres of outlying University-owned land to the south of J.L. Seehorn Jr. Road. The University occupies a total of approximately 64 buildings on the Main Campus.

The James H. Quillen College of Medicine, Physical Therapy Program and Audiology labs, and the College of Pharmacy, are located on the 250-acre VA Mountain Home Campus, in a group of buildings on a site generally defined by West Main and Lamont Street to the north, the VA Administration and a new nursing home and domiciliary facilities to the east, the Southern Railroad to the south and the Johnson City Medical Center to the west. The University's Medical School currently occupies 10 of the buildings on the site. A 35 year enhanced use lease agreement between the Veterans Administration and ETSU Medical School increased the Division of Health Sciences presence on the VA Mountain Home Campus with full occupancy of 31 acres and ten buildings. This lease was signed on December 17, 1998.

In addition to the University complex comprised of the Main Campus and VA Mountain Home Campus, the University also maintains six other campuses in the region: ETSU at Kingsport Downtown, Kingsport University Center, Marshall T. Nave Center in Elizabethton, ETSU at Sevierville, ETSU at Valleybrook, and ETSU at Strawberry Plains. The ETSU Clinical Education Facility is located on State of Franklin Road west of the Main Campus. Other clinical Education facilities are located in the Kingsport Family Practice Center, Kingsport Internal Medicine, Johnson City Family Practice and the Bristol Family Practice Center. Other clinical education facilities are located at twelve clinics throughout East Tennessee. The East Tennessee State University and General Shale Brick Natural History Museum and Visitor Center located in Gray, Tennessee opened in August 2007.

Over the next five to ten years the University will be enhancing the facilities and services that are provided to the entire campus community. The following plan illustrates some of the proposed changes and improvements for the ETSU Main Campus.

- ◆ **DP CULP RENOVATION** – The DP Culp Student Center has plans for a major renovation to upgrade and reallocate space for student activities, functions, access and especially foodservice. It is anticipated that the newly renovated DP Culp center will be completed and open to the public by the start of the fall semester 2019. The goal for this project is to create a new central destination on campus where students, faculty, staff, and visitors can come together to engage in meaningful interactions. One of the primary roles for this new venue will be to serve as a central location for the dining program.
- ◆ **SHERROD LIBRARY** – Rapid changes in pedagogy, student learning habits, and the delivery of library collections and services necessitate a renovation of the existing Sherrod Library building. Book stack spaces will be compressed to allow a redesign for a flexible mix of collaborative, individual, and technology-enhanced study spaces. Changes in library offices will similarly free up floor space for student and faculty use and facilitate



collaboration with and among library workers. New spaces would also allow space for dedicated faculty collaboration and teaching and learning support.

- ◆ LAMB HALL - Lamb Hall, a major academic building that serves more than 1700 students and faculty in the College of Clinical and Rehabilitative Health Sciences and the College of Public Health will be renovated and an addition building annex constructed to meet academic program needs. The College of Public Health includes three departments and offers undergraduate, graduate, and doctoral programs. It was the first accredited college of public health in the state of Tennessee and houses the Tennessee Public Health Institute. As a result of the focus on this globally critical subject, the College has experienced the development of new academic programs, expansion of research funding and staffing. The College of Clinical and Rehabilitative Sciences is one of the fastest growing colleges at ETSU as it offers critical healthcare workforce programs with entry at the bachelor's level, graduate programs, and doctoral programs. Clinical and Rehabilitative Health Sciences also facilitates transfer from associate degree allied health programs from across the state for baccalaureate degree completion. The renovation will include classrooms, multi-media classrooms, class laboratories, and research facilities to accommodate these two growing colleges.
- ◆ FINE ARTS – The University is beginning construction of a new \$41,000,000 Fine and Performing Arts Center. The main performance hall is currently projected for 750 seats, but the university is negotiating with the City for funding to increase the seating to a maximum of 1,300 seats. In addition, the facility will include a 300 seat recital hall, black box theatre, dance hall, art gallery and various supporting offices.
- ◆ MILLENNIUM CENTER – The new Fine and Performing Arts Center is being built next to the Millennium Center, a facility owned by the City and is currently used for meetings and small conventions. The facility contains a kitchen and caters all events within the facility. It is expected that the Millennium Center will host pre event functions for events being held in the Fine and Performing Arts Center. The University is currently negotiating with the City to take over the operations of the Millennium Center. Should these negotiations come to fruition, it is anticipated that the successful Bidder will also become responsible for all food services within the Millennium Center. Currently there is no timetable to when the negotiations may be complete or if they will be successful.
- ◆ ATHLETICS - The recommended Athletic improvements reinforce the ambitious effort by ETSU to build athletic facilities that will set the foundations for future excellence. Further development of the Soccer Complex and Tennis Center, as well as the proposed Football Stadium and Track & Field Facility, take advantage of the underutilized western third of the existing campus plan. The siting of these facilities takes advantage of the existing topography to enhance their presence and reduce construction costs. Design also resolves drainage issues, which have plagued this end of campus. The Proposed Football stadium straddles a valley on the southwest end of the campus, with spectator seating build largely on hillsides, thereby reducing structural costs. The complex includes a maximum build out of 12,000 seats along with premium sky boxes, concessions and hospitality areas and a field house.
- ◆ HOUSING - Previously planned housing upgrades and expansions were completed by the end of 2013 yielding a total bed count of approximately 3,100. Building plans for future housing include a Greek Village and redevelopment of west side campus housing, as well as adding community building spaces that promote social and academic interaction and support.

Over the next three (3) years, the University will be making significant changes to the overall dining program, meal plans, hours of operations, menu offerings, concepts, and facilities particularly within the DP Culp Center. It is imperative that the Bidder clearly understand the vision and goals and timeline of the University related to this program in order to provide the optimum dining services at all locations throughout this campus wide transition. The goal of this RFP is to establish a new dining program that creates an environment, centered around dining, that encourages and facilitates the students, faculty, staff, and visitors, to come together in a healthy and safe environment, that will encourage positive relationships and support improved student retention and social interaction. In this manner the Bidder will be able to better meet the dining needs of students and create compelling value that will serve as distinction for the University among its cross applicant institutions.



This RFP outlines the optimum dining program for the future operations based on the current iteration and intent, however due to the design and construction process for the future dining facility some of the program elements and concepts identified in this RFP may need to be modified once the new dining facility is opened. It is for this reason that there will be a mandatory Review and Renegotiation of the management agreement during the third year of the contract to ensure that both the University and the awarded Contractor are able to fully anticipate and plan for the transition of the dining operations once the new dining facility is open.

The University is committed to working with the awarded Contractor to come to an agreement through the Review and Renegotiation process, however if the University and the Contractor are unable to come to an agreement then the University reserves the right to terminate the remaining seven years of the contract and competitively re-bid the foodservice management agreement.

2.2 Administration Of Campus Dining Services

The Contract Administrator will have administrative responsibility for all campus foodservices under any contract awarded from the RFP process. The Vice President for Finance and Administration or his designee shall serve as the foodservice Contract Administrator along with other staff that may be deemed appropriate to be responsible for administering this contract on a day-to-day basis on behalf of East Tennessee State University. Any major proposed changes to the foodservice program or contract, including but not limited to, days and hours of operation of foodservice venues, pricing, meal plan changes, and major staffing, shall be approved in writing by the Vice President for Finance and Administration. The administration of the contract on a day-to-day basis will include, but not be limited to, the following:

- 2.2.1 Reviewing and directing the foodservice Contractor;
- 2.2.2 Monitoring the financial performance of all foodservice outlets and programs;
- 2.2.3 Verification mechanism in place to assure accurate financial reporting and payment;
- 2.2.4 Overseeing physical plant requirements such as equipment replacement, capital improvement projects, and alternative space improvements.
- 2.2.5 Reviewing the annual budget for the University's foodservice-related income from meal plans, cash, catering sales, and special events.
- 2.2.6 Reviewing service and quality levels delivered to the students, faculty, and staff;
- 2.2.7 Customer service satisfaction monitoring; and
- 2.2.8 Daily operational Contractor contract adherence.
- 2.2.9 The Contract Administrator will represent East Tennessee State University in all matters including, but not limited to, operations, the University's expectations of the Contractor, reporting on operational and financial performance and the University's requests of the Contractor.
- 2.2.10 The Contract Administrator will independently assess the operations on a regular basis and determine contract compliance. This will be done in a proactive manner with the Contractor to help ensure that the expectations and requirements set out in the Contract are understood and executed appropriately throughout the contract term.



2.3 Remuneration

2.3.1 The University will pay the Contractor a set amount per student, per day, for each meal plan participant during the academic sessions, to be defined each year with submission by the University to the Contractor of the approved academic calendar. Bidders are to provide the lowest cost per student per day possible while accomplishing the programmatic goals within the RFP. A sliding scale is included in the Appendix 4 Financial Template based on participation and enrollment in the program. The GOAL cost per student per day is \$12.95 based on 1,476 mandatory participants in year 1.

2.3.2 Dining Dollars associated with the meal plans will not be included in the cost per student per day. Dining Dollars shall be invoiced by the Contractor on an as-used basis. Any remaining Dining Dollars at the end of the year will be retained by the University.

2.3.3 The University is requesting capital investment of \$2,010,500. This amount includes \$1,100,043 in unamortized capital and the remainder in additional capital contributions to upgrade the existing dining facilities as described in this RFP in preparation for the start of the Fall 2016 semester.

The straight-line amortization period for the capital investment must not extend past the ten year potential term of the contract. Bidders are required to provide their amortization schedules and the interest rate(s) charged on the investment.

2.3.4 The Bidder must also provide a proposed document (pending approval of the University) to show how student counts will be collected, accounted for and delivered to the University for invoicing. This form and accompanying methodology must also take into account how the Bidder will charge for special events on campus that include catered meals that meal plan students participate in to ensure that double counting does not take place.

2.3.5 Goal commission %'s for retail sales shall be as follows:

◆ Concession Sales	25% of Gross Sales
◆ C-Store, Self-branded Concepts, Camps, Conferences, & Catering:	9% of Gross Sales
◆ National Brand Sales:	5% of Gross Sales

2.3.6 Bidders must provide an annual fund of \$25,000 for use and maintenance of the card service system and equipment.

2.3.7 Bidders must provide a minimum annual fund of \$75,000 to the University for Departmental Support and catering services.

2.4 Responsibilities of Each Party

Item/Service	Provided By	Paid for By
Food Service Facilities, Major Equipment, Furnishings and Finishes	University	University
Utilities: Heating, Ventilation, Air Conditioning, Water, Sewer, Gas, and electric services.	University	University
Equipment Replacement and Depreciation	University	University
Exterior Building Maintenance	University	University
Equipment Maintenance and Service Contracts*	University	Contractor



Item/Service	Provided By	Paid for By
Initial Inventory of Smallwares, as Jointly Approved. University will hold title.	University	University
Replacements to Smallwares Inventory (title to be held by the University)	Contractor	Contractor
Office Furniture	University	University
Office Equipment (Computer, Copy Machine, etc.)	University	Contractor
Major Repair of Ceilings, Light Fixtures, and Carpeting	University	University
Extermination	Contractor	Contractor
Trash Removal Services outside of foodservice locations	University	University
Trash Removal Services inside of foodservice locations	Contractor	Contractor
Grease and Exhaust Duct cleaning	University	Contractor
Regular, Daily Cleaning (floors, walls, and all equipment, grease traps, Hoods/ventilation in kitchens and serveries, dining room tables and chairs, offices, entrances)	Contractor	Contractor
Management Information System Point-of-Sale	University	Contractor
Inventory, and production management hardware/software	Contractor	Contractor
All Food, Beverages, Labor Costs, Operating Supplies	Contractor	Contractor
Telephone Line Access, Computer/Data Lines	University	Contractor
Signage and Decorations for Food Service Facilities	Contractor	Contractor
Parking*	University	Contractor
Daily Spot Cleaning of Dining Room Carpeting and Floor Areas	Contractor	Contractor
Periodic Major Cleaning of Floors (stripping, waxing, carpet shampooing)	University	Contractor
Insurance Coverage as Specified by East Tennessee State University	Contractor	Contractor
Banking Services	Contractor	Contractor
Transportation (trucks, vans)**	Contractor	Contractor
Credit Card and all bank Service Fees	Contractor	Contractor
Dining Card Access System Maintenance Fee	University	Contractor
Small Expendable Equipment	Contractor	Contractor

The items and services identified in the preceding table are the responsibility of the party who is identified to the immediate right of the particular item or service. The particular item or service shall be paid for by the party to the immediate right of the responsible party for that given item or service.

* The annual cost for equipment maintenance and service contracts will be provided upon request.

** The Contractor shall adhere to the University's delivery and parking restrictions. The Contractor will be responsible for the cost associated with foodservice employee parking passes.



3. Base Proposal Residential Dining Operations

The following section describes facilities and operations as East Tennessee State University wishes each to be managed. Bidder shall base proposal submittals on the descriptions below. Optional proposal submittals are welcomed that describe alternatives to these operational and program descriptions, but these may only be submitted as an additional submittal to the base proposal submittal supplied to the University as required by this RFP.

- 3.1.1 Services and concepts – Expanded hours and continuous marché-style, all-you-care-to-eat service throughout the day and evening seven days a week in the Market Place.

The Bidder is to describe how they will maintain a high level of excitement from meal plan participants. This should include:

- ◆ Display Cooking
- ◆ Made-to-Order Menu Items
- ◆ Themed Dinners
- ◆ Special Events
- ◆ Guest Chefs

- 3.1.2 Dining Plan Options – See Appendix 5 for a description of the dining plan options.

- 3.1.3 The dining program features and requirements - East Tennessee State University requires a baseline or minimum of the following features in the residential dining program. **Bidder is asked to note in their proposal where they plan to exceed these minimum requirements in the Anytime Dining program.**

- 3.1.4 Method of Payment Accepted

- ◆ Unlimited Access Meal Swipe
- ◆ Dining Dollars
- ◆ ID Bucs (Faculty and Staff will receive a 15% discount on sales at all retail venues)
- ◆ Cash
- ◆ Debit and or Credit Cards (Visa, American Express, Discover and MasterCard)

- 3.1.5 Door Rates

The University currently offers the following door rates at the market place. Note that faculty and staff are currently charged a discounted rate at the door.

◆ Door Rates at The Market Place	Regular Rate	Staff	ID Bucs
◆ Breakfast (7 a.m. – 11 a.m.):	\$5.92	\$5.87	\$5.67
◆ Lunch (11 a.m. – 5 p.m.):	\$8.45	\$5.87	\$5.67
◆ Dinner (5 p.m. – Midnight):	\$9.04	\$8.76	\$8.76
◆ Special Events/Brunch	\$9.04	\$8.76	\$8.76

- 3.1.6 Staffing - Close daily interaction between the chef and cooks in each foodservice venue.

- ◆ Dining hall managers on the dining room floor during service hours.
- ◆ Dining room attendants on the floor during all serving hours to bus and wipe tables.
- ◆ Adequate staff assigned to replenish self-service bars and utensils.



3.1.7 Mandatory Onsite Management Positions

The residential and retail dining program is delivered through the combined efforts of the Contractor's management, line personnel and administrative staff. Bidder is required to prepare a staff organization and management hierarchy that they feel will best support a dynamic and vital dining program. ETSU requires that the Contractor to include among its staff, along with other positions it deems necessary the following mandatory onsite full-time positions. These positions have to be scheduled to cover weekends, specifically Thursday through Monday shifts. The managers have to be present in the facility during shifts including on weekends and must be physically present from 7 a.m. to 12 a.m.

- ◆ Campus Director of Foodservice
- ◆ The Market Place Daytime Manager
- ◆ The Market Place Evening Manager
- ◆ Executive Chef
- ◆ Sous Chef
- ◆ Bakery Chef
- ◆ Catering Director
- ◆ Director of Retail Operations

The Campus Director of Foodservice will be required to facilitate weekly meetings with students to discuss their concerns. In addition to these weekly meetings, the Campus Director of Foodservice will meet with University faculty, staff and administrators monthly to gather their feedback.

The Contract Administrator will work with the Campus Director of Foodservice to identify, cure and to modify aspects of the program as they become necessary. Bidders must demonstrate their process for accommodating University changes.

The Contractor will be responsible to make the job descriptions and qualifications available to the University for these key positions and is expected to present candidates that meet the minimum stated job qualifications. The Contractor is obligated to review any change in these positions with the University.

- 3.1.8 In addition, an onsite part-time dietitian or nutritionist on the Contractor's staff must devote a portion of his/her time to the dining operations.
- 3.1.9 The University requires the Contractor to provide meals that are nutritious, well balanced, appetizing, and appealing. This requirement obligates the Contractor to use raw ingredients that are high in quality and nutrient value. The food item specifications shown in Appendix 3 identify the level of ingredient quality expected by the University.
- 3.1.10 Merchandising and Marketing - Focus should be maintained at all time on the wellness and healthy presentation and preparation of the food. The University requires that the Contractor participate in ongoing wellness activities as they develop within the campus community.

Emphasis should be put on how the dining program will be marketed. Special attention should be focused toward projecting the goals of East Tennessee State University in providing a program that excites the community, energizes the users and offers imagination in service, food variety, wellness options and the overall dining experience. A marketing plan for each venue will be required on an annual basis.

As a daily standard, display cooking or preparation (e.g. carving roast meats, stir fry, Caesar salad preparation).

Use of fresh greens, vegetables, flowers, and fruits on the serving lines as display garnish.



Detailed attention paid to quality and condition of all food received, with all unsatisfactory products rejected.

Plan minimum time between kitchen production and service to the customer to ensure optimum food quality and appeal.

- 3.1.11 Service And Menu Concept - Entrees which are healthy and wellness oriented are offered at breakfast, lunch, and dinner. Bidder must have a wellness and vegetarian concept station at all meals.

Refer to Section C, 2.5, for requirements regarding sustainability and farm-to-market programs.

Printed menus with nutrition and ingredient information (including glycemic index and allergy information) shall be prominently displayed at all facilities and available online and/or with a campus dining app or web app widgets that are consistent with East Tennessee State University's web and mobile technological architecture.

Concepts will be offered by meal period for the Anytime Dining venues (assume all items are served daily unless noted as rotational).

- 3.1.12 The University requires the Contractor to provide meals that are nutritious, well balanced, appetizing and appealing. This requirement obligates the contractor to use raw ingredients that are high in quality and nutrient value that are consistent with a High Performance diet:

- ◆ Antioxidants: Foods that fight oxidation that may cause cellular damage from "free radicals," or unstable molecules, in the body.
- ◆ Enhanced immunity: Nutrient-rich foods known to ward off colds, flus, and infections.
- ◆ Sports performance: Healthy carbs, lean proteins, and vitamins that fuel and repair active muscles (i.e. lean turkey, beans).
- ◆ Anti-inflammatory components: Foods rich in omega-3s and other compounds thought to ease inflammation (i.e. canola oil, salmon, and walnuts).
- ◆ Brain performance: Plants, veggies, and compounds rich in L-tyrosine and believed to sharpen memory and focus (i.e. chicken, fish, turkey, yogurt, milk, and lima beans).
- ◆ Synergy: Combinations of foods and ingredients that interact in ways that may improve health and well-being.

The food item specifications shown in Appendix 3 identify the level of ingredient quality expected by the University.

- 3.1.13 Special diets shall be provided on a routine basis for students when prescribed, in writing, by a doctor or health related facility or practitioner.
- 3.1.14 Contractor is required to pay for a secret shopper program that will be managed and administered by the University.
- 3.1.15 The Market Place shall have a station that features vegan, low-fat, lactose, gluten-free and other dietary focused entrees. This station must also address special dietary concerns based on religious restrictions. This station must provide a rotating variety of vegan, low-fat, lactose, gluten free and other dietary focused entrees at each meal during all operating hours.
- 3.1.16 Athletics teams, student teachers and other groups that may require bagged lunches will be provided with nutritious lunches when their schedules require them, at no additional cost to the University, beyond normal board plan expense. Dining Service may charge students, student groups and athletic teams for the cost of lost/unreturned coolers.



- 3.1.17 The Contractor must routinely supply meals, juice and paper goods to students who are ill. A student may have another student pick up a sick tray for them by allowing that student to present both ID's to the cashier and obtain a sick tray slip. The Contractor must also routinely supply meals, juice, and paper goods to students who are required to be off campus for extended periods of time, such as overnight nursing shifts at the local hospital or education majors that are student teaching in locations requiring travel. Bidders must submit your philosophy and methods of dealing with these and other potential variances from the regular menu plans.
- 3.1.18 The Bidder will provide at least 4 premium meals per semester to meal plan holders such as steak night, seafood feast, or a cruise ship themed event at no extra cost to the student
- 3.1.19 The Contractor will be required to provide service during the winter and summer breaks out of The Market Place. During the fall and Thanksgiving breaks, the residential facilities will remain open due to the large number of students that stay and/or leave for only part of the break. The Bidder must ensure that foodservice is provided to students from the Marketplace during the

During the winter break each year, a significant amount of international and residential students remain in the University's residential facilities. In 2014 the University had 436 residents over the winter break, and in 2015, 529 students lived on campus over the winter break (not including residents of Buc Ridge, which would be several more hundred here at any given time).

Throughout the summer there are camps, conferences, and classes held, as well as approximately 1,000 University staff and administrators on campus, (excluding faculty and COM).

The bidder must describe how they will provide foodservice to the campus population that remains on campus during the break periods through the Anytime dining and retail.



4. Anytime Dining & Retail Operations (Fall 2016 – Spring 2019)

4.1 The Market Place (Fall 2016 – Spring 2019)

Description of Facilities – The Market Place is located on the 3rd floor of the DP Culp University Center. The Market Place will offer expanded hour from multiple platforms throughout the servery. This venue will consist of several stations that feature an extensive variety of restaurant style made-to-order and display cooking items as well as a fresh self-served menu options. The serving and dining area will be re-arranged to create a dining learning commons area with a variety of seating, study areas, and gathering spaces to create a seamless relationship between the dining & social gathering space to create the greatest opportunity for students to engage in meaningful living & learning interactions outside of the classroom, especially on weekends throughout dinner service.

Based on the Schematic drawings provided in Appendix 8, Bidders are to present a proposed layout, rendering and construction schedule for the work that the bidder will need to perform during the summer of 2016 to update the Marketplace and any other dining facility that would be modified so that the Marketplace can be open in time for the Fall 2016 Semester.

The Bidder will also need to address how they will be able to provide service to the various camps, conferences, and summer programs while the Marketplace is under renovation.

Special Features (to be implemented at the discretion of East Tennessee State University):

- ◆ Free Printing and Scanning (Contractor will pay for maintenance and supplies)
- ◆ Tweet/Text n' Tell (to be implemented, paid for and run by the Contractor)
- ◆ High Speed Wi-Fi
- ◆ Comfortable Lounge Seating
- ◆ Flat Panel TV's
- ◆ A Sound System with Outdoor Speakers
- ◆ Power Outlets Including USB Power Outlets
- ◆ Special Programming

4.1.1 Services and Concepts –All-you-care-to-eat service throughout the day and evening seven days a week.

4.1.2 Bidder will allow students to carry out a small food item such as an apple, banana, ice cream cone, muffin, coffee, tea, or beverage in a portable container etc. to be consumed on their way to class or their room.

4.1.3 Menu Concept

It is expected that The Market Place will become an extension of the residence life program at East Tennessee State University. We want to ensure that special events both social and educational take place within the dining hall to provide an exceptional experience for our students. The Contractor will be required to work closely with the Division of Student Affairs to coordinate special themed events and menus.

In addition, it is essential that the Dining Program meets the diverse needs of the University's student population by ensuring that it provide a quality food service for all of students that includes vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented at all meals, that the food service provider ensure that dietary concerns of residents are addressed and all foods are properly labeled to ensure the safety of our students. Also, as



new cultural populations are identified within the residence community it is essential that the food service provider modify their menu to ensure that the needs of these residents are met.

As part of the health and wellness of ETSU students, it is essential that printed menus including ingredients and nutritional information is prominently displayed at all facilities as well as online. In an ongoing effort to assist students in making healthy choices, the food service provider will develop a marketing program to identify healthy options easily within the dining hall.

The Contractor is also expected to infuse cook-to-order items into the menu wherever possible and as a minimum where outlined below.

These requirements also apply to summer camps and conferences. Concepts will be offered by meal period for The Market Place (assume all items are served daily unless noted as rotational). Special attention should be paid to ways to generate excitement and a unique dining experience with the concepts described below, such a grill featuring fresh ground meat, hand formed patties and brioche buns with a variety of signature recipes and toppings, or made-to-order stir fry with display cooking, specialty pizzas that could be made to order.

4.1.4 Menu Profile

Minimum Menu Profile Bidder is expected to offer the following menu items at a minimum in The Market Place and is to submit their own menus, being responsive to the current demands of the patrons. Bidder should have theme meals (at one, or multiple concepts) featured on a daily basis to build and maintain excitement in this venue.

Items listed below require a weekly reporting requirement certifying that the specific items in each group were adequately performed.

4.1.5 Breakfast 7:00 a.m. – 11:00 a.m.

Student Kitchen / Self Service Station

This dining concept is designed to provide flexible mealtime and snack options to students. This venue is a self-assisted kitchen, stocked with ingredients for students to make their own smoothies, waffles, sandwiches, hot entrees, breakfast & more. Students can interact with each other in a modern community kitchen that encourages healthy campus life and the freedom to cook their own home-made comfort foods. A dining associate will be on hand to assist as needed and to ensure the Student Kitchen is full of fresh ingredients. The Student Kitchens should be stocked with ingredients and prepared foods for breakfast, lunch, and dinner meal periods. Items to be available all the time should include: Breads, spreads, dressings, proteins, vegetables, noodles, pastas, rice, eggs, bacon, starches, and cooking essentials.

- ◆ Students can also request additional items to be ordered and stored for use in the Student Kitchen

Comfort Station

- ◆ Cage-free Eggs - Any Style with a Variety of Vegetables, Cheeses and Meats
- ◆ Breakfast Style Potatoes (i.e., hash browns, hearty fried)
- ◆ Tater Tots
- ◆ Daily Rotation of Two (2) Breakfast Meats (i.e. Ham, Bacon, Turkey Sausage, etc.)
- ◆ Daily Rotation of Two (2) Meat Alternative/Vegetarian Proteins
- ◆ Rotation of Waffles, Pancakes, or French Toast, Whole Grain Breads
- ◆ Daily Low Fat, High Fiber, Minimal Added Salt and Sugar, Freshly Prepared/made In House Options (minimum of four(4))

**Grill/Fry**

- ◆ Eggs/Sandwiches: Made-to-Order
- ◆ Omelets with a Variety of Vegetables, Cheeses and Meats
- ◆ Sandwiches Available on a Bagel, Biscuit or Muffin or Gluten-free Bread (with whole grain options):
- ◆ Egg, Bacon, and Cheese
- ◆ Egg, Sausage, and Cheese
- ◆ Sausage and Cheese
- ◆ Vegetarian and Vegan Options

Pizza & Pasta

- ◆ Daily Rotation of Two (2) breakfast pizzas
- ◆ Daily Rotation of Two (2) breakfast flat breads

Rotating International

- ◆ Daily Rotation of Two (2) international breakfast entrees
- ◆ Daily Rotation of Two (2) international breakfast sides

Vegetarian/Vegan & Special Diets

- ◆ Daily Rotation of One (1) Vegetarian breakfast entree
- ◆ Daily Rotation of One (1) Vegan breakfast entrée
- ◆ Daily Rotation of One (1) Special Diet breakfast entrée

Bakery

- ◆ Bagels (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free
- ◆ Bread (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free
- ◆ English Muffins – One (1) Whole Grain – One (1) Gluten Free
- ◆ Cereal (Minimum Twelve (12) Varieties) at least four (4) high fiber, low fat, low sugar options
- ◆ In-house Baked Muffins with Whole Grain, High Fiber, Low Fat Options, One (1) Gluten Free
- ◆ Biscuits, Sweet Rolls
- ◆ Cream Cheese (two (2) Varieties): Plain and Flavored (e.g. Salmon, Strawberry, etc.)
- ◆ Powdered Sugar,
- ◆ Whipped Butter & Margarine - Soft, non-hydrogenated
- ◆ Jelly and Preserves (two (2) varieties each)
- ◆ Peanut Butter, Smooth & Chunky
- ◆ Cheese Spread
- ◆ Nutella (only the name brand)
- ◆ Honey

Salad Bar

- ◆ Daily Seasonal Whole Fruit (Minimum of Three (3) Daily): i.e., Apples, Oranges, Bananas, Pears, Peaches, Plums, Grapefruit, Assorted Berries
- ◆ Daily Seasonal Cut Fruit (Minimum of Three (3) Daily): i.e.: Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections, Assorted berries
- ◆ Dried fruits (Minimum of Four (4) daily) i.e.: Cranberries, Raisins, Apricots, Prunes, Pineapple, Apples, Oranges, Kiwis
- ◆ Yogurt (two (2) Varieties, Non-fat and Regular)
- ◆ Hot Carbs - Oatmeal, Cream of Wheat, Congee
- ◆ Cottage Cheese



- ◆ Granola,
- ◆ Nuts,
- ◆ Seeds

Starbucks Coffee Station

- ◆ Premium Coffees
- ◆ Espresso Drinks
- ◆ Tea, Herbal Teas, Hot Chocolate

Beverages

- ◆ Jamba Juice - daily rotation of two (2) different smoothies
- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines) Including Flavored Waters
- ◆ Flavored Waters (e.g. Cucumber, Mint, Berry, etc.)

4.1.6 Lunch 11:00 a.m. – 5:00 p.m. / Dinner 5:00 p.m. – 12:00 a.m.

LUNCH AND DINNER MUST BE DISTINCTLY DIFFERENT IN APPEARANCE AND VARIETY

Soups

- ◆ Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- ◆ Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner
- ◆ One Homemade Chili or Stew Daily

Rotating International Offerings (To include, but not limited to European, Chinese, Thai, Greek, Japanese, Vietnamese, Indian, etc.)

- ◆ Variety of Chicken Options (Orange, Mushroom, Kung Pao, Sweet & Sour, Thai Cashew, etc.)
- ◆ Variety of Beef Options (Broccoli & Beef, Mongolian Beef)
- ◆ Variety of Sushi (at Least Three (3) Varieties Daily)
- ◆ Tofu Options
- ◆ Fried Rice
- ◆ Chow Mein
- ◆ Cream Cheese Rangoon
- ◆ Chicken Potstickers
- ◆ Egg Rolls
- ◆ Veggie Spring Rolls
- ◆ Mixed Vegetables
- ◆ Wonton
- ◆ Hot & Sour
- ◆ Egg Drop
- ◆ Kabobs
- ◆ Gyros
- ◆ Crepes

Grill/Fry

- ◆ Cooked-to-Order Fresh Hand formed Hamburgers, Grilled Cheese, and Vegetarian Burgers Daily



- ◆ Chicken Sandwich and Tender/Nugget Option (Variety of Two (2) Daily)
- ◆ Chicken Breast
- ◆ Fish Sandwich or Fillets Available Daily
- ◆ Hot Dog and Selection of Variety Dog Daily (Italian sausage, Kielbasa)
- ◆ Rotating Variety French Fries including Spicy Fries, Curly Fries, Waffle Cuts, and Onion Rings
- ◆ Tater Tots
- ◆ Two (2) Cheese Sauce Varieties Available Daily for Toppings (one (1) plain and one spiced)
- ◆ Choose-your-own Ingredients Stir-fry Station

Salad/Fruit Bar

- ◆ Focus on High Quality and Abundant Variety
- ◆ Two (2) Garden Greens Bowl - Iceberg Lettuce Shall Not be the Dominant Lettuce Variety.
- ◆ One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
- ◆ Six (6) or More Marinated Vegetable or Fruit Salads
- ◆ One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta
- ◆ Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese, Cottage Cheese, Yogurt
- ◆ Six (6) or More Protein Toppings that are low in fat and high in protein like Chicken, Tuna, Chick Peas, Lentils, Beans, Eggs, Seeds, Nuts
- ◆ Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
- ◆ Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives,
- ◆ Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Chopped Walnuts, Raisins, Craisins
- ◆ Daily Rotation from: Pretzels, Nacho Chips, Chow Mein Noodles, Granola
- ◆ Daily Rotation of Fourteen (14) Dressings from: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

Starbucks Coffee

- ◆ Premium Coffees
- ◆ Espresso Drinks
- ◆ Tea, Herbal Teas, Hot Chocolate

Special Diet Station

- ◆ Daily Low-Carb Options (minimum of two (2)). If oil is used in cooking/preparation, coconut oil, olive oil, macadamia oil, avocado oil or butter must be used.
- ◆ Wellness Focused Options
- ◆ Gluten-free Options
- ◆ Nut-free Options

Vegetarian / Vegan

- ◆ One (1) Hot Vegetarian Entree Daily
- ◆ Vegetarian Salads
- ◆ Vegetarian Pastas
- ◆ One Vegan Protein Option Daily
- ◆ Baked Potatoes and Sweet Potatoes
- ◆ Tofu
- ◆ Hummus

**Comfort Food Rotating Hot Entrees**

- ◆ Includes: Two (2) Entrees, two (2) Vegetables (one (1) Must be Fresh and Not Canned or Frozen), two (2) Starches

Exhibition/Carving/Specialty Stations

- ◆ Rotating Choices of Daily Features (Minimum of Three (3) Required)

Self-Serve Fruit

- ◆ Daily Seasonal Whole Fruit (minimum of Three (3) daily): i.e., Apples, Oranges, Bananas, Pears, Peaches, Plums
- ◆ Daily Seasonal Cut Fruit (Minimum of Three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
- ◆ Yogurt (two (2) Varieties, Non-fat and Regular)

Gourmet Pizza / Pasta

- ◆ Cheese Pizza, Daily
- ◆ Vegetable Pizza - One (1) Daily, Rotating
- ◆ Meat - One (1) Daily, Rotating
- ◆ Cooked-to-Order Pasta (Three (3) Varieties Available at all Times)
- ◆ Varieties of Sauce (One Vegetarian, One Meat, and One Other than Red)
- ◆ Bread variety of 2 (Garlic Bread, Cheese Stix,)

Deli

- ◆ Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused Breads
- ◆ Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
- ◆ Cheese Slices: Mozzarella, Cheddar, Swiss
- ◆ Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
- ◆ Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
- ◆ Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce

Desserts

- ◆ Cakes, Brownies, Bars, Squares (three (3) varieties)
- ◆ Cookies (two (2) varieties)
- ◆ Hard scoop ice cream with low fat, frozen yogurt option
- ◆ Pudding (one (1) type)
- ◆ Crisps (one (1) variety)
- ◆ Milkshakes
- ◆ Scoop Ice Cream
- ◆ Jell-O
- ◆ Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)

Beverages

- ◆ Jamba Juice - daily rotation of two (2) different smoothies
- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines)
- ◆ Tea, Herbal Teas, Hot Chocolate



- ◆ Aqua Fresca Waters (i.e. Cucumber, Mint, Strawberry, etc.)

4.1.7 Required Hours of Operation

- ◆ Refer to Appendix 7

4.2 The Treehouse

Description of Facility

- 4.2.2 Located right in the Quad between Brooks Gym and Ball Hall, this freestanding venue will be renovated into a café style concept with grab-n-go options. This venue will also serve as a take-out location for individuals on a meal plan. The Tree House could offer a conveniently located meal replacement option for individuals on this side of campus. Through the meal equivalency, meal plan holders are able to select are provided an entire meal to include an entrée, side, beverage, and dessert.

Meal Plan holders could be able to take out food in bio-degradable or reusable containers from The Tree House. Bidders are to recommend how the program could serve this purpose in the Bid Response

4.2.3 Service Style – Retail / Residential Take-out

4.2.4 Minimum Menu Profile For All Operating Hours

Athletic Performance Table - Salad/Fruit Bar

- ◆ Focus on High Quality and Abundant Variety
- ◆ Two (2) Garden Greens Bowl - Iceberg Lettuce Shall Not be the Dominant Lettuce Variety.
- ◆ One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
- ◆ Three (3) or More Marinated Vegetable or Fruit Salads
- ◆ Two (2) or More Starch Salads from Varieties of Potato, Rice, Pasta, that are high in protein
- ◆ Six (6) or More Protein Toppings that are low in fat and high in protein like Chicken, Tuna, Chick Peas, Lentils, Beans, Eggs, Seeds, Nuts
- ◆ Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
- ◆ Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese, Yogurt, Cottage Cheese
- ◆ Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives,
- ◆ Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Chopped Walnuts, Raisins, Craisins, Granola
- ◆ Daily Rotation from: Pretzels, Nacho Chips, Chow Mein Noodles,
- ◆ Daily Rotation of ten (10) Dressings from: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

Beverages

- ◆ Milk – 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines)
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Premium Coffees



- ◆ Aqua Fresca Waters (i.e. Cucumber, Mint, Strawberry, etc.)

Desserts

- ◆ Soft-serve ice cream with low fat, frozen yogurt option
- ◆ Cakes, Brownies, Bars, Squares (three (3) varieties)
- ◆ Milkshakes

Deli

- ◆ Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused Breads
- ◆ Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
- ◆ Cheese Slices: Mozzarella, Cheddar, Swiss
- ◆ Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
- ◆ Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
- ◆ Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce

Soups

- ◆ Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- ◆ Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner
- ◆ One Homemade Chili or Stew Daily

Grab n' Go Items

- ◆ Minimum of Three (3) Varieties of Sandwiches (e.g. Santa Fe Panini, Ham & Swiss, Tarragon Chicken, etc.)
- ◆ Minimum of Two (2) Varieties of Wraps
- ◆ Yogurt Parfaits
- ◆ Minimum of Three (3) Varieties of Salads (e.g. Fruit, Garden, Pasta, etc.)
- ◆ Sushi
- ◆ Bagels and Morning Pastries

4.2.5 Required Hours of Operation

- ◆ Refer to Appendix 7

4.3 Retail Operations

The following section describes facilities and operations as East Tennessee State University wishes each to be managed. The Bidder shall base its proposal submittal on the descriptions below. Optional proposal submittals are invited that describe alternatives to these operational and program descriptions, but these may only be submitted as an additional submittal to the base proposal submittal supplied to the University required by this RFP.

4.3.1 Merchandise and Marketing

Focus should be maintained at all time on the wellness and healthy presentation and preparation of the food. The University requires that the contactor participate in ongoing wellness activities as they develop within the campus community.

4.3.2 Emphasis should be put on how the dining program will be marketed. Special attention should be focused towards projecting the goals of the University in providing a program that excites the community, energizes the users and



offers imagination in service, food variety, wellness options, and the overall dining experience. A marketing plan for these operations will be required on an annual basis.

4.3.3 Methods of Payment

- ◆ Dining Dollars
- ◆ ID Bucs
- ◆ Cash
- ◆ Debit and / or Credit cards (MasterCard, Visa, American Express and Discover Card)

4.4 Atrium Food Court

Description of Facility

4.4.2 Located in the heart of the University Center, the Atrium Food Court is your ultimate destination for a variety of food and fun. With Taco Bell Express, Chick-fil-A, Quizno's, Field of Greens and Buc-Mart C-Store; you are sure to never go hungry.

4.4.3 Service Style – Retail

4.4.4 Minimum Menu Profile For All Operating Hours

4.4.5 Taco Bell

Tacos

- ◆ Crunchy Taco Supreme
- ◆ Crunchy Taco
- ◆ Soft Taco Supreme
- ◆ Soft Taco
- ◆ Cheesy Gordita Crunch
- ◆ Doritos Cheesy Gordita Crunch
- ◆ Chicken Soft Taco
- ◆ Grilled Steak Soft Taco
- ◆ Double Decker Taco

Burritos

- ◆ Quesarito
- ◆ Burrito Supreme
- ◆ Smothered Burrito
- ◆ Cantina Power Burrito
- ◆ XXL Grilled Stuffed Burrito
- ◆ Beefy 5-Layer Burrito
- ◆ Bean Burrito
- ◆ Shredded Chicken Burrito
- ◆ 7-Layer Burrito
- ◆ Combo Burrito

Specialty Items

- ◆ Gordita Supreme



- ◆ Quesadilla
- ◆ Chalupa Supreme
- ◆ Cantina Power Bowl
- ◆ Nachos Supreme
- ◆ Nachos Bellgrande
- ◆ Crunchwrap
- ◆ Mexican Pizza

Beverages

- ◆ Iced Teas (Sweetened and Unsweetened)
- ◆ Lemonade
- ◆ Fountain Sodas
- ◆ Bottled water
- ◆ Apple Juice
- ◆ Orange Juice
- ◆ Coffee (Caffeinated and Decaffeinated)
- ◆ Milk (Low Fat & Chocolate), Lactose Free Option (Soy, Almond, Coconut, etc.)

4.4.6 Chick-fil-A

Classics

- ◆ Chicken Sandwich
- ◆ Chicken Sandwich Deluxe
- ◆ Spicy Chicken Sandwich
- ◆ Spicy Chicken Sandwich Deluxe
- ◆ Chargrilled Chicken Sandwich
- ◆ Chargrilled Chicken Club Sandwich
- ◆ Nuggets
- ◆ Strips

Wraps

- ◆ Chargrilled Chicken
- ◆ Chicken Caesar
- ◆ Spicy Chicken

Salads

- ◆ Chargrilled & Fruit Salad
- ◆ Chargrilled Chicken Garden Salad
- ◆ Chicken Strips Salad
- ◆ Southwest Chargrilled Salad

Side Items

- ◆ Waffle Potato Fries
- ◆ Carrot & Raisin Salad
- ◆ Chicken Salad Cup
- ◆ Cole Slaw
- ◆ Fruit Cup
- ◆ Heart Breast of Chicken Soup



- ◆ Side Salad

Breakfast

- ◆ Chicken Biscuit
- ◆ Biscuit
- ◆ Sausage Biscuit
- ◆ Spicy Chicken Breast
- ◆ Bacon, Egg & Cheese Biscuit
- ◆ Chick-n-Minis
- ◆ Yogurt Parfait
- ◆ Yogurt Parfait with Chocolate Cookie Crumbs
- ◆ Yogurt Parfait with Granola
- ◆ Cinnamon Cluster
- ◆ Sausage Breakfast Burrito
- ◆ Chicken Breakfast Burrito
- ◆ Chicken, Egg & Cheese Bagel
- ◆ Hash Browns

Desserts

- ◆ Chocolate Milkshake
- ◆ Cookies & Cream Milkshake
- ◆ Banana Pudding Milkshake
- ◆ Strawberry Milkshake
- ◆ Vanilla Milkshake
- ◆ Fudge Nut Brownie
- ◆ Lemon Pie
- ◆ Ice Cream
- ◆ Oven Warmed Cookies

Beverages

- ◆ Iced Teas (Sweetened and Unsweetened)
- ◆ Lemonade
- ◆ Fountain Sodas
- ◆ Bottled water
- ◆ Apple Juice
- ◆ Orange Juice
- ◆ Coffee (Caffeinated and Decaffeinated)
- ◆ Milk (Low Fat & Chocolate), Lactose Free Option (Soy, Almond, Coconut, etc.)

4.4.7 Quiznos (or similar sub concept)

Sandwiches

- ◆ Chipotle Steak & Cheddar
- ◆ Peppercorn Steak
- ◆ Steak, Bacon & Swiss
- ◆ Black Angus Steak
- ◆ The Satisfire Ciabatta
- ◆ Classic Italian



- ◆ Spicy Monterey
- ◆ Traditional
- ◆ Tuna
- ◆ Veggie Guacamole
- ◆ Honey Bacon Club
- ◆ Pesto Caesar
- ◆ Mesquite
- ◆ Baja
- ◆ Carbonara
- ◆ Basil Pesto Turkey
- ◆ Chipotle Turkey
- ◆ Turkey Bacon Guacamole
- ◆ Turkey, Ranch & Swiss
- ◆ Ultimate Turkey Club

Salads

- ◆ Chicken Caesar Salad
- ◆ Apple Harvest Chicken
- ◆ Honey Mustard

Soups

- ◆ Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- ◆ Variety of Cream and Broth Based Soups
- ◆ One Homemade Chili or Stew Daily

Side Items

- ◆ Assorted Variety of Chips
- ◆ Cookies
- ◆ Variety of Fresh Fruit
- ◆ Yogurt

Beverages

- ◆ Iced Teas (Sweetened and Unsweetened)
- ◆ Lemonade
- ◆ Fountain Sodas
- ◆ Bottled water
- ◆ Apple Juice
- ◆ Orange Juice
- ◆ Coffee (Caffeinated and Decaffeinated)
- ◆ Milk (Low Fat & Chocolate), Lactose Free Option (Soy, Almond, Coconut, etc.)

4.4.8 Field of Greens (or similar concept)

Grab n' Go Items

- ◆ Minimum of Three (3) Varieties of Sandwiches (e.g. Santa Fe Panini, Ham & Swiss, Tarragon Chicken, etc.)
- ◆ Minimum of Two (2) Varieties of Wraps
- ◆ Yogurt Parfaits
- ◆ Minimum of Six (6) Varieties of Salads (e.g. Fruit, Garden, Cobb, etc.)

**Beverages**

- ◆ Milk – 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines)
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Premium Coffees
- ◆ Aqua Fresca Waters (i.e. Cucumber, Mint, Strawberry, etc.)

Desserts

- ◆ Cakes, Brownies, Bars, Squares (three (3) varieties)
- ◆ Cookies (two (2) varieties)
- ◆ Hard scoop ice cream with low fat, frozen yogurt option
- ◆ Pudding (one (1) type)
- ◆ Crisps (one (1) variety)
- ◆ Milkshakes
- ◆ Scoop Ice Cream
- ◆ Jello
- ◆ Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)

4.4.9 Buc-Mart

Beverages

- ◆ Coffee (Three (3) Varieties Including a Decaffeinated Option)
- ◆ Bottled Juices (Four (4) Varieties)
- ◆ Bottled Water
- ◆ Bottled Tea
- ◆ Bottled Soda

Bagged Salty Snacks

- ◆ Potato Chips- Various Assorted Flavors Including but Not Limited to Regular, BBQ, Nacho Cheese, Ranch, and Sour Cream and Onion
- ◆ Pretzels
- ◆ Hot Fries

Pre-packaged foods

- ◆ Frozen Entrees
- ◆ Canned Soups
- ◆ Sliced Bread (White and Wheat)
- ◆ Cookies
- ◆ Crackers
- ◆ Peanut butter
- ◆ Jelly
- ◆ Canned goods

**Candy****Wellness Options**

- ◆ Low Fat Snack Options
- ◆ Low Carb Snack Options

Health/Beauty/Hygiene Items

- ◆ Aspirin
- ◆ Cold Medications
- ◆ Cough Syrups
- ◆ Soap
- ◆ Shampoo
- ◆ Toothpaste

Paper Goods & Cleaning Supplies

- ◆ Paper plates
- ◆ Paper napkins
- ◆ Paper towels
- ◆ Laundry detergent
- ◆ Dryer sheets

Desserts

- ◆ Cakes, Brownies, Muffins, Bars, Squares (Four (4) varieties)
- ◆ Cookies (two (2) varieties)

Grab n' Go Items

- ◆ Minimum of Three (3) Varieties of Sandwiches (e.g. Santa Fe Panini, Ham & Swiss, Tarragon Chicken, etc.)
- ◆ Minimum of Two (2) Varieties of Wraps
- ◆ Yogurt Parfaits
- ◆ Minimum of Three (3) Varieties of Salads (e.g. Fruit, Garden, Pasta, etc.)
- ◆ Sushi
- ◆ Bagels and Morning Pastries

4.4.10 Required Hours of Operation

- ◆ Refer to Appendix 7

4.5 The Cave Starbucks

Description of Facility

4.5.2 Conveniently located on the 1st floor of the DP Culp University Center, this full service coffee shop features all of your favorites including Frappuccino, hot breakfast, lunch items, and grab-n-go food.

4.5.3 Service Style – Retail

4.5.4 Minimum Menu Profile For All Operating Hours

**Beverages**

- ◆ Milk – 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade
- ◆ Starbucks Coffees – Three (3) Regular and One (1) Decaffeinated
- ◆ Starbucks Espresso Drinks
- ◆ Tea, Herbal Teas, Hot Chocolate

Desserts

- ◆ Cakes, Brownies, Muffins, Bars, Squares (Minimum of Four (4) varieties)
- ◆ Cookies (two (2) varieties)

Grab n' Go Items

- ◆ From Starbucks Required Selection

4.5.5 Required Hours of Operation

- ◆ Refer to Appendix 7

4.6 Sherrod Library Einstein Bros.

Description of Facility

4.6.2 Einstein Bros. Bagels offers a wide variety of freshly baked bagels and muffins, gourmet breakfast and lunch sandwiches, hearty soups, signature salads, indulgent desserts, freshly brewed coffee, espresso beverages and frozen blended beverages.

4.6.3 Service Style – Retail

4.6.4 Minimum Menu Profile For All Operating Hours

Breakfast (Available All Day)

- ◆ Bagels (Classic and Signature Varieties)
- ◆ Bagel Thin Egg White (Plain, Honey Whole Wheat and Everything)
- ◆ Egg Sandwiches (Spinach & Bacon Panini, Cheese, Spinach Mushroom & Swiss, Southwest Turkey Sausage Panini, Bacon & Cheddar, Turkey Sausage & Cheddar and Ham & Swiss)
- ◆ Egg wraps (Santa Fe and Spicy Elmo)
- ◆ Lox
- ◆ Yogurt & Parfaits
- ◆ Toppings

Lunch

- ◆ Bagel Thin Sandwiches (BLT Thin with Avocado, Turkey Thin, Tuna Thin)
- ◆ Turkey Tornado Wrap
- ◆ Bagel Dogs
- ◆ Signature Sandwiches (Tasty Turkey, Club Mex, Veg Out, Nova Lox & Bagel and Deli Sandwiches)
- ◆ Melts and Panini (Turkey & Cheddar Deli Melt, Ham & Swiss Deli Melt, Italian Chicken Panini and Turkey Club Panini)



- ◆ Wraps (Chipotle Turkey and California Chicken)
- ◆ Pizza bagels (Cheese or Pepperoni)
- ◆ Salads and Soups (Bistro House Salad, Chipotle Salad and Seasonal Soup Selections)

Hot and Cold Beverages

- ◆ Specialty Coffees (Americano, Cappuccino, Café Latte, Café Mocha, Caramel Macchiato and Espresso)
- ◆ Blenders (Café Mocha, Café Caramel, Strawberries & Cream and Wild Berry)

Sweets

- ◆ Cinnamon Twists
- ◆ Coffee Cake (Apple, Chocolate Chip and Mixed Berry)
- ◆ Cookies (Chocolate Chip, Iced Sugar, Mudslide and Oatmeal Raisin)
- ◆ Muffins (Blueberry and Strawberry White Chocolate)
- ◆ Marshmallow Crispy

4.6.5 Required Hours of Operation

- ◆ Refer to Appendix 7

4.7 Buc-Stop C-Store

Description of Facility

- 4.7.2 Buc-Stop offers a large variety of tasty grab-and-go menu items such as made-fresh-daily parfaits, salads, sandwiches, wraps, snacks, and fruit cups. Watch for rotating specialty items too!

4.7.3 Service Style – Retail

4.7.4 Minimum Menu Profile For All Operating Hours

Beverages

- ◆ Coffee (Three (3) Varieties Including a Decaffeinated Option)
- ◆ Bottled Juices (Four (4) Varieties)
- ◆ Bottled Water
- ◆ Bottled Tea
- ◆ Bottled Soda

Bagged Salty Snacks

- ◆ Potato Chips- Various Assorted Flavors Including but Not Limited to Regular, BBQ, Nacho Cheese, Ranch, and Sour Cream and Onion
- ◆ Pretzels
- ◆ Hot Fries

Pre-packaged foods

- ◆ Frozen Entrees
- ◆ Canned Soups
- ◆ Sliced Bread (White and Wheat)
- ◆ Cookies
- ◆ Crackers



- ◆ Peanut butter
- ◆ Jelly
- ◆ Canned goods

Candy**Wellness Options**

- ◆ Low Fat Snack Options
- ◆ Low Carb Snack Options

Health/Beauty/Hygiene Items

- ◆ Aspirin
- ◆ Cold Medications
- ◆ Cough Syrups
- ◆ Soap
- ◆ Shampoo
- ◆ Toothpaste

Paper Goods & Cleaning Supplies

- ◆ Paper plates
- ◆ Paper napkins
- ◆ Paper towels
- ◆ Laundry detergent
- ◆ Dryer sheets

Desserts

- ◆ Cakes, Brownies, Muffins, Bars, Squares (Four (4) varieties)
- ◆ Cookies (two (2) varieties)

Grab n' Go Items

- ◆ Minimum of Three (3) Varieties of Sandwiches (e.g. Santa Fe Panini, Ham & Swiss, Tarragon Chicken, etc.)
- ◆ Minimum of Two (2) Varieties of Wraps
- ◆ Yogurt Parfaits
- ◆ Minimum of Three (3) Varieties of Salads (e.g. Fruit, Garden, Pasta, etc.)
- ◆ Sushi
- ◆ Bagels and Morning Pastries

4.7.5 Required Hours of Operation

- ◆ Refer to Appendix 7

4.8 Subway

Description of Facility

4.8.2 This Subway is located in the Parking garage. Whatever you're in the mood for, Subway has a wide variety of subs, salads, and sides to choose from. Every one of their subs is made fresh in front of you, exactly the way you want it!

4.8.3 Service Style – Retail



4.8.4 Minimum Menu Profile For All Operating Hours

Breakfast

- ◆ Bacon, Egg & Cheese
- ◆ Black Forest Ham, Egg & Cheese
- ◆ Egg & Cheese
- ◆ Steak, Egg White & Cheese

Sandwiches

- ◆ Black Forest Ham
- ◆ Chicken & Bacon Ranch Melt
- ◆ Cold Cut Combo
- ◆ Italian B.M.T.
- ◆ Meatball Marinara
- ◆ Oven Roasted Chicken
- ◆ Roast Beef
- ◆ Spicy Italian
- ◆ Steak & Cheese
- ◆ Subway Club
- ◆ Sweet Onion Chicken Teriyaki
- ◆ Tuna
- ◆ Turkey Breast
- ◆ Turkey Breast & Black Forest Ham
- ◆ Turkey Italiano Melt
- ◆ Veggie Delight

Soups

- ◆ Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- ◆ Variety of Cream and Broth Based Soups
- ◆ One Homemade Chili or Stew Daily

Salads

- ◆ Oven Roasted Chicken
- ◆ Black Forest Ham
- ◆ Tuna
- ◆ Veggie Delight

Sides

- ◆ Assorted Variety of Chips
- ◆ Cookies
- ◆ Variety of Fresh Fruit
- ◆ Yogurt

Beverages

- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade
- ◆ Fountain Soda (Variety of Eight (8))



- ◆ Premium Coffees – Three (3) Regular and One (1) Decaffeinated
- ◆ Tea, Herbal Teas, Hot Chocolate

4.8.5 Required Hours of Operation

- ◆ Refer to Appendix 7

4.9 Garage C-Store

Description of Facility

- 4.9.1 The Garage C-Store provides fresh convenience options such as grab-n-go sandwiches, snacks, beverages and coffee.
- 4.9.2 Service Style – Retail
- 4.9.3 Minimum Menu Profile For All Operating Hours

Beverages

- ◆ Coffee (Three (3) Varieties Including a Decaffeinated Option)
- ◆ Bottled Juices (Four (4) Varieties)
- ◆ Bottled Water
- ◆ Bottled Tea
- ◆ Bottled Soda

Bagged Salty Snacks

- ◆ Potato Chips- Various Assorted Flavors Including but Not Limited to Regular, BBQ, Nacho Cheese, Ranch, and Sour Cream and Onion
- ◆ Pretzels
- ◆ Hot Fries

Pre-packaged foods

- ◆ Frozen Entrees
- ◆ Canned Soups
- ◆ Sliced Bread (White and Wheat)
- ◆ Cookies
- ◆ Crackers
- ◆ Peanut butter
- ◆ Jelly
- ◆ Canned goods

Candy

Wellness Options

- ◆ Low Fat Snack Options
- ◆ Low Carb Snack Options

Health/Beauty/Hygiene Items

- ◆ Aspirin



- ◆ Cold Medications
- ◆ Cough Syrups
- ◆ Soap
- ◆ Shampoo
- ◆ Toothpaste

Paper Goods & Cleaning Supplies

- ◆ Paper plates
- ◆ Paper napkins
- ◆ Paper towels
- ◆ Laundry detergent
- ◆ Dryer sheets

Desserts

- ◆ Cakes, Brownies, Muffins, Bars, Squares (Four (4) varieties)
- ◆ Cookies (two (2) varieties)

Grab n' Go Items

- ◆ Minimum of Three (3) Varieties of Sandwiches (e.g. Santa Fe Panini, Ham & Swiss, Tarragon Chicken, etc.)
- ◆ Minimum of Two (2) Varieties of Wraps
- ◆ Yogurt Parfaits
- ◆ Minimum of Three (3) Varieties of Salads (e.g. Fruit, Garden, Pasta, etc.)
- ◆ Sushi
- ◆ Bagels and Morning Pastries

4.9.4 Required Hours of Operation

- ◆ Refer to Appendix 7

4.10 Freshens at the CPA

Description of Facility

4.10.2 Located inside of the Center of Physical Activity, Freshens offers fruit, yogurt and juice based smoothies and other healthy options in a fun atmosphere after your workout.

4.10.3 Service Style – Retail

4.10.4 Minimum Menu Profile For All Operating Hours

Grab n' Go Items

- ◆ Minimum of Three (3) Varieties of Sandwiches (e.g. Santa Fe Panini, Ham & Swiss, Tarragon Chicken, etc.)
- ◆ Minimum of Two (2) Varieties of Wraps
- ◆ Yogurt Parfaits
- ◆ Minimum of Three (3) Varieties of Salads (e.g. Fruit, Garden, Pasta, etc.)
- ◆ Sushi
- ◆ Bagels and Morning Pastries

**Candy****Wellness Options**

- ◆ Low Fat Snack Options
- ◆ Low Carb Snack Options

Beverages

- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade
- ◆ Starbucks Coffees – Three (3) Regular and One (1) Decaffeinated
- ◆ Espresso Drinks
- ◆ Tea, Herbal Teas, Hot Chocolate

Desserts

- ◆ Cakes, Brownies, Muffins, Bars, Squares (Minimum of Four (4) varieties)
- ◆ Cookies (two (2) varieties)

4.10.5 Required Hours of Operation

4.11 Camps and Conferences

4.11.1 Groups Served by Conference Services

A considerable amount of the camps and conferences are long-standing groups already familiar with campus and the University's facilities. The majority of the guests are middle and high school age and most camps are one week or shorter in length. There are also a number of camps and conferences that cater to students at the university and adults. It is important for the Bidder to acknowledge that different groups will have different food preferences and needs and special attention should be paid to ensure that each group will be served appropriately.

The Bidder should address how they will serve the University sponsored camps in the weeks leading up to the start of each semester. These groups will need to be served three meals a day during their camps, and the Bidder will need to plan accordingly to ensure that student athletes, band members, and other campus constituents are properly served and in a cost effective manner.

4.11.2 Program Overview

The Conference Services Office serves as a "one-stop shop" for both on-campus and off-campus groups holding summer camps and conferences by providing customers with one contact, one contract, and one invoice for all facilities and services provided during their event. The Conference Services are currently working to grow the size and scope of the summer camps programs and offerings.

For fiscal year 2014 – 2015 Conference Services hosted approximately 40 groups with a total of 2,477 participants. Most, but not all, have some type of meal service on campus, mainly meals in The Market Place. For fiscal year 2015 – 2016 Conference services anticipates hosting approximately 37 groups with 2,971 participants.

The bidder will work closely with the University to schedule the cafeteria meals commensurate with the summer camps and conferences schedule. It is important for the Market Place to remain adequately staffed to ensure proper service.



Although most groups are last one week or less, there are some groups that are last up to five weeks at a time. For those groups it will be very important to offer a wide variety of menu offerings and a rotating menu cycle. Menu variety is important for these groups.

Group sizes range from as few as 10 people and as many as 500 people. Because of the size and the scope of the camps and conference operations there may be multiple groups on campus at any given time. For example, the Freshman Orientation is held at the same time as a large UCA College Cheer and Dance Camp. This results in approximately 900 guests needing dining services within a limited time frame, so the Bidder will need to identify how they would handle large crowds, especially during peak meal times such as lunch.

All effort should be made to provide low fat, low carb, and wellness items whenever possible and meet the specific menu requirements requested by camps and conferences.

The Goal is to provide the lowest cost per day as possible while accomplishing the programmatic goals within the RFP

Minimum Menu Requirements for summer camps & conferences should include the following minimum menu items but will be worked out on a case by case basis for each Camps, Conferences, as well as accommodations for international students:

Breakfast

Exhibition/Comfort/Carving Station

- ◆ Eggs - Any Style with a Variety of Vegetables, Cheeses and Meats
- ◆ Breakfast Style Potatoes (i.e., hash browns, hearty fried)
- ◆ Daily Rotation of Two (2) Breakfast Meats (i.e. Ham, Bacon, Turkey Sausage, etc.)
- ◆ Hot Carbs - Oatmeal, Cream of Wheat, Grits
- ◆ Rotation of Waffles, Pancakes, or French Toast, Whole Grain Breads
- ◆ Low Carb Options (minimum of four(4))
- ◆ Make Your Own Waffles
- ◆ Low Fat Options (minimum of four (4))

Soup & Salad Bar

- ◆ Daily Seasonal Whole Fruit (minimum of Three (3) daily): i.e., Apples, Oranges, Bananas, Pears, Peaches, Grapes
- ◆ Daily Seasonal Cut Fruit (minimum of Three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
- ◆ Yogurt (three (3) Varieties, Non-fat and Regular)
- ◆ Berries (minimum of two (2) daily): i.e., Strawberries, Blueberries, Raspberries, Blackberries, Cherries
- ◆ Dried Fruit (minimum of two (2) daily): i.e., Apricots, Craisins, Cherries, Raisins, Bananas, Mango, Dates
- ◆ Granola
- ◆ Cottage Cheese
- ◆ Hot Breakfast Cereals (minimum of two (2) daily): i.e., Oatmeal, Cream of Wheat, Grits, Bulgur Wheat, Breakfast Polenta

Deli

- ◆ Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused & Gluten Free Breads
- ◆ Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
- ◆ Cheese Slices: Mozzarella, Cheddar, Swiss



- ◆ Cream Cheese (two (2) Varieties): Plain and Flavored (e.g. Salmon, Strawberry, etc.)
- ◆ Powdered Sugar,
- ◆ Whipped Butter & Margarine - Soft, non-hydrogenated
- ◆ Jelly and Preserves (two (2) varieties each)
- ◆ Peanut Butter, Smooth & Chunky
- ◆ Cheese Spread

Bakery & Dessert

- ◆ Bagels (four [4] varieties) – One (1) Whole Grain
- ◆ Bread (five [5] varieties) – One (1) Whole Grain and one (1) gluten free option
- ◆ English Muffins – One (1) Whole Grain and one (1) gluten free option
- ◆ Cereal (Minimum Twelve (12) Varieties)
- ◆ In-house Baked Muffins
- ◆ Biscuits, Croissants, Sweet Rolls, Danish

Grill/Fry

- ◆ Eggs/Sandwiches: Made-to-Order
- ◆ Omelets with a Variety of Vegetables, Cheeses and Meats
- ◆ Sandwiches Available on a Bagel, Biscuit or Muffin:
- ◆ Egg, Bacon, and Cheese
- ◆ Egg, Sausage, and Cheese
- ◆ Sausage and Cheese
- ◆ Breakfast Style Potatoes (i.e., hash browns, home fries, tater-tots, hearty fried)
- ◆ Breakfast Meats - Ham, Bacon, Sausage (daily rotation)
- ◆ Pancakes, or French Toast, Whole Grain Breads

Beverages

- ◆ Milk – 2% Low Fat, Skim, Chocolate, and Non-dairy Alternatives
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Regular and Decaffeinated Coffee, Cappuccinos, Steamers, etc.
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Fountain Beverages
- ◆ Aqua Fresca Waters (i.e. Cucumber, Mint, Strawberry, etc.)

LUNCH AND DINNER: MUST BE DISTINCTLY DIFFERENT IN APPEARANCE AND VARIETY**Soups**

- ◆ Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- ◆ Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner
- ◆ One Homemade Chili or Stew Daily

Comfort/Hot Entree Foods

- ◆ Includes: Three (3) Entrees of which one (1) is a Vegetarian Selection, two (2) Fresh Vegetables, two (2) Starches

Grill/Fry

- ◆ Cooked-to-Order Hamburgers, Grilled Cheese, and Vegetarian Burgers Daily



- ◆ Chicken Sandwich and Tender/Nugget Option (Variety of Two (2) Daily)
- ◆ Chicken Breast
- ◆ Fish Sandwich or Fillets Available Daily
- ◆ Hot Dog and Selection of Variety Dog Daily (Italian sausage, Kielbasa)
- ◆ Rotating Variety French Fries including Spicy Fries, Curly Fries, Waffle Cuts, and Onion Rings
- ◆ Two (2) Cheese Sauce Varieties Available Daily for Toppings (one (1) plain and one spiced)
- ◆ Choose-your-own Ingredients Stir Fry Station

Salad/Fruit Bar

- ◆ Focus on High Quality and Abundant Variety
- ◆ Two (2) Garden Greens Bowl - Iceberg Lettuce Shall Not be the Dominant Lettuce Variety.
- ◆ One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
- ◆ Six (6) or More Marinated Vegetable or Fruit Salads
- ◆ One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta
- ◆ Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese
- ◆ One (1) or More Protein Toppings from Chick Peas, Lentils, Beans, Egg
- ◆ Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
- ◆ Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives, All Daily:
- ◆ Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Chopped Walnuts, Raisins, Craisins
- ◆ Daily Rotation from: Pretzels, Nacho Chips, Chow Mein Noodles, Granola
- ◆ Daily Rotation of Fourteen (14) Dressings from: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

Vegetarian / Vegan

- ◆ One (1) Hot Vegetarian Entree Daily
- ◆ Vegetarian Salads
- ◆ Vegetarian Pastas
- ◆ One Vegan Protein Option Daily
- ◆ Baked Potatoes and Sweet Potatoes
- ◆ Tofu
- ◆ Hummus

Stir Fry Station

- ◆ Daily Rotation of Proteins (Minimum of six (6) daily including at least one (1) vegetarian option): Chicken, Strip Steak, Pork, Ribeye, Sausage, Crab, Scallops, Shrimp, Calamari, Meatballs, Tofu, Tempeh, White fish, Tilapia, Salmon, etc.
- ◆ Daily Rotation of Vegetables (Minimum of ten (10) daily): Baby Corn, Bean Sprouts, Broccoli, Carrots, Cauliflower, Celery, Cilantro, Corn, Edamame, Green Beans, Jalapenos, Mushrooms, Olives, Onions, Snow Peas, Red Peppers, Green Peppers, Pineapple, Red Skin Potatoes, Green Onions, Spinach, Squash, Tomatoes, Water Chestnuts, Egg, Black Beans,
- ◆ Daily Rotation of Sauces (Minimum of six (6) daily): Asian Black Bean Sauce, Asian Stir Fry, Asian BBQ, Spicy Buffalo, Chili Garlic, Duck Sauce, Ginger, Hunan, Kung Pao, Lemon Pepper, Oil Blend, Orange Ginger, Ponzu, Sesame Seed, Soy, Light Sodium Soy, Shitake Mushroom, Sweet & Sour, Szechuan, Thai Peanut Sauce, Teriyaki



- ◆ Daily Rotation of Spices (Minimum of ten (10) daily): Black Pepper, Chopped Garlic, Cajun, Cayenne Pepper, Chili Powder, Cracked Black Pepper, Curry, Garlic Powder, Ginger, Lemon Pepper, Mixed Herbs, Onion Powder, Peanuts, Season Salt, Sesame Seeds, Smoked Paprika, Crushed Chili Pepper, Rosemary, Caribbean Jerk,
- ◆ Daily Rotation of Sides (Minimum of two (2) daily): Brown Rice, Bun, Fried Rice, Lettuce Wraps, Nan, Noodles, Tortillas, White Rice

Self-Serve Fruit

- ◆ Daily Seasonal Whole Fruit (minimum of Three (3) daily): i.e., Apples, Oranges, Bananas, Pears, Peaches, Plums
- ◆ Daily Seasonal Cut Fruit (Minimum of Three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
- ◆ Yogurt (two (2) Varieties, Non-fat and Regular)

Pizza / Pasta

- ◆ Cheese Pizza, Daily
- ◆ Vegetable Pizza - One (1) Daily, Rotating
- ◆ Meat - One (1) Daily, Rotating
- ◆ Cooked-to-Order Pasta (Three (3) Varieties Available at all Times)
- ◆ Varieties of Sauce (One Vegetarian, One Meat, and One Other than Red)
- ◆ Bread variety of 2 (Garlic Bread, Cheese Stix,)

Deli

- ◆ Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused Breads
- ◆ Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
- ◆ Cheese Slices: Mozzarella, Cheddar, Swiss
- ◆ Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
- ◆ Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
- ◆ Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce

Beverages

- ◆ Milk – 2% Low Fat, Skim, Chocolate, and Non-dairy Alternatives
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines)
- ◆ Regular and Decaffeinated Coffee, Cappuccinos, Steamers, etc.
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Aqua Fresca Waters (i.e. Cucumber, Mint, Strawberry, etc.)

Desserts

- ◆ Cakes, Brownies, Bars, Squares (three (3) varieties)
- ◆ Cookies (two (2) varieties)
- ◆ Hard scoop ice cream with low fat, frozen yogurt option
- ◆ Pudding (one (1) type)
- ◆ Crisps (one (1) variety)
- ◆ Jell-O
- ◆ Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)



4.12 Stadium & Sporting Concessions

In the Fall of 2017, East Tennessee State University plans to begin playing football on campus for the first time since November 22, 2003. The plans for the future stadium will be based on a classic horseshoe design, nestled at the foot of Buffalo Mountain in the campus' southwest corner. It is anticipated that in the first phase of this project the stadium will have a capacity of 7,000 guests. Premium seating accommodations within the stadium may include skyboxes, club seats, and mid-field seats. Within in the current design, there will be an open air concourse surrounding the stadium with two main general concession areas at the Northeast and Northwest ends of the stadium. Initially the stadium will be utilized for 5-6 home football games throughout the year. Concessions and catering support shall be offered at all home football games. Additional plans, renderings, and details about the stadium can be found at <http://www.etsustadium.com/>.

It is anticipated that within the stadium's West Tower, there will be three separate hospitality areas that will serve guests participating in the premium seating packages. The West Club hospitality area will be located on the first floor and feature a variety of a la carte options to approximately 500-600 patrons. On the second and third floor of the West Tower there will be two separate skybox hospitality areas. One hospitality area will serve the press boxes while the other will serve 10 skyboxes. There will also need to be foodservice support for the Presidential suite. For each of the hospitality areas, there will be a foodservice staging area directly adjacent to the serving area.

The Bidder must have a strategy to ensure that they do not run out of food at events.

The Bidder will also be required to provide concessions at other major events upon request. Minimum Menu Requirements for concessions should include the following minimum menu items

Focus must be on providing quality food and beverage options at low price points.

General Concessions Menu

- ◆ ¼ pound Cheeseburger
- ◆ ¼ pound Hamburger
- ◆ Chili Cheese Dog
- ◆ ¼ pound Beef Hot Dog
- ◆ Grilled Chicken Sandwich
- ◆ Chicken Tornado with Sour Cream & Salsa
- ◆ Beef Chili
- ◆ Popcorn
- ◆ Nachos with Cheese
- ◆ Hot Pretzel
- ◆ Hot Pretzel with Cheese
- ◆ Chips
- ◆ Candy Bar
- ◆ Soda
- ◆ Bottled Water
- ◆ Coffee & Cocoa
- ◆ Hot Apple Cider
- ◆ Healthy Options (Minimum Variety of Three (3)) including fruit and protein/granola bars.

The Bidder must be able to demonstrate their ability to serve a variety of fresh and high quality menu items from multiple platforms within each of the service areas throughout the West Tower. The a la carte items sold in the West



Club hospitality area will need to be unique and different from the menu profile of the food served within the press box. Similarly, the menus and items served to skybox guests, VIPs, and within the presidential suite will need to be different from the menu served in the press box hospitality area.

4.13 Catering Program

- 4.13.1 East Tennessee State University expects the Contractor to provide the very finest catering program to the University community. ETSU has a robust catering program. The catering food production is based out of The Market Place. Catering is seen as an opportunity for East Tennessee State University to put its best foot forward to the community and its alumni. Catering events on campus range from coffee breaks, pizza, and sandwich delivery to formal receptions and dinners. The contractor will have right of first refusal for catered services only within the DP Culp University Center, unless the total food purchases for the event is less than \$300.00.

There will be three tiers of customers:

- 1) Presidential
 - 2) Day-to-day delivery
 - 3) Pick-up service with low-cost student ordering options
- 4.13.2 The Bidder must demonstrate their knowledge, experience, and capability necessary to meet the University's full range of catering needs which include:
- ◆ Breakfast Buffets
 - ◆ Lunch on the Go
 - ◆ Luncheon Buffets
 - ◆ Afternoon Break
 - ◆ Hot and Cold Hors D'Oeuvres
 - ◆ Carving Stations
 - ◆ Plated Dinner Selections
 - ◆ BBQ
- 4.13.3 Contractor will be responsible for training catering service staff members regarding catering policies and procedures to ensure that orders are correct and delivered on time and that customer service levels are always high.
- 4.13.4 The Contractor will be responsible for obtaining University signature and Banner Index Code on all University sponsored event bills prior to submission to University's Accounts Payable department.
- 4.13.5 The Contractor must integrate their Catering ordering and payment system with the University's eBucs procurement systems, so that orders entered for catering events will be automatically entered into the eBucs system. The cost to integrate the system will be the responsibility of the Contractor and is estimated to be approximately \$5,000. eBucs is the University's eProcurement system (by SciQuest).
- 4.13.6 The Contractor will need to liaise with the University to ensure the following:
- ◆ Continually evaluate the catering service and prices against those offered by off-campus catering companies to ensure that they are in line with the Market Place and to ensure that ETSU catering customers have a positive perception of the campus's catering services.
 - ◆ Seek regular feedback from its customers in order to continually identify opportunities and overcome challenges before they become serious issues.



- ◆ Continually monitor catering staffing resources to ensure that they are fully staffed at all times, especially during peak service times such as homecoming, graduation and other milestone events throughout the academic year.
- 4.13.7 Contractor will be responsible for maintaining a catering webpage and web-based app with the ability for the customer to place orders online and have a confirmation method connected to it.
- 4.13.8 Contractor will be responsible for product purchase, preparation, set-up, delivery, decoration, cleanup and billing of all catered events.
- 4.13.9 Contractor must make the catering event booking as close to a one step process for the customers as possible. Room reservation must be coordinated with East Tennessee State University personnel.
- 4.13.10 The Contractor will be expected to provide cost efficient menu items which are competitive to local area options.
- 4.13.11 All equipment rental including but not limited to china, linen, utensils, drapes and tableware will be the responsibility of the Contractor to procure.



5. Anytime Dining & Retail Operations (Fall 2019 – Spring 2026)

5.1 The New D.P. Culp Dining/Learning Commons

It is anticipated that the \$41 million dollar renovation of the DP Culp Center will be completed in time for the start of the Fall 2019 semester. One of the program elements of this transformation will be the development of a brand new Anytime Dining / Retail Hybrid facility. Once this new revolutionary dining facility is completed, all commuters, residential students, faculty/staff and community members will be welcomed here to dine, meet up with friends, socialize, study, and relax. This location will become the go-to place and the new campus living room for all campus constituents (commuters, residents, faculty, staff, and visitors). This will be **critical** to the future success of the University and its ability to recruit, retain, and engage future students and more importantly provide a central on-campus inclusive experience for everyone.

Within the renovated facility there will be one large and open foodservice space located on the first floor. This hybrid dining facility will be positioned in a central location with high visibility and access to the main foot paths for students traversing the campus. This will be ideally located in the campus core.

As customers enter into the space there will be retail concepts located towards the front of the facility for customers who want to pay with cash or credit card for a retail dining experience. For those customers who would like the Anytime Dining experience, they may swipe their meal plan card and/or pay the door rate to the anytime dining portion of this venue. Once inside, the stations and cooking platforms can be strategically positioned and double sided so as to provide the shared production support and service to both cash-paying retail customers and Anytime Dining patrons. In this manner the shared servery can be connected to and supported by a central kitchen which will create great efficiencies through shared production, and labor savings. Additionally this configuration can be designed in a way to leverage the demand for space and method of service based on the time of day and customer preferences.

Customers will have their choice of several exciting display cooking stations offering a wide variety of innovative and creative menu offerings which could include:

- ◆ Gourmet Grill
- ◆ Deli
- ◆ Pizza and Pasta
- ◆ Southern BBQ
- ◆ Mexican
- ◆ Rotating International
- ◆ Comfort Food with a Carving Station
- ◆ Salad Bar
- ◆ Vegan, Vegetarian, & Special Diet
- ◆ Bakery
- ◆ Starbucks
- ◆ Jamba Juice
- ◆ Beverages
- ◆ Breakfast Bar
- ◆ Convenience Store



Comfortable seating areas will be adjacent to these serving areas throughout this floor of the building. This seating area will be designed for all customers so if a student who chooses anytime dining can get a to-go container and sit with his friend who bought an item at the retail outlet and/or brought their own lunch. There will also be seating inside the anytime dining servery for customers who want a social experience more in line with a Dining/Learning Commons.

In addition, a private dining room will be available for community members who want to meet over a meal. This space can be reserved and when not occupied, and can provide open seating for all customers. Seating will be interspersed throughout the servery so that customers can dine while enjoying the sights and sounds of the venue and watch the foods being prepared and served. If possible, there will be more intimate seating areas where two or three students can work on a group study project. Free wireless printing will be available to those who dine in this area. This will become the see-and-be-seen hang out in the new DP Culp Center. On weekends, this venue will offer a fabulous full-service brunch similar to that served in hotels and resorts.

For customers on the go, Dining Services will provide environmentally-friendly takeout containers so that anytime dining customers may get a meal to take with them back to their room, to a meeting/class and or sit with their friends in the seating area outside of the anytime dining area. We anticipate that many commuter students will find this venue both so inviting and convenient that they will be enticed to purchase a full anytime dining plan.

5.2 The Treehouse

This location will be operated in the same manner as identified in Section A: 4.2 above.

5.3 The Market Place

Once the renovations to the DP Culp Center are complete, the Market Place will be repurposed to become conference and event space with a dedicated catering kitchen.

5.4 Atrium Food Court

Once the renovations to the DP Culp Center are complete, there may no longer be a need for the existing retail foodservice space currently located on the second floor and that Atrium food court could be repurposed.

5.5 The Cave Starbucks

Once the renovations to the DP Culp Center are complete, there may no longer be a need for the existing retail foodservice space currently located in the Cave.

5.6 Sherrod Library Einstein Bros.

This location will be operated in the same manner as identified in Section A: 4.6 above.



5.7 Buc-Stop C-Store

This location will be operated in the same manner as identified in Section A: 4.7 above.

5.8 Subway

This location will be operated in the same manner as identified in Section A: 4.8 above.

5.9 Garage C-Store

This location will be operated in the same manner as identified in Section A: 4.9 above.

5.10 Freshens at the CPA

This location will be operated in the same manner as identified in Section A: 4.10 above.

5.11 Summer Camps and Conferences

This will be operated in the same manner as identified in Section A: 4.11 above.

5.12 Catering Program

This will be operated in the same manner as identified in Section A: 4.12 above.



SECTION B: RFP Instructions

1. RFP Instructions

1.1 Introduction

- 1.1.1 The University has issued this Request for Proposal (RFP) to define the University's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the University's process for evaluating proposals and selecting the Bidder. Through this RFP, University seeks to obtain the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are small, minority, or women-owned an opportunity to do business with the University as contractors and subcontractors.

Vendors must complete the Minority/Ethnicity form (See Section C).

The primary objective is to provide a high level of foodservice which reflects the University's emphasis of community between students, faculty, and staff.

1.1.2 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the University's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the University or in the employment practices of the University's contractors. Accordingly, all vendors entering into contracts with the University shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The University has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Special Assistant to the President for Equity & Diversity
Burgin Dossett Hall, Room 206
1276 Gilbreath Drive
Johnson City, TN 37614
423.439.4445

1.1.3 Assistance to Bidders with a Disability

A Bidder with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Bidder with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline in the RFP Section 2, Calendar of Events.



1.2 Confirmation Of Receipt Of RFP Document

Bidder must complete the Proposal Document Receipt Acknowledgment Section C, Attachment 1, and return via email, as specified on Attachment 1, within 48 hours of receipt of the proposal documents.

1.3 Examination Of Contract Documents (RFP) & Current Facilities

The Bidder is encouraged to carefully examine the foodservice facilities and the RFP documents to become fully informed of the current conditions of the physical facilities, ingress and egress to all foodservice locations, and equipment to be encountered and the character of the work to be performed. The Bidder is responsible for observing and recording its own information needed for developing their proposal response.

East Tennessee State University campus tours and site inspections of all foodservice facilities will be conducted at the mandatory pre-proposal conference. No other comprehensive tours of the back-of-the-house spaces, the dining halls or any other dining facilities will be conducted. Bidders are permitted to visit the public spaces of the campus foodservice at times they are open but only after requesting permission in writing from:

Dr. David D. Collins email collinsd@etsu.edu

Vice President for Finance and Administration

Please note that questioning or interviewing East Tennessee State University employees and students or foodservice employees when visiting the campus will not be permitted at any time. Failure by any Bidder to observe this restriction may be cause for rejection of the Bidder's proposal response.

1.4 Pre-proposal Conference

On February 11th, 2016, potential Bidders are required to attend the pre-proposal conference scheduled for 10 a.m. EST at East Tennessee State University, Johnson City in a conference room to be determined. A maximum of four (4) attendees per company will be permitted to attend. Parking permits and campus map may be obtained on-line at <http://www.etsu.edu/fa/fs/parking/>.

Bidders will not be permitted in the back-of-the-house spaces of the foodservice operations at any other time nor will they be permitted to request plans for any foodservice facilities at any other time. Bidders may visit the public spaces of the foodservices, but must obtain permission in writing from Dr. David D. Collins, Vice President for Finance and Administration, prior to their visit(s).

A question and answer session will be conducted during this conference to respond to oral questions from any and all Bidders. All such requests for information must be submitted in writing and responses will be formally disseminated in writing through ETSU.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.



1.5 Addenda Questions And Responses

A record of all pertinent questions and answers covered at the RFP document review meeting will be sent to the Bidder by ETSU. This document will be identified as Addendum 1. **Bidder shall complete and return to East Tennessee State University, the Acknowledgment of Addenda form, for each addendum received. (See form in Section C, Attachment 2 -Acknowledgment of Addenda)**

Questions from the Bidder before and after the RFP document review meeting will be handled in the following manner. No interpretation of the meaning of the RFP documents as defined in the general conditions, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to the Bidder orally. Any oral explanation or instruction given aside from the RFP document review meeting, before the award of the contract, will not be binding. Every request for interpretations or corrections shall be made in writing via email to the address below:

Name: Doris Lowe – Purchasing Manager

Email: lowed@etsu.edu

Written questions must be received no later than 4:00 p.m. EDT, February 12th, 2016, in order to be given consideration. All interpretations and supplemental instruction will be transmitted by email to the Bidder no later than three (3) working days prior to the last day for submitting proposals. As explained above, Bidder shall complete and return the Acknowledgment of Addenda, for each addendum received.

1.6 Preparation Of Proposal Response

The proposal shall be submitted in an organized manner, each copy separately bound in one three-ring binder, with sections appropriately tabbed and identified for each section identified in Section C: Proposal Submittal Requirements, of this RFP.

Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal response are neither necessary nor desired. An electronic version of proposal responses must also be provided per the instructions outlined in Section B, 1.7.

Wherever repetition occurs in the RFP, with regard to similar requests for information, Bidder need not repeat the information. However, reference should be made to the exact location in the proposal response where the information is already recorded.

Bidder must bear all costs associated with the preparation of the proposal response and any oral presentations(s) requested by East Tennessee State University.

1.7 Delivery of Proposal Response

Each Bidder must submit a proposal in response to this RFP with the most favorable terms that the Bidder can offer. The University reserves the right to further clarify or negotiate with the best evaluated Bidder subsequent to award recommendation but prior to contract execution if deemed necessary by the University. The University may initiate negotiations which serve to alter the bid/proposal in a way favorable to the University. For example, prices may be reduced; time requirements may be revised, etc. In no event shall negotiations increase the cost or amend the proposal such that the apparent successful Bidder no longer offers the best proposal.

Each response to this RFP must consist of a Technical Proposal and a Financial proposal (as described below).



Each Bidder must submit one (1) original, one (1) electronic, and seven (7) copies of the Technical Proposal to the University as well as one (1) original, one (1) electronic, version of the Technical Proposal to PKC, in a sealed package that is clearly marked.

“Technical Proposal in Response to RFP- 6792 – Do Not Open”

Note: The electronic copy must be included in the Technical portion of the bid response on a disc or thumb drive. Email or fax copies are not allowed.

The Bidder must sign and date the original Proposal Transmittal & Statement of Certification found in Section C: Attachment 6. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit originals with an original signature will be cause for rejection of the proposal.

Each Bidder must submit one (1) original, and one (1) electronic of the Financial proposal to the University as well as one (1) original, one (1) electronic, version of the Financial proposal to the PKC, in a sealed package that is clearly marked.

“Financial proposal in Response to RFP- 6792 – Do Not Open”

If a Bidder encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Bidder must clearly mark the outermost package.

“Contains Separately Sealed Technical and Financial proposals for RFP- 6792”

NOTICE: NO PRICING INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. INCLUSION OF FINANCIAL PROPOSAL AMOUNTS IN THE TECHNICAL PROPOSAL WILL MAKE THE PROPOSAL NON-RESPONSIVE, AND THE UNIVERSITY SHALL REJECT IT. THIS INCLUDES REFERENCES TO ITEMS THAT ARE INCLUDED “FREE” OR “AT NO ADDITIONAL COST”, ETC.

The Bidder must sign and date the original Financial Proposal & Instruction Document found in Section C: Attachment 8. Digital, electronic, or facsimile signatures will not be acceptable as the original signature. Failure to submit originals with an original signature shall be cause for rejection of the proposal.

If a Bidder fails to submit a Financial proposal as required, the University shall determine the proposal to be non-responsive and reject it.

The proposal shall be addressed to:

Doris Lowe
Purchasing Manager
East Tennessee State University
1276 Gilbreath Drive
Burgin Dossett Hall, B-16
Johnson City, TN 37614
423.439.4224
Fax 423.439.5746
lowed@etsu.edu

And;

Josh Lazarus
Project Manager



Porter Khouw Consulting, Inc.
P.O. Box 4028
1672 Village Green
Crofton MD, 21114
Tel: 410-451-3617

A proposal received after the submission date and time will not be considered. Requests for extension of submission date and time will not be granted unless the University determines, at its sole discretion, that the original due date appears impractical. Notice of any extension will be provided in writing to Bidder.

Failure to provide an original signature on any of the required forms included in Section C: Attachments will disqualify your proposal

1.8 Performance Bond

The University shall require a Performance Bond upon approval of a contract pursuant to this RFP. The amount of the performance bond must be in the sum of five hundred thousand (\$500,000). The successful Bidder shall obtain the required performance bond in form and substance acceptable to the University (Section C: Attachment 3) and provide it to the University no later than one day after the Intent to Award notification has been sent to the bidders. The Performance Bond Deadline date in the RFP Section A: 1.2, Calendar of Events. Failure to provide the performance bond by the deadline may result in contract termination."

1.9 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Calendar of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Bidder's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.10 Receipt and Opening of Proposal

Proposals will be received and publicly opened.

1.11 Withdrawal of Proposal Response

A bidder may withdraw a submitted proposal at any time up to the Proposal due date and time as identified in Section A, Calendar of Events. Proposal shall be effective for 120 days from the date of receipt at East Tennessee State University unless extended by mutual consent of the University and the Bidder.

1.12 Proposal Evaluation and Methodology

The purpose of the proposal evaluation is to objectively analyze proposal submittals to narrow the list of Bidders to those companies best qualified to manage the food service operations for East Tennessee State University. Evaluation criteria follows the proposal submittal requirements exactly, allowing for an organized and consistent evaluation process. The evaluation process highlights the following major sections which correspond to the RFP



Proposal submittal requirements. Each of the sections is assigned a weighing figure reflecting the importance placed on each section.

- 1.12.1 The proposal evaluation process is designed to award the Contract not necessarily to the Bidder of least cost, but rather to the Bidder with the best combination of attributes based upon the evaluation criteria.
- 1.12.2 The University will review each Technical Proposal to determine compliance with mandatory requirements. If the University determines that a proposal may have failed to meet one or more of the mandatory requirements, the University will review the proposal and document his/her determination of whether. (1) the proposal meets requirements for further evaluation, (2) the University will request clarifications, or (3) the University will determine the proposal to be non-responsive to the RFP and reject it. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected.
- 1.12.3 A Proposal Evaluation Team appropriate to the scope and nature of the RFP will evaluate each Technical Proposal that appears responsive to the RFP.
- 1.12.4 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Technical Proposal and Evaluation Guide.
- 1.12.5 The University reserves the right, at its sole discretion, to request Bidder clarification of a Technical Proposal or to conduct clarification discussions with any or all Bidders. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the University. The subject Bidder shall put any resulting clarification in writing as may be required by the University.
- 1.12.6 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Financial proposals and use the RFP Financial proposal and Scoring Guide to calculate and document the Financial proposal scores.
- 1.12.7 For each responsive proposal, the RFP Coordinator will add the Technical Proposal score to the Financial proposal score.
- 1.12.8 Porter Khouw Consulting will provide an independent proposal evaluation report to the University that will not be a basis for scoring. Rather the independent proposal evaluation report will be used as a reference for consideration. The University will solely be responsible for the technical scoring and evaluation of bids.

Section	Weight
Mandatory Requirements	Pass/Fail
Anytime Dining (Program, Menus, Concept Descriptions and Variety)	25%
Anytime Dining – Staffing (Appropriate Coverage, Customer Service, Professional Appearance)	10%
A La Carte Operations (Program, Menus, and Concept Descriptions)	10%
A La Carte Operations–Staffing (Appropriate Coverage, Customer Service, Professional Appearance)	4%
A La Carte Operations – Pricing and Portions	4%
Management Organization	9%
Labor & Training Practices	5%
Sanitation & Safety	4%
Sustainability Program	4%



Section	Weight
Financial Proposal Cost information & Financial Statements	25%
Optional Proposal Quotations	0%

1.13 Visits to Bidders' Facilities

Representatives from East Tennessee State University reserve the right to inspect Bidders' existing University foodservice accounts and to interview prospective Contractor's prior to award of this contract.

1.14 Negotiations With Bidders

East Tennessee State University reserves the right to negotiate and hold discussions with the Bidders as necessary to protect its own best interests. However, ETSU may award a contract based on the initial offer without discussions of each offer, and reserves the right to reject any and all proposal responses received, waive minor technicalities and will be the sole judge as to whether the Bidder's response has satisfactorily met the requirements of the RFP.

Accordingly, Bidders should offer their most favorable terms from a price and service standpoint. The successful Contractor will be selected based on fulfillment of the RFP requirements and taking into consideration quality of product, commission/cost per student per day to ETSU, food services provided, affordable and fair prices to the customer, past performance and reputation, and being able to reach a total agreement satisfactory for ETSU anticipated needs.

1.15 Award of Contract

Award of the contract or rejection of all proposal responses is scheduled for April 15th, 2016 or sooner. Performance under this contract is not expected to commence prior to July 1st, 2016. ETSU reserves the right at its sole discretion, to award or reject a proposal response for any reason and to modify these dates. Proposal responses may be rejected by ETSU if they reflect omissions, alterations of forms, additions not called for, conditions, limitations, unauthorized proposals, or other irregularities of any kind, as determined by ETSU.

Any special requirements needed by the Bidder to commence services must be listed in proposal response and identified in the Table of Contents.

1.16 Ethics in Contracting

By submitting their proposal responses, the Bidder certifies that their proposal responses are made without collusion or fraud and that they have neither offered nor received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal response, and that they have not conferred on any East Tennessee State University employee or PKC employee, past or present, any payment, loan, subscription, advance, deposit of money, travel, services or even items of a nominal value, present or promised.



1.17 Independent Contractor Relationship

The Bidder and East Tennessee State University mutually understand and agree, and it is the intent of the parties, that an independent Contractor relationship will be established under the terms and conditions of any resulting agreement; that employees of the Contractor (awardee) are not nor shall they be deemed to be employees of East Tennessee State University; and, that employees of East Tennessee State University are not nor shall they be deemed to be employees of Contractor (awardee).

1.18 Execution of Contract

The Bidder to whom the contract is awarded shall, within ten (10) days after the prescribed documents are presented for signature, execute and deliver to ETSU the Contract and including those items added or deleted during negotiations, satisfactory evidence of all required insurance coverage, and proof (e.g. incumbency certificate) satisfactory to ETSU of the authority of the person(s) executing the contract. The above documents must be furnished executed, and must be delivered before the contract will be executed by ETSU. The contract shall not be binding upon ETSU until it has been executed by the University and the Tennessee Board of Regents and a copy of such fully executed contract is delivered to the successful Bidder.

1.19 Subcontracts

Nothing in this RFP shall be construed as creating any contractual relationship between any Bidder, subcontractor and East Tennessee State University. Subcontractors will be permitted only with prior authorization of the East Tennessee State University Vice President for Finance and Administration. The successful Bidder is responsible for the performance of any subcontractor under its control. Sub-contractors must meet the same contractual requirements as the selected Contractor including insurance requirements.

1.20 Labor

Except as previously stipulated regarding the Contractor's Food Service Director, Catering Manager and Executive Chef assigned to ETSU, the Contractor will give full and appropriate consideration to all current contracted dining employees when recruiting the staff required to fulfill the contract.

1.21 Student Employees

The successful Bidder will be strongly encouraged to use student help during the term of this contract. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, duties, etc.).

Students employed by the Contractor will be paid at least the prevailing federal minimum wage. The University shall have the right to determine the number of hours each student may work, the nature of the work performed, and other conditions of employment University deems appropriate.



1.22 General Requirements & Contracting Information

1.22.1 Bidder required Review and Waiver of Objections

Each Bidder must carefully review this RFP and all attachments, including but not limited to the Draft Management Agreement, for defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). All such Comments must be made in writing and received by the University no later than the deadline for the submission of questions, established in the Calendar of Events outlined in Section A. This will allow issuance of any necessary amendments and help prevent the necessity of cancelling the RFP.

A Protest shall be considered waived if the subject matter of the Protest was known or should have been known to the Protester before the submission deadline and the Protester did not raise the issue in a Written Comment.

1.22.2 RFP Amendment and Cancellation

The University reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the University will communicate such amendment to the potential Bidders who were provided the original RFP. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The University reserves the right, at its sole discretion to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

1.22.3 Proposal Prohibitions and Right of Rejection

The University reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

Each proposal must comply with all of the terms of this RFP and all applicable state laws and regulations. The University may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The University may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the University may reject such a proposal.

A proposal of alternate services (i.e., a proposal that offers services different from those requested by this RFP and fails to address the minimum service requirements established in this RFP) shall be considered non-responsive and rejected.

After having complied with the base proposal as articulated in foodservice Section A: Foodservice Program in this RFP, a Bidder is given the option to submit an alternate program proposals. The Bidder shall be required to prepare and submit a complete set of financial worksheets and pro forma's for each year of the term of the agreement for the alternate proposal. As shown in Appendix 4 in conjunction with instruction for completing the pro forma workbook in the Excel file provided.

1.22.4 A Bidder may not restrict the rights of the University or otherwise qualify a proposal. The University may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected. The following is a list of the impermissible clauses:

1. Hold harmless / indemnification by the State.
2. Disclaimers of liability for incidental, exemplary or consequential damages.
3. Disclaimers of express or implied warranties.



4. Limitation on dollar amount which can be covered by the State.
 5. Limitation on time within which State may bring suit.
 6. No termination date.
 7. Advanced deposits or payments required.
 8. State shall pay any taxes associated with the contract.
 9. Assessment of penalties and liquidation damages against the State.
 10. Binding arbitration clause.
 11. Award of attorney's fees and costs in case of breach by the State.
 12. Governing law other than Tennessee; consent to jurisdiction outside Tennessee.
 13. Provisions requiring payment of interest, late charges or finance charges in excess of Tennessee Prompt Pay Act.
 14. Provisions requiring confidentiality and nondisclosure that violate the Tennessee Open Records Act, TCS § 10-7-101, et. Seq
 15. Miscellaneous
 - A. The University may not consent to the issuance of an injunction in the event of breach. An injunction against the State may only be issued pursuant to court order.
 - B. Travel expenses and per diem expenses may not exceed those set by TBR policy.
 - C. The risk of loss for goods in transit may not pass to the State before delivery unless the seller provides adequate insurance.
 - D. A contract may not be amended or extended if the termination date has passed. Once the contract has expired, there is no legal document remaining to either amend or extend.
 - E. The State may not be required to purchase or obtain insurance including liability insurance, performance bonds, or property insurance.
 - F. State may not be required to pay for labor not employed by the State unless the costs are covered in the contract.
- 1.22.5 A Bidder may not submit the Bidder's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the University may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 1.22.6 A Bidder shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Bidder unless specifically provided for in this RFP.
- 1.22.7 A Bidder shall not submit multiple proposals in different capacities. This prohibited action shall be defined as a Bidder submitting one proposal as a prime contractor and permitting a second Bidder to submit another proposal with the first Bidder offered as a subcontractor. This restriction does not prohibit different Bidders from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as



a prime contractor. Submitting multiple proposals in different capacities may result in the disqualification of all Bidders knowingly involved.

- 1.22.8 The University shall reject a proposal if the Financial proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other Bidder. Regardless of the time of detection, the University shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

- 1.22.9 The University shall not contract with or consider a proposal from:

An individual who is, or within the past six months has been, a state employee. An individual shall be deemed a state employee until such time as all compensation and terminal leave has been paid.

Contracts with a company or corporation in which a controlling interest is held by any state employee or the employee's spouse shall be considered, for the purpose of applying this rule, to be a contract with the individual.

A company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity).

A company, corporation, or any other contracting entity which employs an individual who is or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person.

Any individual, company, or other entity involved in assisting the University in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Bidders, and such individual, company, or other entity may not submit a proposal in response to this RFP.

The University reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the University waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Bidder from full compliance with the RFP.

- 1.22.10 Incorrect Proposal Information

If the University determines that a Bidder has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Bidder knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

- 1.22.11 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the Contract before contract signing at the sole discretion of the University. Costs associated with additional services must be provided on a separate attachment in the financial proposal. Please note that proposed additional services will not be used in evaluating the proposal.

- 1.22.12 Assignment and Subcontracting



The Bidder awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the Contract without the University's prior, written approval.

A subcontractor may only be substituted for a proposed subcontractor at the discretion of the University and with the University's prior, written approval.

At its sole discretion, the University reserves the right to refuse approval of any subcontract, transfer, or assignment.

Notwithstanding University approval of each subcontractor, the Bidder, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

1.22.13 Right to Refuse Personnel

At its sole discretion, the University reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

1.22.14 Insurance

Successful Bidder must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Bidder shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law. The Bidder shall deliver to the University a certificate of insurance no later than the effective date of the contract. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Bidder, upon receiving a notice of cancellation, shall give immediate notice to the University.

The enumeration in the contract or in this document of the kinds and amounts of liability insurance shall not abridge, diminish or affect the contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the services of the successful bidder under this contract.

Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the University shall be in form and substance acceptable to the University.

1.22.15 Licensure

The apparent successful Bidder must hold all necessary, applicable business and professional licenses. The University will require any or all Bidders to submit evidence of proper licensure or eligibility for issuance of such licensure by the effective date of the contract with the RFP response. Licensure information must be clearly identified on the outside of Bidder's technical response. (If the scope of services requires a license from the TN Board for Licensing Contractors, the Bidder MUST have that license prior to submitting the Proposal).

1.22.16 Sales and Use Tax

Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Bidder provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov. The contractor shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor's subcontractor.



1.22.17 Financial Stability

The successful Bidder will be required to provide information to TBR to demonstrate financial stability and capability prior to award of contract.

1.22.18 Proposal Withdrawal

A Bidder may withdraw a submitted proposal at any time up to the Proposal Due date and time as identified above in Section A, Calendar of Events. To do so, a Bidder must submit a written request, signed by a Bidder's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Bidder may submit another proposal at any time up to the Proposal Deadline.

1.22.19 Proposal Errors and Amendments

At the option of the University, a Bidder may be bound by all proposal errors or omissions. A Bidder will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date in Section A, Calendar of Events unless formally requested, in writing, by the University.

1.22.20 Proposal Preparation Costs

The University will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

1.22.21 Continued Validity of Proposals

All Proposals shall state that the offer contained therein is valid for a minimum of one hundred twenty (120) days from the date of opening. This assures that Bidder's offers are valid for a period of time sufficient for thorough consideration. Proposals which do not so state will be presumed valid for one hundred twenty (120) days.

1.22.22 Disclosure of Proposal Contents

Each proposal and all materials submitted to the University in response to this RFP shall become the property of the University. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process.

Upon the completion of the evaluation of proposals, indicated by public release of a Letter of Intent to Award, the proposals and associated materials shall be open for review by the public in accordance with Tennessee Code Annotated, Section 10-7-504(a)(7). By submitting a proposal, the Bidder acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

In an RFP is re-advertised, all prior offers and/or proposals shall remain closed to inspection by the Bidders and/or public until evaluation of the responses to the re-advertisement is complete.

1.22.23 Contractor Registration

All service contractors must complete a vendor application with University and become a registered vendor. The vendor application submitted by the Bidder will be sent to the Governor's Office of Diversity Business Enterprise for official certification. However, registration with the University is not required to make a proposal (any unregistered service provider must simply register as required prior to the final contract approval). The vendor application is provided in Section C: Attachment 5

1.22.24 Contract Approval



The RFP and the contractor selection processes do not obligate the University and do not create rights, interests, or claims of entitlement by either the Bidder with the apparent best-evaluated proposal or any other Bidder. Contract award and University obligations pursuant thereto shall commence only after the contract is signed by the Contractor and all other University/State officials as required by state laws and regulations.

1.22.25 Contract Cancellation

Either party reserves the right to cancel the contract with a one hundred twenty (120) day written notice. The contractor may only terminate for cause, and termination may not occur before the end of the semester in which notice of cancellation was provided.

1.22.26 Contract Payments

All contract payments shall be made in accordance with the Contract's Payment Terms and conditions provisions (refer to Draft Management Agreement). No payment shall be made until the Contract is approved as required by state laws and regulations. Under no circumstances shall the University be liable for payment of any type associated with the Contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by University officials as required by applicable statutes and rules of the State of Tennessee or before the Contract start date or after the Contract end date specified by the Contract. Payments to the Contractor will be made in accordance with the Tennessee Prompt Pay Act (T.C.A. Section 12-4-701 et. Seq).

1.22.27 Contract Monitoring

The Contractor's deliverables and services provided pursuant to this contract shall be subject to monitoring and evaluation by the University, by a duly appointed representative(s). The Contractor shall submit brief, periodic, progress reports to the University as requested.

1.22.28 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the University and Bidders shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

1.22.29 Policy and Guideline Compliance

This proposal request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents (www.tbr.edu) and the University (available upon request).

1.22.30 Protest Procedures

Protest procedures and protest bond can be found at the following internet address.
http://www.etsu.edu/procurement/purchasing/documents/Bid_Protest_Procedure.pdf



SECTION C: Proposal Submittal Requirements

1. Introduction

East Tennessee State University requires the Bidder to submit information concerning their technical, financial, and other abilities to provide the services described in this RFP. Bidder must follow the minimum specifications as described in Section A: Foodservice Program. Bidder must submit the information shown below. All forms that need to be completed are contained in this section.

BIDDER CHECKLIST

The checklist below identifies the items which the Bidder must complete and submit with their proposal. Any errors or omissions made on the checklist do not relieve the Bidder of the responsibility to complete and submit all required documents in this RFP.

<u>Attachments</u>	<u>Number</u>
Proposal Document Receipt Acknowledgment	1
Acknowledgment of Addenda	2
Contractor's Performance Bond	3
Minority/Ethnicity Form	4
Vendor Application Form & Instructions	5
Proposal Transmittal & Statement of Clarification	6
Technical Evaluation Proposal Guide	7
Financial proposal & Instructions	8
Vendor Product Accessibility Statement & Documentation	9
Accessibility Conformance and Remediation Form	10

TECHNICAL PROPOSAL

- ◆ Program, Menus, and Concept Descriptions
- ◆ Staffing – Residential and Retail Dining Operations
- ◆ Management organization
- ◆ Labor Training practices
- ◆ Sanitation and Safety Programs
- ◆ Sustainability

FINANCIAL PROPOSAL

- ◆ Base proposal Quotation
- ◆ Optional Proposal Quotation

**ATTACHMENT 1****Proposal Document Receipt Acknowledgment**

Please complete the following acknowledgment form and immediately **Emailed** to:

Doris Lowe

East Tennessee State University

Purchasing Manager

Email: Lowed@etsu.edu

Tel: 423-439-6889

Josh Lazarus

Porter Khouw Consulting

Project Manager

JLazarus@porterkhouwconsulting.com

Tel: 410-451-3617

Date Proposal Document Received: _____

Will you be bidding on this requirement: _____ (yes) _____ (no)

If not, why?

Person responsible for this Proposal: _____

This is the person in your organization who is to receive any addenda (changes, additions, deletions and East Tennessee State University answers.)

Complete address for this person:

Address 1: _____

Address 2: _____

Phone: () _____

FAX: () _____

List the names and titles of the individuals (up to four) who will attend the RFP document review meeting.

1. _____

2. _____

3. _____

4. _____



ATTACHMENT 2

Acknowledgment of Addenda

This form must be maintained cumulatively by the Bidder, and whenever an addendum is received by the Bidder, the number is entered on this form, and a copy of it is then to be emailed to the following:

Doris Lowe

East Tennessee State University
Purchasing Manager
Email: Lowed@etsu.edu
Tel: 423-439-6889

Josh Lazarus

Porter Khouw Consulting
Project Manager
JLazarus@porterkhouwconsulting.com
Tel: 410-451-3617

Addendum No. _____	Signature _____	Date _____
Addendum No. _____	Signature _____	Date _____
Addendum No. _____	Signature _____	Date _____
Addendum No. _____	Signature _____	Date _____

**ATTACHMENT 3****Contractor's Performance Bond**

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Oblige, hereinafter called the Oblige, and in the penal sum of

\$

(Dollar Amount of Bond)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Oblige has engaged the Principal for a sum not to exceed

(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposal bearing the RFP 6792

(RFP 6792)

a copy of which said Request for Proposal and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Oblige from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Oblige any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote subcontractor or furnish of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.



AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

_____ day of _____, _____.

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)



ATTACHMENT 4

Minority/Ethnicity Form

In order to comply with reporting regulations required by the State of Tennessee and the United States federal income tax laws, it is necessary that the following information be provided prior to the issuance of any contract.

1. Name of Contractor: <hr/> Federal ID / Social Security Number: <hr/>	2. Is Contractor a US citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, state country of citizenship: <hr/> (If not a US Citizen, please include a copy of Visa with this form.)
3. Kind of Ownership (Check one): <input type="checkbox"/> Govt. (GO) <input type="checkbox"/> Agency of the State of Tennessee (SA) <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Minority* (see reverse side for definition) <input type="checkbox"/> Woman (WO)** (see reverse side for definition) <input type="checkbox"/> Small (SM)*** (see reverse side for definition) <input type="checkbox"/> Service-Disabled Veteran****(see reverse side for definition)	4. Minority / Ethnicity Code (Check One): <input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS) <input type="checkbox"/> Other Minority (MO) Specify: _____
5. Preference for reporting purposes: (Note: If Contractor qualifies in multiple categories as small, woman-owned and/or minority, Contractor is to specify in which category he / she is to be considered for reporting and classification purposes.) <input type="checkbox"/> Small <input type="checkbox"/> Minority <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Service-Disabled Veteran	
6. Certification: I certify that all the information as completed above is accurate and true. <hr/> <div style="display: flex; justify-content: space-between;"> Signature Date </div> Name (Printed): _____ Title: _____	

***Minority Ownership Clarification:**

"Minority owned business" means a business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background.

"Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:

- a) African American (a person having origins in any of the black racial groups of Africa);
- b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- d) Native American (a person having origins in any of the original peoples of North America).

****Woman-Owned Business Clarification:**

A "woman-owned business" means a woman owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women.

*****Small Business Ownership Clarification:**

A "small business" means a business that is independently owned and operated for profit, is not dominant in its field of operation and is not an affiliate or subsidiary of a business dominant in its field of operation.

The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.

******Service-Disabled Veteran Business Enterprise (SDVBE) Clarification**

Tennessee Service-Disabled Veteran owned mean any person who served honorably on active duty in the Armed Forces of the United States with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service. "Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function.

Tennessee Service-Disabled Veteran owned means a service-disabled owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function, and

1. is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled owned veterans;
2. In the case of a business solely owned by (1) service-disabled veteran and such person's spouse, is at least fifty percent (50) owned and controlled by the service-disabled veteran; or
3. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more service-disabled veteran and whose management and daily business operations are under the control of one (1) or more service-disabled veteran.

TYPE OF BUSINESS	ANNUAL GROSS SALES	NO. OF EMPLOYEES
Agriculture, Forestry, Fishing	\$500,000	9
Architectural / Design / Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance & Real Estate	\$1,000,000	9
Information Systems / Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing / Communications / Public Relations	\$2,000,000	30
Medical / Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce & Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

**ATTACHMENT 5****Vendor Application Form & Instructions**

East Tennessee State University
Vendor Application
Procurement & Contract Services
P.O. Box 70729
Johnson City, TN 37614-1710
www.etsu.edu/procurement
Phone: (423) 439-4224

1. Company Name & Bid Address (Info will be verified against IRS records & vendor name)	2. Address to which payments are to be mailed (if same as #1, leave blank)
3. Telephone (toll free)	4. Telephone (other)
5. Fax	6. Name of Contact Person
7. Email Address of Contact Person	8. Company URL
9. Federal Identification Number (FEIN) Note: Company name must match IRS records	10. Social Security Number (if no FEIN)
11. Type of Organization (Check one) <input type="checkbox"/> Individual <input type="checkbox"/> Foreign Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Medical/Health Corp State of Incorporation: _____ Year of Incorporation: _____	12. Kind of Ownership (Check all that apply): <input type="checkbox"/> Govt. (GO) <input type="checkbox"/> Minority <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Woman (WO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Small (SM) <input type="checkbox"/> Service-Disabled Veteran
13. Minority Ethnicity Code (Check One): <input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS) <input type="checkbox"/> Other Minority (MO) Specify: _____	14. Preference for reporting purposes: <input type="checkbox"/> Small <input type="checkbox"/> Minority <input type="checkbox"/> Woman-Owned <input checked="" type="checkbox"/> Service-Disabled Veteran
15. Type of Business (Check one): <input type="checkbox"/> Agriculture, Forestry, Fishing <input type="checkbox"/> Construction <input type="checkbox"/> Marketing/Communications/Public Relations <input type="checkbox"/> Architectural/Design/Engineering <input type="checkbox"/> Educational <input type="checkbox"/> Medical/Healthcare <input type="checkbox"/> Manufacturing	16. Number of Employees <input type="text"/>
	17. Excluded from Federal Procurement or Nonprocurement Programs? Yes No _____ https://www.sam.gov/portal/SAM/#1



- ☐ Mining
☐ Finance, Insurance & Real Estate
☐ Information Systems/Technology
☐ Transportation, Commerce & Utilities
- ☐ Retail Trade
☐ Service Industry
☐ Wholesale Trade

18. Annual Gross Sales

19. Commodities: List goods and services for which your company wishes to receive bid opportunities. If additional space is needed please attach a separate sheet to the vendor application.

20. *

SECTION A –
CONTRACTOR IS AN INDIVIDUAL

Is or has the Contractor been a state employee?

- ☐ NO (no additional information required)
☐ YES

Was such employment within the past six months?

- ☐ NO
☐ YES

SECTION B –
CONTRACTOR IS A COMPANY
(e.g. sole proprietorship, partnership, or corporation)

Does an individual (or an individual's immediate family member), who is or has been a state employee, own controlling interest (more than 4%) in the Contractor company?

- ☐ NO (no additional information required)
☐ YES

Was such employment within the past six months?

- ☐ NO
☐ YES

21. Certification: By submitting this form, I certify that I am an authorized representative of the above company and that all the information as completed above is true and accurate.

Name

Title

Date

*Conflict of Interest Policy: <https://policies.tbr.edu/policies/conflict-interest> and <https://policies.tbr.edu/policies/purchasing-policies-and-procedures> -Exhibit 3

**Vendor Application Instructions**

1. **Company Name and Bid Address.** Enter your company's name and the mailing address to where bids are to be mailed.
2. **Address to which payments are to be mailed.** Enter your company's mailing address where payments are to be mailed. If the same as the bid address, leave blank.
3. **Telephone (toll free).** Enter your company's toll-free telephone number.
4. **Telephone (other).** Enter your company's other (toll) telephone number.
5. **Fax.** Enter your company's fax number.
6. **Name of Contact Person.** Enter the name of the person who will serve as the company's contact person for bid purposes.
7. **Email Address of Contact Person.** Enter the email address of the person listed in #6.
8. **Company URL.** Enter your company's web address (URL).
9. **Federal Identification Number (FEIN):** Enter your company's federal identification number (FEIN).
10. **Social Security Number.** If applicant is an individual or if your company does not have an FEIN, enter your social security number.
11. **Type of Organization.** Choose and select one of the listed types of organizations that best describes your company.
12. **Kind of Ownership.** Choose and select one of the listed kinds of ownership that apply to your company. (See Minority and Woman Owned Business Ownership Clarifications below.)
13. **Minority Ethnicity Code.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Choose and select one of the listed minority ethnicity codes that describes your company's ownership. (See Minority Business Ownership Clarification below.)
14. **Annual Gross Sales.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Please choose and select one of the listed sales volume categories that best describes your company's annual gross sales amount. (See Small Business Ownership Clarification below.)
15. **Type of Business.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Choose and select one of the listed types of businesses that best describes your company. (See Small Business Ownership Clarification below.)
16. **Number of Employees.** For classification purposes to satisfy purchasing and reporting requirements of the State of Tennessee, this information is needed. Please specify the number of employees currently employed with your company. (See Small Business Ownership Clarification below.)
17. **Excluded from Federal Procurement or Non-procurement Programs.** Are you or any of the principals of your company presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department agency from participation in bid processes? Answer yes or no.
18. **Preference for Reporting Purposes.** If your company qualifies in multiple categories as small, woman owned and/or minority, please specify in which category that you desire for your company to be considered for reporting and classification purposes.
19. **Comments.** List any additional information that you may wish to add to the application.
20. **Commodities.** As part of the vendor application process, please specify the commodities (goods and/or services) that are available for purchase from the applicant. The commodity code listing is enclosed.
21. **Certification.** Sign form and provide information as requested.

***Minority Ownership Clarification:**

"Minority owned business" means a business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background.

"Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:

- a) African American (a person having origins in any of the black racial groups of Africa);
- b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- d) Native American (a person having origins in any of the original peoples of North America).

****Woman-Owned Business Clarification:**

A "woman-owned business" means a woman owned business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one or more women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more women and whose management and daily business operations are under the control of one (1) or more women.

*****Small Business Ownership Clarification:**

A "small business" means a business that is independently owned and operated for profit, is not dominant in its field of operation and is not an affiliate or subsidiary of a business dominant in its field of operation.

The Governor's Office of Diversity Business Enterprise establishes small business guidelines on industry size standards. The criteria guidelines are required to be met in order for a business to be considered small. The annual receipts or number of employees indicates the maximum allowed for a small business concern and its affiliates to be considered small.

******Service-Disabled Veteran Business Enterprise (SDVBE) Clarification**

Tennessee Service-Disabled Veteran owned mean any person who served honorably on active duty in the Armed Forces of the United States with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service. "Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function.

Tennessee Service-Disabled Veteran owned means a service-disabled owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function, and

1. is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled owned veterans;
2. In the case of a business solely owned by (1) service-disabled veteran and such person's spouse, is at least fifty percent (50) owned and controlled by the service-disabled veteran; or
3. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned and controlled by one (1) or more service-disabled veteran and whose management and daily business operations are under the control of one (1) or more service-disabled veteran.

TYPE OF BUSINESS	ANNUAL GROSS SALES	NO. OF EMPLOYEES
Agriculture, Forestry, Fishing	\$500,000	9
Architectural / Design / Engineering	\$2,000,000	30
Construction	\$2,000,000	30
Educational	\$1,000,000	9
Finance, Insurance & Real Estate	\$1,000,000	9
Information Systems / Technology	\$2,000,000	30
Manufacturing	\$2,000,000	99
Marketing / Communications / Public Relations	\$2,000,000	30
Medical / Healthcare	\$2,000,000	30
Mining	\$1,000,000	49
Retail Trade	\$750,000	9
Service Industry	\$500,000	9
Transportation, Commerce & Utilities	\$1,000,000	9
Wholesale Trade	\$1,000,000	19

**ATTACHMENT 6****Proposal Transmittal & Statement of Certification**

TECHNICAL PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES *The Bidder must complete and sign this Technical Proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Bidder's chief executive, attach evidence showing the individual's authority to bind the proposing entity.*

BIDDER LEGAL ENTITY NAME:

The Bidder does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This technical proposal constitutes a commitment to provide all services as defined in the RFP, Draft Management Agreement, and accompanying documentation, for the total contract period and confirmation that the Bidder shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP and Draft Management Agreement. A Bidder may not submit the Bidder's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Institution may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 2) The information detailed in the proposal submitted herewith in response to the RFP is accurate.
- 3) The proposal submitted herewith in response to the RFP shall remain valid for at least **120 days** subsequent to the date of the Financial proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Bidders shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Bidder in connection with the Procurement under this RFP.
- 5) The Bidder shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the Draft Management Agreement.
- 6) The Bidder shall provide a performance bond in accordance with the requirements of the RFP. Failure to provide the Institution with the required performance bond will be cause for rejection of proposal.
- 7) The Bidder certifies, by signature below and submission of this proposal, that neither I nor my principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

SIGNATURE & DATE:



ATTACHMENT 7

Technical Evaluation Proposal Guide

MANDATORY REQUIREMENTS

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Bidder must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Bidder must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Chief Procurement Officer must review the proposal and attach a written determination. A determination that a proposal is non-responsive must be approved by the Chief Business Officer before notice may be sent out that the proposal has been rejected. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

BIDDER LEGAL ENTITY NAME:

Proposal Page # (Bidder completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.1	The Proposal must be delivered to the Institution no later than the Proposal Deadline specified in the RFP Section A, Calendar of Events.	
	A.2	The Technical Proposal and the Financial Proposal documentation must be packaged separately as required.	
	A.3	The Technical Proposal must NOT contain cost or pricing information of any type.	
	A.4	The Technical Proposal must NOT contain any restrictions of the rights of the State/Institution or other qualification of the proposal.	
	A.5	The Bidder must acknowledge and comply with the required program as set forth above in the RFP; however given the needs of the University, the Bidder is welcome to propose an alternate bid proposal so long as the base bid requirements are met.	
	A.6	A Bidder must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.7	Provide the Proposal Transmittal and Statement of Certifications and Assurances (RFP Section C Attachment 6) completed and signed by an individual empowered to bind the Bidder to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.8	Provide a statement, based upon reasonable inquiry, of whether the Bidder or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee or Institution) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the Institution, and the Institution reserves the right to cancel any award.	
	A.9	Provide a current bank reference indicating that the Bidder's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.10	Provide two current positive credit references from vendors with which the Bidder has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	



BIDDER LEGAL ENTITY NAME:			
Proposal Page # (Bidder completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.11	Provide EITHER : (a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Bidder (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); OR (b) a Dun & Bradstreet Credit eValuator Plus Report, verified and dated within the last three (3) months and indicating a positive credit rating for the Bidder.	
	A.12	Provide a Minority/Ethnicity Form (Attachment 6.1).	
	A.13	Provide a copy of a current certificate of liability insurance. If Bidder's current limits/coverages do not meet the requirements above, prior to contract award, the successful Bidder will be required to submit a valid, current certificate of insurance that meets the requirements of Section B: 1.22.13.	



ATTACHMENT 8

Financial Proposal & Instructions

FINANCIAL PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES *The Bidder must complete and sign this Financial proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Bidder's chief executive, attach evidence showing the individual's authority to bind the proposing entity. This document must be submitted separately within the Financial proposal*

NOTICE TO BIDDER: This Financial proposal **MUST** be completed **EXACTLY** as identified below.

BIDDER NAME:

SIGNATURE & DATE:

Instructions for Completing the Pro Forma Workbook

PKC has prepared an Excel based set of worksheets and pro forma to aid the Bidder in collecting, calculating and presenting their data. The Bidder shall be completely responsible for the numbers and calculations as shown on the worksheet and will ultimately be used as the basis for all financial calculations and projections associated with this proposal.

The Bidder is expected to complete the pro forma workbook provided on the included Excel file. This pro forma workbook covers an eleven year period. The workbook includes the following worksheets:

- ◆ Instructions
- ◆ Meal Plan Revenue Worksheet
- ◆ Retail Dining Revenue Worksheet
- ◆ Anytime Dining Revenue Worksheet
- ◆ Catering and Conference Revenue Worksheet
- ◆ Anytime Dining Staffing Worksheet
- ◆ Retail Dining Staffing Worksheet
- ◆ Pro Forma Worksheets

Instructions: Bidder is to submit their financial proposal by filling out the worksheets provided on the Excel model included with this RFP. Bidder is to enter figures into the worksheets where prompted by blue cells. All related calculations are prepared by the program. Bidder is to include a hard copy of their pro forma worksheets within their RFP submittal.

Meal Plan Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Retail Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy and electronic version of all necessary back-up calculations and assumptions.

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Bidder. If the Signatory is not the Bidder company president, evidence **SHALL** be attached showing the Signatory's authority to bind the Bidder.



FINANCIAL PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES *The Bidder must complete and sign this Financial proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Bidder's chief executive, attach evidence showing the individual's authority to bind the proposing entity. This document must be submitted separately within the Financial proposal*

NOTICE TO BIDDER: *This Financial proposal MUST be completed EXACTLY as identified below.*

Anytime Dining Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Catering Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Conference Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Anytime Dining and Retail Staffing Schedules: The Staffing Schedule is to be completed based on the descriptions provided in Section A: Foodservice Program. Foodservice job categories that should be identified include administrative, supervisory, production, service, and utility with sub-categories naming potential job positions. The estimates of the hours to be worked by all employees will be firm as stated in the response. It should be noted that East Tennessee State University will review the wage and salary levels projected as an indication of the level of quality intended for the facility, the subsequent rate of employee turnover, and the cost effectiveness of the Bidder's scheduling. Bidder is required to differentiate on the staffing worksheets the total staffing required for each outlet listed and catering. Bidder is required to submit detailed back-up showing their staffing load for each outlet above, and for catering.

All job positions required to staff each area must be listed on the Staffing Schedule under the proper category. According to the headings at the top of the chart, the following information is requested:

Position: Identify main category, then list job positions. Each employee should be included; however, employees with the same job title and hourly rate may be entered in the same line of the worksheet. Refer to example shown below:

Hourly Employees:

- ◆ Job Category 1
- ◆ Job Category 2
- ◆ Job Category 3

Rate: Note employee compensation by hourly rate or annual salary

Status: Identify full - (F) or part-time (P) status

Hours: Block out expected daily shifts. Place a "1" in a box to indicate each employee working for the full hour. If the employee starts on the half hour, (i.e., 6:30 a.m. enter a 0.5 in the 6:00 a.m. box.)

Calculate the yearly benefit cost for each area and indicate a separate total for the total Employee Benefits section of the pro forma. Please provide hard copy of all necessary back-up calculations and assumptions.

Bidder should also note that additional detailed charts, reflecting employees who work in more than one job category or functional capacity, may be requested by East Tennessee State University if additional clarity is needed.

NOTE: *The signatory must be an individual or a company officer empowered to contractually bind the Bidder. If the Signatory is not the Bidder company president, evidence SHALL be attached showing the Signatory's authority to bind the Bidder.*



FINANCIAL PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES *The Bidder must complete and sign this Financial proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Bidder's chief executive, attach evidence showing the individual's authority to bind the proposing entity. This document must be submitted separately within the Financial proposal*

NOTICE TO BIDDER: *This Financial proposal MUST be completed EXACTLY as identified below.*

Pro Forma worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Authorized Operating Expenses: In preparing their responses, the University has provided a list of authorized and unauthorized operating expenses that may be included in their pro forma proposals. Customary expenses, attributable directly to the operation of the University's foodservices, shall be paid for by the Contractor as a cost of business to be offset by revenues and reimbursed services (conference and catering foodservice). Expenses are considered to be usual foodservice net operating expenses derived after deducting trade discounts, rebates, etc. Expenses which are authorized are:

- ◆ Cost of food and beverages
- ◆ Salaries and wages
- ◆ Payroll taxes
- ◆ Employee benefits (including worker's compensation insurance)
- ◆ Uniforms
- ◆ Extermination
- ◆ Laundry (includes linen replacement)
- ◆ Paper supplies
- ◆ Telephone and computer/data lines provided by the University
- ◆ Cleaning supplies
- ◆ Fire Suppression System Inspection and Service
- ◆ Office Supplies (e.g., postage, first aid supplies, etc.)
- ◆ Direct Operating Supplies (e.g., replacement of china, glass, flatware, trays, and miscellaneous kitchen wares)
- ◆ Administrative and General (e.g., telephone, permits/licenses, credit card service fees, and others that apply only to on-site expenses)
- ◆ Transportation costs (previously approved by the University) involved in moving goods, equipment, and supplies between locations on campus)
- ◆ Cost of Subcontracted services approved by the University (e.g., service contracts, bank service)
- ◆ Insurance coverage's specified herein
- ◆ Armored car service
- ◆ Miscellaneous pre-approved expenses such as employee recruiting and menu printing
- ◆ Depreciation charges for any equipment purchased by the Contractor (with prior approval from the University) and brought on site (Contractor Owned)
- ◆ Equipment maintenance and service contracts

NOTE: *The signatory must be an individual or a company officer empowered to contractually bind the Bidder. If the Signatory is not the Bidder company president, evidence SHALL be attached showing the Signatory's authority to bind the Bidder.*



FINANCIAL PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES *The Bidder must complete and sign this Financial proposal Transmittal. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the individual is not the Bidder's chief executive, attach evidence showing the individual's authority to bind the proposing entity. This document must be submitted separately within the Financial proposal*

NOTICE TO BIDDER: *This Financial proposal MUST be completed EXACTLY as identified below.*

Unauthorized Items of Expense: Expenses which are to be paid by the Contractor and are not to be included on Contractor's statements or used to offset revenues include but are not limited to:

- ◆ The expense of payroll computations and the disbursement of the payroll
- ◆ Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers
- ◆ Accounting expenses including costs of producing financial reports
- ◆ Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this agreement
- ◆ Repairs necessary as the result of the acts or omissions of the Contractor or its employees
- ◆ Monies or other property, lost or stolen, either on or off University premises
- ◆ Express delivery charges of any type, except those with prior approval by the University
- ◆ Inventory interest or carrying cost, except those authorized in this agreement
- ◆ Excessive overtime pay (limits to be determined)
- ◆ Legal expenses
- ◆ All taxes, except for payroll and property taxes
- ◆ Relocation expenses of any of the Contractor's employees
- ◆ Interest charges on any loans incurred by the Contractor, unless specifically authorized by the University
- ◆ Modem/T1/Internet charges and any extra telephone lines
- ◆ Memberships in local or national groups of any type
- ◆ Costs for any Contractor employee to attend seminars or conferences of any type
- ◆ Anything else not expressly set forth herein
- ◆ Travel expenses of all personnel above the Foodservice Director
- ◆ Contractor's personal use of the facilities

NOTE: *The signatory must be an individual or a company officer empowered to contractually bind the Bidder. If the Signatory is not the Bidder company president, evidence SHALL be attached showing the Signatory's authority to bind the Bidder.*



ATTACHMENT 9

Vendor Product Accessibility Statement & Documentation

Purpose of Accessibility Statement

An Accessibility Statement is an important component in an organization's overall accessibility strategy. An effective Accessibility Statement includes several key components including:

- A clear statement of commitment to ensuring equal access for all users
- A summary of the overall level of conformance with accessible information and technology standards
- Information for users with disabilities regarding product/service accessibility features and gap
- A mechanism to allow users to provide accessibility feedback
- Links to resources (internal or external) that provide additional or related information

The *Key Components* section of this document describes each of these components in more detail and provides specific examples and recommendations that clarify the role and importance of each component.

Key Components

Commitment Statement

- Clearly convey awareness of Information Material and Technology (IMT) accessibility.
- Emphasize commitment to ensuring the accessibility of the IMT product/service.
- Note ongoing efforts to monitor for and remediate accessibility issues as they are identified.

Compliance Status

- Indicate the specific IMT accessibility standards that are targeted for compliance. For example, specify "Section 508", the "Web Content Accessibility Guidelines (WCAG) 2.0, level A & AA" and or EPub3 Accessibility Guidelines (note – response to all three standards is required).
- Note any other best practices or guidelines utilized during design and development (if applicable).
- List any third-party agencies with whom you have worked to evaluate accessibility support.
- Describe any formal testing process you use to determine accessibility support.
- Indicate if you conduct user testing with persons with disabilities to verify accessibility support.
- Provide an Access Development/Remediation Plan and timeline for resolving existing product accessibility gaps.

Product Usage Information for Users with Disabilities

- Describe any product features that may improve accessibility for users with disabilities including:
 - Accessibility-specific features (e.g. the ability to adjust font size and color/contrast settings for text or the availability of closed captions for videos)
 - General product features that may especially benefit users with disabilities (e.g. an 'HTML 5' mode optimized for mobile platforms that also improves keyboard-only navigation).
- Describe any high-impact product accessibility gaps along with suggested interim workarounds that allow users to complete key tasks until the gaps are resolved. For example, if a technical support website isn't compatible with screen readers used by persons who are blind, appropriate interim workarounds might include:



- Alternative business processes that bypass the accessibility barrier (e.g. providing phone-based support until the web-based support site is accessible)
- Use of a third-party product to replace or supplement inaccessible product functions (e.g. indicating that users may submit or check the status of technical support tickets via email).
- Describe accessibility features provided by your communication channels (e.g. a deaf or hard-of-hearing user may contact you via a TTY line or access support personnel familiar with telephone relay services).

Feedback Mechanism

- Indicate whether you have specific resources devoted to handling accessibility questions/concerns and provide the contact information for these resources.
- Provide a specific mechanism for users to contact in order to:
 - Request accessibility-related assistance
 - Report accessibility problems
 - Request information in accessible alternate formats

Required Documentation

- Provide documentation on
 - accessibility testing results and
 - written documentation on how the IMT product/service meets applicable technical accessibility standards (Section 508, WCAG 2.0 A&AA guidelines, EPUB3) and
 - your most recent Voluntary Product Accessibility Templates (VPATs) and
 - Include the ROCC Accessibility Conformance and Remediation Form when standards conformance is not fully achieved
- Provide links to any other internal accessibility documentation (e.g., accessibility information within general product documentation, FAQs, best practices, tutorials, case studies, or white papers).

Implementation Recommendations**Ensure that the Accessibility Statement is Easily Located on Company Website.**

- Provide a hyperlink that points to the Accessibility Statement and meets the following criteria:
 - Descriptive (e.g. 'Accessibility' or 'Disability Access')
 - Prominently positioned (e.g. on the landing page, help/support page, and/or site map)
 - Easily identified (e.g. adequate text size and color/contrast, not the last link in a complex page)

Keep the Information in the Accessibility Statement, Documentation and VPAT Current.

- Since accessibility support changes over time due to product updates, accessibility evaluations, and remediation activities, regularly review and update the Accessibility Statement so it remains up-to-date.

Include a revision date for the Accessibility Statement so end users know whether the info is current.



ATTACHMENT 10

Accessibility Conformance and Remediation Form

Instructions

This form serves as means for auditors and vendors to document accessibility gaps associated with AIMT products and to indicate plans for addressing these gaps in the future.

We ask that you complete the **form** provided on the next page as follows:

1. **Product/Vendor Information:** Provide the information requested
2. **Issue Description:** List each major accessibility issue for the product Including the following:
 - Gaps identified from the Accessibility Standards and Voluntary Product Accessibility Template (VPAT)
 - Gaps identified in other product support documentation
 - Gaps identified by a third-party accessibility evaluation report (if available)
3. **Current Status:** Enter one of the following values:
 - Open: The issue has not yet been resolved
 - Closed: The issue has already been resolved
 - I/P: The issue is currently under investigation
 - Other
4. **Disposition:** Enter one of the following values:
 - Planned: The issue will be resolved
 - Deferred: The issue will not be resolved
 - I/P: The issue is currently under investigation
 - Other
5. **Remediation Timeline:** Enter when you anticipate that the issue will be resolved
6. **Available Workarounds (for vendor only):** Describe the business processes vendor will offer or third-party products that should be considered to work around the issue until full remediation
7. **Comments (optional):** Provide details/description regarding the issue
8. **Additional Information (optional):** Provide any additional discussion regarding accessibility plans



Vendor/Product Information

Vendor Name	
Product Name	
Product Version	
Completion Date	
Contact Name/Title	
Contact Email/Phone	

Specific Issues

Issue Description	Current Status (Open, Closed, I/P)	Disposition (Planned, Deferred, I/P)	Remediation Timeline	Available Workarounds	Comments
Images on the landing page lack equivalent alternate text	Open	Planned	Q3, 2015 release (v1.2)		Functional images will receive descriptive alternate text; decorative images will receive null alternate text.

Additional Information:



2. Technical Proposal

Instructions for submitting all required information are contained in this section.

Bidder should be aware that East Tennessee State University will cap year-to-year increases in cash (retail) prices and board rates to the regional CPI-Food Away from Home.

Contractor will be required to provide meal plan renewal rates for the following year by no later than November 1st for each year of the contract.

2.1 Residential and Retail Operations

The Contractor will be expected to develop a close collaborative relationship with the Contract Administrator's office. East Tennessee State University's approval is required for any brand names selected for items to be offered on the menus.

2.1.1 The Market Place (Fall 2016 – Spring 2019)

Programs, Menus, and Concept Descriptions

Describe the concepts proposed for this operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features. The Bidder should detail any changes in equipment or decor and provide renderings or schematics to demonstrate the proposed changes. The Bidder should detail any enhancements to the current program.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Submit a four-week sample of the cycle menus proposed for breakfast, lunch and dinner service. Submittal should group items by location in the servery (i.e., hot entrees, specialty station, sandwich station, salad bar, cold food, etc.), and display the entire week's selections on one sheet (if possible) organized by day of the week. Every effort should be made to recognize quality, wellness, and the demographic breakdown of East Tennessee State University's customers. The Contractor will be required to post menus online weekly with nutritional information a five days in advance throughout the term of this agreement.

For each meal, indicate those items which are offered every day and those items which change according to the cycle. Indicate portion sizes and which items are healthful food choices. Text for signage explaining nutritional content must be provided.

An annual marketing plan for this venue and the sales/promotion of meal plans must be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

Contractor will be required to provide the Contract Administrator with a one to two page executive summary monthly providing updates on the menus, customer satisfaction, program changes and key financial metrics (e.g. revenues, food costs, student meal participation, etc.). Failure to provide this information will result in a financial penalty of \$1,000 per occurrence. Bidders are to provide an example of this type of report with their proposals.

The Contractor will be required to provide the Contract Administrator with a monthly one or two page narrative report with metrics on the following (other criteria may be established prior to the signing of the Contract)::



- ◆ REVPAS information (revenue per available student)
- ◆ Health inspection reports
- ◆ Food cost trends
- ◆ Labor cost trends
- ◆ Meal plan meal participation rates, by meal period
- ◆ Mystery shopper reports
- ◆ Survey scores
- ◆ Local purchasing benchmarking status
- ◆ Sustainable practices status
- ◆ Monthly report, budgets and plans

Staffing

Submit staffing schedules for The Market Place, for one normal complete week of operation during the academic year using the guidelines in Appendix 4 (use Excel file provided for staffing worksheet). Also submit a weekly staffing plan for the first full week of the semester. Special attention needs to be made to weekends. Contractor shall also provide a representative staffing schedule for early arrival students.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's manager will report.

Contractor will be required to have staffing pars created and maintained on a weekly basis that get updated when special events occur. Also, during some of the busiest meal periods there needs to be multiple employees cleaning tables and floors, in accordance with the amount of business.

Contractor must provide plan to utilize stations to their capacity.

Contractor must provide a management oversight plan to ensure that a manager is observing the dining facility to look for potential issues (e.g. running out of food, cleanliness issues, etc.) so that these issues can be corrected immediately.

Bidders must describe how they will ensure proper preparation for busy periods to ensure minimal wait times for customer, and ensure that they will not run out of food items during peak periods.

2.1.2 The Treehouse

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.



Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.3 Atrium Food Court (Fall 2016 – Spring 2019)

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.4 The Cave Starbucks (Fall 2016 – Spring 2019)

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.5 Sherrod Library Einstein Bros.

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.



Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.6 Buc-Stop C-Store

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.7 Subway

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

**Staffing**

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.8 Garage C-Store

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.9 Freshens at the CPA

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.10 The New DP Culp Center Community Dining Commons (Fall 2019 – Spring 2024)

**Programs, Menus, and Concept Descriptions**

Describe the concepts proposed for this operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features. The Bidder should detail any changes in equipment or decor and provide renderings or schematics to demonstrate the proposed changes. The Bidder should detail any enhancements to the current program.

Special attention should be paid to customer service. The Bidder should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Submit a four-week sample of the cycle menus proposed for breakfast, lunch and dinner service. Submittal should group items by location in the server (i.e., hot entrees, specialty station, sandwich station, salad bar, cold food, etc.), and display the entire week's selections on one sheet (if possible) organized by day of the week. Every effort should be made to recognize quality, wellness, and the demographic breakdown of East Tennessee State University's customers. The Contractor will be required to post menus online weekly with nutritional information a five days in advance throughout the term of this agreement.

For each meal, indicate those items which are offered every day and those items which change according to the cycle. Indicate portion sizes and which items are healthful food choices. Text for signage explaining nutritional content must be provided.

An annual marketing plan for this venue and the sales/promotion of meal plans must be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for The Market Place, for one normal complete week of operation during the academic year using the guidelines in Appendix 4 (use Excel file provided for staffing worksheet). Also submit a weekly staffing plan for the first full week of the semester. Special attention needs to be made to weekends. Contractor shall also provide a representative staffing schedule for early arrival students.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's manager will report.

Contractor will be required to have staffing pars created and maintained on a weekly basis that get updated when special events occur. Also, during some of the busiest meal periods there needs to be multiple employees cleaning tables and floors, in accordance with the amount of business.

Contractor must provide plan to utilize stations to their capacity.

Contractor must provide a management oversight plan to ensure that a manager is observing the dining facility to look for potential issues (e.g. running out of food, cleanliness issues, etc.) so that these issues can be corrected immediately.

Bidders must describe how they will ensure proper preparation for busy periods to ensure minimal wait times for customer, and ensure that they will not run out of food items during peak periods.

2.1.11 Camps and Conferences**Programs, Menus, and Concept Descriptions**

Describe the concepts proposed for camps and conference operations, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features.



Bidders must address how they plan to provide services during the summer and the weeks leading up to the start of each semester for all of the various overnight camps and conferences which are held on campus. Specifically bidders must detail the specific meal plan programs and prices per day associated with this operation based on the menu variety and selections identified in the proposals.

Indicate which items are healthful food choices. In addition, prepare a set of limited menus that will be standard daily menus available at all times on short notice and those which would be available on a one or two day advance notice. These would be limited to small faculty or administrative staff groups, or other special group meetings.

Propose pricing on a per cover basis for a minimum number of covers. Additionally, please show the calculations involved in determining the per person cost for a smaller number of covers than the minimum quoted above.

Compute pricing to account for the costs of goods, labor, operating supplies and other appropriate expenses. Pricing must reflect the Profit and Loss Catering structure of this RFP.

Itemize projected sales on the forms provided in Appendix 4.

The Contractor will be responsible for timely clean up after all camps and conference events (defined as within one hour of event ending). Provide a plan to ensure that there is a timely and thorough clean up after all events to keep the University's facility's clean. Clean up shall include removal of all service ware and trash from the premises.

Staffing

- 2.1.12 Submit staffing assumptions for one typical week of anticipated Camps & Conference Services. Detail the payroll rates and benefit costs for all hourly and salaried employees for catering. Indicate to
- 2.1.13 Stadium & Sporting Concessions

Programs, Menus, and Concept Descriptions

Describe the concepts proposed for Stadium & Sporting Concessions operations, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features.

Indicate which items are healthful food choices. In addition, prepare a set of limited menus that will be standard daily menus available at all times on short notice and those which would be available on a one or two day advance notice. These would be limited to small faculty or administrative staff groups, or other special group meetings.

Propose pricing on a per cover basis for a minimum number of covers. Additionally, please show the calculations involved in determining the per person cost for a smaller number of covers than the minimum quoted above.

Compute pricing to account for the costs of goods, labor, operating supplies and other appropriate expenses. Pricing must reflect the Profit and Loss Catering structure of this RFP.

Itemize projected sales on the forms provided in Appendix 4.

The Contractor will be responsible for timely clean up after all Stadium and Concession events. Provide a plan to ensure that there is a timely and thorough clean up after all events to keep the University's facility's clean. Clean up shall include removal of all service ware and trash from the premises.

- 2.1.14 Catering

**Programs, Menus, and Concept Descriptions**

Describe the concepts proposed for this catering operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features.

Prepare a catering manual. The manual shall contain sample breakfast, lunch and dinner menus, hot and cold buffet and hors d'oeuvre selections which would be available upon two weeks advance notice.

Assume menus will be changed at least once annually. It is desirable that the menus reflect visual beauty, variety, wellness, quality, and price (consistent with the University's catering history) as well as catering policies.

Indicate which items are healthful food choices. In addition, prepare a set of limited menus that will be standard daily menus available at all times on short notice and those which would be available on a one or two day advance notice. These would be limited to small faculty or administrative staff groups, or other special group meetings.

Propose pricing on a per cover basis for a minimum number of covers. Additionally, please show the calculations involved in determining the per person cost for a smaller number of covers than the minimum quoted above. Catering price renewal will be due to East Tennessee State University by no later than December 15th annually. Submit the average per cover prices of each of the following:

- ◆ Continental breakfast
- ◆ Hot, served breakfast
- ◆ Cold, served luncheon
- ◆ Hot, served luncheon
- ◆ Simple cocktail and hors d'oeuvre reception
- ◆ Cold, served dinner
- ◆ Hot, served dinner
- ◆ Full Dinner Buffet
- ◆ Stand-up reception and formal sit down, served dinner for a 250 person gala honoring University donors
- ◆ Conference meals and breaks

Bidder is to provide a breakdown of what customers will be charged for additional items including, but not limited to:

- ◆ China
- ◆ Table Linens
- ◆ Additional Wait Staff
- ◆ Flowers
- ◆ Decorations/Themes

Also, specify a catering program applicable to three tiers of customers:

- 1) Presidential
- 2) Day to day delivery
- 3) Pick-up service

Compute pricing to account for the costs of goods, labor, operating supplies and other appropriate expenses. Pricing must reflect the Profit and Loss Catering structure of this RFP.

Itemize projected sales on the forms provided in Appendix 4.



The Contractor will be responsible for timely clean up after all catered events (defined as within one hour of event ending). Provide a plan to ensure that there is a timely and thorough clean up after all events to keep the University's facility's clean. Clean up shall include removal of all service ware and trash from the premises.

Indicate how the Contractor will integrate with the University's eBucs procurement software, as well as which three or more major credit cards will be accepted by the Contractor. An annual marketing plan for this venue should be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.

2.2 Management Organization

Outlined below is specific information required by East Tennessee State University regarding management requirements.

2.2.1 Management

Organization Charts

Submit a proposed organization chart for East Tennessee State University foodservice operations which establishes the management hierarchy and the lines of communication between the unit management and employee categories.

Performance Evaluations

Present criteria used in annual evaluation of the account manager's performance.

Incentive Guidelines

Present incentive compensation guidelines, if any, for account management and key personnel.

2.2.2 Management Resumes

Bidder must submit professional resumes of the key management and supervisory personnel who will be assigned to this account. As a minimum, each resume must contain the following information:

- ◆ Position
- ◆ Name
- ◆ Education
- ◆ Years of Employment with Bidder
- ◆ Level of Experience
- ◆ Professional Training
- ◆ Assignments under the current Contractor, noting size of each account, title, major responsibilities, and number of employees supervised
- ◆ Previous assignments; note same information as above.

The individual in charge of the East Tennessee State University campus operations (Foodservice Director) must have a minimum of five years' successful managerial experience in University or University foodservice operations or equivalent; other supervisory and management staff must also have relevant experiences in catering, nutrition and/or University or University dining.

The Foodservice Director, Catering Manager and Executive Chef will be required at the finalist interviews.



2.3 Labor and Training Practices

2.3.1 Labor Practices - Outlined below is specific information required by East Tennessee State University regarding labor and training practices.

- ◆ Detail recruiting techniques and sources of non-management labor, while following all equal employment guidelines shown below. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, and duties).
- ◆ Describe personnel-related functions designed to maintain compliance with all local, state, and federal laws including but not limited to:
 - a) Fair Employment Practices.
 - b) Lawful Wage and Hour Practices.
 - c) Occupational Safety and Health Requirements.
 - d) Compliance with Employment Practices Covered Under the 1990 Americans with Disabilities Act.
- ◆ Indicate whether employees to be assigned to the facility will be non-union or union at commencement of the contract. Bidder is to provide a copy of its Union Contract/Agreement expected to be in force if union personnel are to be used.
- ◆ East Tennessee State University is committed to a policy of equal opportunity in education, employment, membership and contracts, and no differentiation will be made based on race, color, sex, age, religion, sexual orientation, national origin, veterans' status or the presence of a disability.
- ◆ Bidder must provide a brief description of their benefit package. The description should include, but is not limited to, the following:
 - ◆ Health Care Coverage
 - ◆ Dental Insurance
 - ◆ Life Insurance
 - ◆ Eyewear Plan
 - ◆ Flexible Spending
 - ◆ Long-Term Disability
 - ◆ Retirement
 - ◆ Health Advocate
 - ◆ Employee Assistance Program
 - ◆ Tuition Benefits
 - ◆ Leave of Absence (Paid)
 - ◆ Leave of Absence (Unpaid)
 - ◆ Holidays for Staff
 - ◆ Vacation for Staff
 - ◆ Personal Loans

2.3.2 Transition Planning

Calculate the anticipated number of entry level staff and management employee hours and associated expense to be devoted to formal training during the period prior to the start of the new Contract. Show separate hours for entry level staff and management employees.

A detailed transition plan will need to be developed and executed by the Contractor to implement the new program. Bidder must state precise plans for each step in assuming control and describe its ability to commit the staff, personnel, and resources required to develop a responsive management structure.

2.3.3 Employee Training



The Bidder must provide to their employees, and ensure their compliance with, East Tennessee State University's employee standards and ensure their compliance with them. These standards include, but are not limited to, professional appearance, attitude, customer interaction and uniform requirements.

Describe Bidder's non-supervisory training program, including hours of instruction, subject matter, visual aids, motivational and other training materials. Include two (2) copies of your complete training manual in English one (1) copy provided to the University and one (1) copy provided to PKC (manuals will be returned to Bidder upon request at their cost).

2.3.4 Management Training

Describe supervisory and management training program, including hours of instruction, subject matter, attendance at schools and seminars, reading programs, and management training tools. Include at least one (1) copy of your complete training manual.

2.4 Sanitation and Safety

Describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility providing measurable metrics to be enforced throughout this agreement.

Outline sanitation and safety self-inspection procedures for all foodservice operations at East Tennessee State University. Provide a sample copy of any checklist used during inspection. **Provide information regarding minimum standards and guidelines to ensure sanitation and safety in preparation, production and service areas. Required reports with measurable metrics will be delivered to the University's Contract Administrator on a monthly basis throughout the term of this agreement.**

Describe in detail how the appropriate steps are taken to ensure HACCP compliance throughout this agreement. Provide a plan to ensure continuous and frequent documentation of internal inspections and what actions will be/were taken to correct any issues discovered.

Provide a brief description of your company's overall policy/philosophy regarding reduction of solid wastes and recycling.

2.5 Sustainability

2.5.1 Sustainability and environmental awareness is critically important to East Tennessee State University. Explain in detail how East Tennessee State University's environmental sustainability program will be adhered to, how you will contribute to enhancing the University's sustainable efforts and what metrics will be used to demonstrate annual improvement in Green initiatives. Below is a list of items for consideration and incorporation:

- ◆ Campus Community Garden - highlighting locally grown foods from garden.
- ◆ Introduction of a reusable bottle/cup refill program
- ◆ Feature special program events like "Meatless Monday" to educate and promote awareness
- ◆ Promote and support the "Recyclemania" competition every Spring semester
- ◆ Support the "Earth Month" activities and initiatives every April
- ◆ Achieve energy, water and waste savings through technical innovation and human expertise
- ◆ Establish programs to reduce/eliminate single-use containers/cups/bags within food service locations
- ◆ Participate in the composting program in all food service locations by end of FY 2016-2017



- ◆ Participate in recycling and composting service for all catering events by end of FY 2016-2017. (This includes offering either recyclable or compostable single-use products for events where china service is not practical)
 - ◆ Work towards a Zero-waste program in all sports venues by end of FY 2016-2017.
 - ◆ Facilitate training and education to all foodservice staff regarding best practices and procedures related to waste reduction and sustainability.
 - ◆ Trayless dining
 - ◆ Recycling 100% of cardboard boxes, packaging & metal cans
 - ◆ Utilizing single touch dispensers
 - ◆ 100% recycled napkins
 - ◆ Biodegradable wares and containers
 - ◆ Reduction of food waste
 - ◆ Implementing food waste tracking system
 - ◆ Re-usable containers
- 2.5.2 Bidders must identify their strategies for energy conservations, water conservation, and waste reduction, site specific goals and target for the management of their resources. Examples should be provided for how the programs have been implemented and successful at similar accounts.
- 2.5.3 Bidders must develop a "farm to table" program with local agricultural community and explain program in detail. Program should include annual summary of measurable goals for assessment. It is important that Bidders propose a comprehensive corporate program to engage the local community for purchasing. This program must include using the local farmers' market for menu offerings. This program must also include clear goals indicating what percentage of the food inventory will be purchased from the local area.
- 2.5.4 Locally Grown Requirements:
- ◆ For the purpose of this RFP, Locally Grown is defined as grown within the state of Tennessee, and within a 100 mile radius from the zip code of 37614, Johnson City, TN.
 - ◆ Locally Grown products purchased from local farmers require Contractor to keep records through entirety of contract period of: a) product name, b) farm name & location, c) quantity purchased, d) purchase date, and e) prices paid for product(s). If Regional Local Food Distributors are contracted, the Contractor must keep similar records of each individual local farmer involved with the purchased local product(s).
 - ◆ Contractor will document and purchase Locally Grown products in the following annual incremental volumes: Year 1-5% of total food budget; Year 2-10% of total food budget; Year 3-15% of total food budget, and so on, up to 25% of total food budget.
 - ◆ Contractor will lower the dependence on pre-packaged goods by offering more chef-driven, creative items to include daily specials, action stations (wok station, pasta station etc.), salads, dressing, as well as Mediterranean cuisine and natural juices.
 - ◆ Contractor will purchase a percentage of proteins (chicken, beef, pork) that are naturally raised, (with no antibiotics), as well as locally grown produce, locally raised meats and locally baked breads.
 - ◆ Contractor will establish written contract agreements by March 31st of each contract year, with selected local grower(s) requiring them to produce and deliver agreed upon quantities at a fixed price for a specific contract



period. Prices paid directly to local farmers will be no less than the fixed prices noted in the weekly report found at <http://www.ams.usda.gov/mnreports/fvwretail.pdf>

- ◆ Contractor will provide annual documentation during the contract period to ETSU of direct prices received by each individual grower. Documentation due with annual Business Plan on March 15th for inclusion in University annual plans.
- ◆ Contractor will agree in written contract agreements to pay in full, contracted local grower(s) at time of acceptable delivery of product.
- ◆ Contractor will provide educational labels designating local farmer(s) products on: a) Menu board signage, b) Food stations, c) Individual salad bar items, d) table tent signage to include at a minimum (grower, city of farm, mileage from ETSU), and e) Entrance Tennessee map(s) from cafeteria entrance door to pay station indicating: a) vendor farm name, b) location, and c) products purchased. All signage and labeling systems are to be mutually agreeable between local growers and ETSU.
- ◆ Contractor will conduct a quarterly “Lunch and Learn: Local Farm Market Meet and Greet” involving Farm Vendor Demonstrations of a “Featured Tennessee Farm Product and increase educational opportunities through a newsletter, blackboard describing which farms local foods come from, display area for recipe cards for chef’s specials, nutritional value of food. This program will begin fall 2016.
- ◆ Contractor will work with ETSU faculty and students to: a) develop local food promotions, b) identify potential local farm producers or regional distributors, c) conduct quarterly “Lunch and Learn: Local Farm Market Meet and Greet” educational sessions and d) invite local farmers to display their products and talk to students.
- ◆ Contractor will allow East Tennessee State University to organize and facilitate a series of meetings between the ETSU Food Service management team and local growers to discuss future partnership.



3. Financial Proposal

BASE PROPOSAL QUOTATION

The financial proposal portion of this RFP requires that the Bidder provide a Base Proposal Quotation using the Foodservice Pro Forma Worksheet provided as an Excel attachment.

ADDITIONAL PROPOSAL QUOTATION

Any additional proposal should be provided in a similar format separate from the Base Proposal Quotation.

3.1 Cost Information and Financial Statements

3.1.1 Introduction

Complete the sales worksheets, board plan worksheets, and foodservice pro forma statements for each operation, separated by operation and year, and then consolidated for ten years. Bidder is asked to align each year's projections with East Tennessee State University's fiscal year, beginning each year on July 1 and concluding each year on June 30. Assume an annual inflation rate of 3.0%. Bidder is also asked to utilize a fiscal week of Midnight Sunday – 11:59 PM Saturday.

Financial statements are to be based on the programs described in Section A: Foodservice Program, and the menus, programs, concepts, and staffing plans Bidder has completed as part of Section C: Proposal Submittal Requirements - Technical Proposal. Financial statements should follow the Base Bid Quotation requirements, as described in Section C: Proposal Submittal Requirements.

Contractor is to assume all fees associated with credit card sales. East Tennessee State University will bill Contractor for credit card fees incurred for meal plans that are paid directly or through a payment plan to the University.

The foodservice pro forma statements are to include only those revenue and expense items directly associated with East Tennessee State University operation. All revenues and expenses are to be shown using 2016 dollars with appropriate percentages, per instructions. All costs and expenses are to be allocated to the appropriate revenue centers.

The forms should be strictly adhered to and the Bidder should note any discrepancies or modifications with accompanying footnotes.

The Campus Dining Sales and Catering Sales worksheets will be the basis for sales projections cited in the pro forma statements. All assumptions for worksheet calculations must be included as back-up information. The worksheets are to be completed for each foodservice outlet and should include a breakdown for each Location and Meal Period proposed.

To identify clearly how each figure was derived for the pro forma statements, the Bidder should include line-by-line explanations and/or assumptions for revenue, cost of sales, management and employee benefits, and all operating expenses as back up information.



Unless noted otherwise, percentage (%) figures should be calculated as a percentage of the "Total Sales" figure on the Foodservice Pro Forma Statement.

Financial Statement Assumptions

Participation assumptions and sales projections for the foodservice operations should be developed based on the population projections and other information as described in Section A: Foodservice Program.

Prices in cash (retail) food and beverage outlets will be reviewed and approved in writing by East Tennessee State University before they are implemented. The Contractor may, subject to East Tennessee State University's approval, increase aggregated cash prices up to the regional CPI-Food Away From Home annually. It is not the intent to allow for an increase annually but to make the Contractor aware that East Tennessee State University will be firmly committed to keeping price increases at a minimum.

Contractor's meal plan rate increases will be subject to approval by East Tennessee State University up to the increase in the regional CPI-Food Away From Home.

The Contractor will remit to the State of Tennessee tax commission any Sales Tax required.

The Contractor will provide such trucks or vans required for foodservice usage and will be responsible for gas, oil, repairs, maintenance, and insurance as required by Tennessee State law. The Contractor will assume full monetary responsibility for any University vehicles used temporarily in the performance of the agreement. These costs shall be a direct cost of operation.

3.1.2 Examples of Other Reports

Submit one or more samples of financial reports Bidder shall submit to the University as representation of the reporting format Bidder intends to use for East Tennessee State University. The sample does not have to disclose the name of the client.

3.1.3 Commissions and Board Plan Rates

BASE PROPOSAL QUOTATION (REQUIRED)

This quotation is to be used for preparing Bidder's pro forma financial statements.

Cash Operations

Cite the annual commissions as a percentage of net sales, for each cash operation, to be remitted to East Tennessee State University.

Meal Plan

Using the meal plans provided by the University, estimate the participation and revenue the Bidder foresees for meal plan operations at East Tennessee State University. Detail your proposed cost per student meal, by meal plan for the University.

Also quote guest meal rates and the administrative meal rates for The Market Place.

Regarding Net Losses

Any and all net losses associated with this contract as the sum of East Tennessee State University's authorized operating expenses and commissions paid to the University from Contractor, in excess of gross sales shall be paid by the Contractor throughout the term of this agreement.



OPTIONAL PROPOSAL PROGRAM SUBMISSION

After having complied with the base proposal as articulated in foodservice Section A: Foodservice Program of in this RFP Bidder is given the option to submit alternate program proposals. The Bidder shall be required to prepare and submit a complete set of financial worksheets and pro forma's for each year of the term of the agreement for the alternate proposal. As shown in Appendix 4 in conjunction with instruction for completing the pro forma workbook in the Excel file provided.

3.1.4 Summary

East Tennessee State University is seeking innovative, effective foodservice management of the campus dining services and therefore encourages Bidder to be creative in all aspects of the technical and financial arrangements sections of the proposal response and in any optional proposal quotations.

A template of financial statements required for each foodservice operation is provided on the attached Excel file.



SECTION D: Appendices

APPENDIX 1

Draft Management Contract

1. Article 1

1.0 Introduction

THIS AGREEMENT, made and entered into this ____ day of _____ 2016, by and between _____, hereinafter referred to as "Contractor", and East Tennessee State University, Johnson City, hereinafter referred to as "University"

WITNESSETH

THAT WHEREAS, the University has issued a Request for Proposals (attached hereto as Attachment ____ and incorporated by reference); and

WHEREAS, the Contractor has submitted to the University a proposal for the performance of certain services (attached hereto as Attachment ____ and incorporated by reference); and

WHEREAS, the University wishes to avail itself of those services and the parties hereto desire to reduce the terms of their agreement to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to the details of the contract, as described on the following pages:

1.1 Definitions

Whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

- 1.1.1 **Anytime/Residential Dining:** This describes a venue where a customer is offered unlimited access and continuous all-you-care-to-eat service at this venue.
- 1.1.2 **Change Order:** A written order initialed by the Contract Administrator directing the Contractor to perform changes, additions, or deletions in the work for a specific period designated by the Contract Administrator.
- 1.1.3 **Commissions:** A guaranteed annual dollar amount or percentage of gross sales agreed upon in this Contract given to the University by the Contractor on an annual basis throughout the term of this Contract.
- 1.1.4 **Contract:** This written agreement between the University and the Contractor for the performance of the work in accordance with the requirements within it and its attachments and amendments.



- 1.1.5 **Contract Administrator:** The person authorized by the University or his or her designee to administer the Contract and coordinate the activities of the Contractor on the campus.
- 1.1.6 **Contract Documents:** The Contractor's menus, prices, and portion sizes; performance, payment; RFP document (Attachment 1); the Contractor's proposal response; (Attachment 2) and all addenda and supplemental agreements.
- 1.1.7 **The Contractor Food Service Director (FSD):** The person authorized by the Contractor to act fully on behalf of the Contractor in managing East Tennessee State University's campus dining services.
- 1.1.8 **Contract Year:** East Tennessee State University's Fiscal Year (July 1st to June 30th).
- 1.1.9 **Cost per Student per Day:** The charge that the Contractor will invoice the University per student per day per by meal plan.
- 1.1.10 **Cost of Sales:** Beginning food inventory plus all food purchases minus ending food inventory.
- 1.1.11 **Departmental Charges:** Various University departments that may arrange for catered functions may be billed by the Contractor. Such billings are referred to as departmental charges.
- 1.1.12 **Food/Dining Service:** The management of food service operations for East Tennessee State University.
- 1.1.13 **Gross Profit:** Gross sales less cost of sales.
- 1.1.14 **Gross Sales:** Total sales less state sales tax including all meal plan revenues for residential and retail dining venues and all catering revenues.
- 1.1.15 **Menu:** List of all food and beverage items offered in the various food service facilities.
- 1.1.16 **Net Loss:** The sum of University authorized payroll expenses, University authorized Contractor operating expenses, University authorized cost of sales, and commissions paid to University from the Contractor in excess of gross sales (total sales less sales tax).
- 1.1.17 **Net Profit:** Any excess of gross profit over and above University authorized payroll expenses; University authorized Contractor operating expenses, and commissions paid to the University from the Contractor.
- 1.1.18 **Operating Profit:** Gross profit minus payroll and University authorized Contractor operating expenses.
- 1.1.19 **Retail Dining:** Customers pay separately for each menu item that is priced as such (A La Carte).
- 1.1.20 **RFP:** The Request for Proposal document issued by the University and its components.
- 1.1.21 **Servery:** Area of food services that offer foods and beverages for self-service or are served by food service employees to customers who place these items on trays.
- 1.1.22 **Special Diets:** These may include, but are not limited to, diets addressing certain allergies (gluten, peanut, etc.) as well as diets that are religion based.
- 1.1.23 **Subcontractor:** Any individual, partnership, or corporation who is contractually bound to the Contractor to perform a specific portion of the total work package under this Contract, with prior written approval by the Contract Administrator.
- 1.1.24 **Unit Managers:** Persons authorized by the Food Service Director who shall supervise, coordinate the activities of, and be responsible for, the performance of the Contractor's employees.



- 1.1.25 **Utilities:** Electric, gas, water, sewer, heating, ventilation, and air conditioning, telephone, hazardous waste removal, recycling, rubbish removal, computer/data line charges.
- 1.1.26 **Vegetarian:** Food or beverage that contains no meat products or meat bases but may include dairy products.
- 1.1.27 **Vegan:** Food or beverage that contains no meat products, meat bases or dairy products.



2. Article 2 - Scope of Services

2.0 Introduction

The Contractor agrees to manage and operate campus dining services which are maintained as an integral part of the University's educational activities solely for the use of students, faculty, staff, employees, invited guests, and others designated by the University. The campus dining food services shall include:

- ◆ Anytime Dining Locations
- ◆ Retail Dining Locations
- ◆ Catering
- ◆ Camps & Conferences

The Contractor shall inform the University of new and potential services that may be beneficial to the University. The University and the Contractor will jointly determine if this new service shall be incorporated into the University's foodservice operations.

The Contractor will be granted rights to operate the dining facility and catering operations as defined in this Contract, with the exception of bookstore items (e.g. convenience store items, dry goods, etc.), vended carbonated and non-carbonated beverages which are NOT part of this agreement. Furthermore, the University has entered into an exclusive campus-wide beverage agreement for all vended and non-vended carbonated and non-carbonated beverages. The Contractor shall comply with all current and future beverage and bookstore agreements that East Tennessee State University enters into.

Kitchens and serveries of the University will not be used for catered events by outside parties. New facilities may or may not be added at the discretion of the University.

The Contractor shall provide quality services as outlined in the Contract Documents, in accordance with the University's quality and performance standards, at locations mutually agreed to by both parties.

The University reserves the right during non-operating hours to utilize the food service and dining facilities for other purposes and the right to engage any other food service Contractor to provide food and beverages for events.

The Contractor will procure, safeguard, inventory, manage and distribute an alcoholic beverage inventory for University events. Procurement of said beverages may be invoiced to the University for reimbursement at cost. Inventory discrepancies and the associated costs are the responsibility of the Contractor. The Contractor will abide by University alcohol policies and will comply with Federal, State and local law on alcohol distribution and purchase.



3. Article 3 - Responsibilities of the Contractor

3.0 Use of Facilities

The physical facilities, spaces and equipment made available to the Contractor under this Contract shall be used by the Contractor solely to provide food and beverage services for the University as set forth herein. Contractor is responsible for maintaining the use and operation of the equipment and food service facilities and spaces, and Contractor accepts all facilities and equipment as is, with all faults.

- 3.0.1 The Contractor is responsible for custodial services in all assigned food service facilities and spaces throughout campus including loading docks, kitchen, service area and dining area floors, ceilings, walls, vents, restrooms within dining facilities, and entrances to dining facilities and shall at all times keep such food service facilities, spaces and equipment clean, properly scrubbed and mopped, and free from all debris or other hazardous conditions.

3.1 Personnel

- 3.1.1 The Contractor shall employ one (1) full-time, on-site Food Service Director (FSD) responsible for all food service functions at the University's facilities as specified in this Contract.
- 3.1.2 Unless a removal is requested in writing by the University or approved in writing by the University, Contractor will retain the FSD (____) and the Catering Manager on University's account for a minimum of 36 months and shall not initiate the transfer of such manager from University's account during this time so long as such manager is employed by Contractor or a parent, subsidiary or related entity of Contractor. Any breach of this minimum assignment time clause will result in Contractor's payment to University of \$20,000 for each occurrence, unless approved in advance in writing by the University.
- 3.1.3 The FSD must have a minimum of five (5) years of consecutive, successful employment in a similar operation with comparable responsibilities. The FSD shall have education and/or experience in food service with particular emphasis upon effective financial controls and merchandising techniques. Furthermore, the FSD shall have a high degree of management expertise, as evidenced by prior food service management duties involving University and/or University-type food service, high-quality food production and service, and effective financial control. The food service director's sole responsibility will be the University account; he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor.
- 3.1.4 The University reserves the right to review the qualifications of the FSD, all unit managers, chefs and catering managers that the Contractor proposes to place at the University. The University, in its sole discretion, may withhold approval of the FSD, chef and of specific unit and catering managers in which case the Contractor is required to submit other candidates. The FSD and unit managers assigned to the University shall be selected with prior approval of the University.

The University reserves the right, at any time, to require the Contractor to remove the FSD, chef, unit and catering manager(s), or other employees if at the sole discretion of the University the performance or conduct of the individual is found to be unacceptable.

The FSD, chef and unit managers assigned to the University shall not be changed more than once every two (2) years unless mutually agreed, and not without 30 days advance notice and replacement selection made which is



acceptable to and mutually agreed by the University. These positions shall not remain unfilled. During any such search period for a FSD, his/her supervisor shall be on site at least five (5) days per week.

- 3.1.5 The Contractor shall recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the foods facilities employed by the Contractor. The Contractor shall have adequately trained personnel to maintain the high quality performance standards as required by the University. The Contractor shall ensure that critical positions (those that are necessary to open and operate the food facilities) will have adequate back-up employees to call in to cover for absenteeism.
- 3.1.6 The Contractor shall require employees to comply with all instructions, regulations, and codes of conduct as specified by the University. The Contractor's employees must comply with the University and the University policies as they relate to smoking on campus. The University is a drug-free environment.
- 3.1.7 The Contractor will comply with all federal, state, county and University regulations related to employment and compensation of personnel including those pertaining to federal and state employment taxes (including any and all social security, unemployment taxes, and worker's compensation payments).
- 3.1.8 The Contractor will comply with all federal, state, county, University, and local regulations pertaining to discrimination because of race, color, religion, sex, age, national origin, handicap (as defined in the 1990 Americans with Disabilities Act), or status as a Vietnam veteran (as defined and prohibited by applicable governmental law), in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning food personnel. This fundamental rule of conduct, endorsed and followed by the University, will be clearly communicated by the Contractor to all the Contractor's employees and prospective employees.

In addition, each party affirms that it is an equal opportunity employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: the Rehabilitation Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

- 3.1.9 The Contractor shall require all employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations. The Contractor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, the Family Educational Rights and Privacy Act, Gramm Leach Bliley, FTC Red Flag Rules and other requirements applicable to higher education and may be amended including all regulations adopted pursuant thereto and in effect at the time of performance of service.

The Contractor will guarantee that all employees engaged in the handling and serving of food are:

- 1) clean, and wearing neat appearing attire, hairnets and footwear;
- 2) advised by their management on reporting illness;
- 3) in compliance with the health regulations of the Contractor; and
- 4) wearing appropriate food handling gloves during food service preparation.

When informed that an employee of the Contractor has a condition which reveals the existence of an illness or communicable disease that may affect the health and wellbeing of the student population or other condition which could affect the safe, sanitary, or healthful operation of the food service, the Contractor shall notify the University and will ensure that the said employee undergo an examination which would either verify or contradict the existence of the condition. If such condition is verified, the Contractor will not utilize the services of said employee at the food service until the condition of that employee returns to a healthful status as indicated in writing and signed by a physician.



The Contractor agrees that all employees will be dressed in clean, neat-appearing uniforms. The Contractor will ensure that its employees wear proper and neat-appearing footwear while working on the University premises.

Employees of the Contractor shall be appropriately uniformed when performing their work assignments at the facility. The term "appropriate uniform" is interpreted to include all apparel, name tags, hats, hair nets, etc. The Contractor must submit samples of uniforms and other apparel of all service personnel for approval by the University. The Contractor must submit any proposed uniform modifications to the University for approval. Cost of the Contractor's employee uniforms will be borne by the Contractor.

- 3.1.10 The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.
- 3.1.11 The Contractor will restrict employees to assigned spaces during working hours and require them, when not working, to vacate the work site.
- 3.1.12 The Contractor shall assure that the Food Service Director or an immediate assistant will be on site at each location during all hours the food facilities are open, including catering services.
- 3.1.13 The Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of its employees.
- 3.1.14 The Contractor shall notify the University in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the food facilities.
- 3.1.15 The Contractor shall continue to provide services under the Contract in the event of strikes and other labor disturbances.
- 3.1.16 Individual training for employees is to be performed by the Contractor. At any time that a new employee is assigned to the University facilities, the Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new worker.
- 3.1.17 The Contractor shall provide the University Contract Administrator with an up-to-date training schedule for all new employees. This training sheet, showing subject matter and tasks included in training, must be signed by the worker after receiving training.
- 3.1.18 The Contractor shall offer employment to the University students and observe the following guidelines:

3.3.18.1 WAGES

Student employees on the Contractor's payroll shall be compensated at least at applicable minimum hourly wage rate. Wage rate shall not be increased without the mutual consent of the University and the Contractor, except as may be required to comply with any applicable law, regulation, ordinance, or court order.

3.3.18.2 UNIVERSITY WORK REGULATIONS

University Regulations Regarding All the Contractor Employees. The following regulations shall apply to all employees on the Contractor's payroll:

- 3.1.19 The Contractor employees shall adhere strictly to the University's regulations concerning personal behavior as stated in the University's current Employee Handbook, and no such employees shall be assigned for work on the University's premises that are not acceptable to the University.



- 3.1.20 The Contractor employees shall undergo health examinations of sufficient frequency and stringency in order to comply with local, University and national health regulations. The Contractor shall submit evidence of such compliance to the University upon request.
- 3.1.21 The Contractor must complete successful criminal background checks on all employees at its sole cost. Contractor employees who drive vehicles must also have a driver history check performed annually in addition to the criminal background check. The University and Contractor will jointly determine specifications for successful checks; however, the University has sole authority on approval of background check criteria. If the Contractor's employee is granted permission to use University vehicles, he/she must abide by the University's fleet safety and vehicle use policy.

Contractor must certify that employees have the required Tennessee background clearances as per the law, including the Federal Criminal History Record Information (FBI criminal background check), a TN State Police Criminal Records Check or corresponding clearances from the adult's state of residence, if not Tennessee, and a TN Department of Public Welfare Child Abuse History.

3.2 Spaces on Premises Available To the Contractor

Facilities will be provided as described herein. The available food space and facilities shall be returned to the University at the end of the Contract in a condition correspondent to the status existing at the time of entering into the Contract, or as improved during the term of the Contract, reasonable wear and tear excepted. It shall be the Contractor's responsibility to maintain the space in good condition throughout the term of the Contract in a manner befitting to the University and notify the University, in writing, of any maintenance problems beyond the scope of the Contractor's responsibility.

The University will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials, or equipment or for any of the Contractor's employees' personal belongings brought onto the premises.

3.3 Insurance & Indemnification

- 3.3.1 Insurance. Contractor shall maintain workers' compensation (or, alternatively be approved as a self-insurer for worker's compensation claims), general liability, automobile liability, product liability, and umbrella insurance coverage's during the term of the Agreement in the amounts shown below:

Coverage:	Minimum Limit:
Worker's Compensation	Statutory Limit (or State Exemption Certificate); Employer's Liability Limit of \$100,000
General Liability	\$1,000,000.00 each occurrence; \$3,000,000 in the aggregate
Automobile Liability	\$1,000,000.00 each occurrence; \$3,000,000 in the aggregate
Umbrella	\$5,000,000.00

- 3.3.2 Both University and Contractor shall maintain their own property insurance on their respective real property, equipment and contents. University will also insure any renovations and/ or equipment paid for by Contractor and name Contractor as an additional insured as their interest may appear.



- 3.3.3 Certificate of Insurance. Contractor shall provide University with a certificate of insurance indicating the above coverages. University shall be named as an additional insured under Contractor's general liability policy. The insurance certificate shall provide University with the insurer's standard written notice of insurance cancellation.
- 3.3.4 Waiver of Recovery and Subrogation. Each party hereto (on its own behalf and on behalf of other party claiming through or under it by way of subrogation or otherwise) waives any and all right of recovery from the other party hereto for property damage or loss of use thereof, however occurring. This waiver shall include, but not be limited to, losses covered by fire, boiler explosion and sprinkler leakage or other causes normally covered by standard broad form or special form property insurance policies. Each party agrees that all policies of insurance obtained by it shall contain provisions or endorsements thereto waiving the insurer's right of subrogation without notice to the insurer, each party shall notify its insurance companies of the existence of the waiver and indemnify provisions set forth in this Agreement.
- 3.3.5 Indemnity. Except as provided in subparagraph 3.4.4 below, Contractor shall defend, indemnify and hold University harmless from and against all claims, liabilities, losses and expenses including reasonable collection and attorneys' fees and court costs which may arise due to the misconduct, willful actions or omissions or negligence of Contractor, its agents or employees in the performance of its obligations under this Agreement. This clause shall survive the termination or expiration of this Agreement.

3.4 Procurement

- 3.4.1 The Contractor shall procure all food and non-food items and cleaning supplies for all food service facilities described herein. The Contractor shall comply with all current and future exclusive or non-exclusive vended and non-vended carbonated and non-Carbonated beverage agreement entered into by the University.
- 3.4.2 The Contractor shall purchase all necessary smallwares, china, glassware, and flatware. Title to all such smallwares, china, glassware, and flatware shall rest solely with the University. The Contractor shall list china, glassware, silver, kitchen utensils, and tray replacement costs as "Operating Expenses." The Contractor shall reconcile all china (if any) and smallwares annually owned by University and shall jointly agree to required inventory levels. Contractor shall maintain the required inventory levels and charge the expense of replacements as an operating expense. Reconciliation of inventories should be on an annual basis at the end of each fiscal year.
- 3.4.3 The Contractor shall engage in competitive specification buying. However, food or supplies may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price.

The general minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

- ◆ All meats, meat products, poultry, poultry products, and fish must be Government inspected.
- ◆ Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
- ◆ Pork shall be U.S. No. 1.
- ◆ Poultry shall be U.S. Government Grade A.
- ◆ Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally-distributed brand, packed under continuous inspection of the U.S.D.A.
- ◆ Dairy products:
 - ◆ Cage-free Eggs – fresh U.S.D.A. or State graded "A"
 - ◆ Butter – U.S.D.A. Grade "A" (92) score
 - ◆ Cheese – U.S.D.A. Grade "A" for all graded cheese



- ♦ Milk and Milk Products – U.S.D.A. Grade "A"
 - ◆ Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
 - ◆ Dry stored items and canned goods – Grade "A" fancy.
 - ◆ Frozen fruits and vegetables – U.S.D.A. Grade "A".
 - ◆ All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.

3.4.4 Equipment Provided by the Contractor

Subject to written approval by the University, any equipment not furnished by the University and deemed necessary by the Contractor must be provided by the Contractor. All equipment provided (and owned) by the Contractor shall remain the Contractor's property, subject to written approval by the University, until expiration of the Contract at which time the University reserves the option to purchase some or all of the Contractor's equipment at the lower of either the depreciated cost or its fair market value.

3.5 Sanitation & Safety

- 3.5.1 The Contractor shall maintain, at all times, the University's food facilities in a clean and sanitary manner in accordance with all federal, state, and municipal laws, codes and regulations. The Contractor will train all employees to follow a "clean-as-you-go" policy. The food facilities are subject to inspection by City, County, and State authorized health department officials, fire department, and other agencies relative to safety requirements.

The Contractor is responsible to notify the Contract Administrator, in writing, of any potential violations which, under terms of the Contract, University carries the responsibility to correct. The Contractor is responsible to pay all fines immediately and notify University within 24 hours of receipt of any notice of fine(s).

- 3.5.2 If the Contractor notices any condition which is unsafe, unhealthy, or in any other way would cause an accident, the Contractor shall make or cause to be made appropriate repairs to remedy the condition. If correction of the condition will take more than routine attention, then the Contractor agrees to notify the Contract Administrator immediately.
- 3.5.3 The Contract Administrator shall be notified immediately of any accidents or safety hazard. The Contractor and its employees, agents, or subcontractors agree to abide by and practice all University and local safety standards and regulations, including adherence to the minimums of the University's safety protocols. The Contractor shall take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from any damages from whatever cause. Contractor shall comply with all federal, state and local safety regulations to include but not limited to E.P.A., D.E.P., D.O.T. and O.S.H.A. mandates and regulations. Contractor will be responsible for all federal, state and local permits in connection with services they provide. The Contractor shall be responsible for any violation of any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees and employees harmless from any fine, penalty, or liability in connection therewith.
- 3.5.4 The Contractor and any subcontractors shall give access to the authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary's duties under the Occupational Safety and Health Act of 1980, as amended. The Contractor shall be responsible for any violation of the Act or any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees and employees harmless from any fine, penalty, or liability in connection therewith.



3.5.5 The Contractor shall adhere to the following minimum standards and guidelines in the preparation, production, and service areas:

- ◆ Clean all kitchen surfaces and equipment on a continuous basis and following each meal period.
- ◆ Contractor will recycle according to University sustainability regulations and policies, and costs shall be borne by Contractor.
- ◆ Keep public areas free from hazardous conditions.
- ◆ Adhere to sanitation regulations for ware washing, recommended temperatures, or the use of chemical sanitizers.
- ◆ Clean kitchen and service area floors, walls, and vents as required.
- ◆ Monitor the dining areas before and during service hours to maintain dining rooms in a clean and orderly fashion.
- ◆ Dining room floors will be vacuumed (in carpeted areas) and mopped (in non-carpeted areas) after every meal period or as needed by the Contractor. Dining room carpets will be hot water extracted/cleaned once per term and non-carpeted areas finished and buffed to a shine as needed.

Item	Minimum Cleaning Frequency	Quality Outcome
Walls	Weekly	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Free of dust, grit, lint, soil, film & cobwebs • Walls & ceilings free of marks caused by furniture, equipment, staff or residents. • Light switches are free of fingerprints, scuffs & any other marks • External light covers and diffusers are free of dust, grit, lint & cobwebs • Polished surfaces are of uniform luster.
Windows	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Internal surfaces of glass, and surfaces of entrance vestibules and patio glass are clear of streaks, spots & marks, including fingerprints and smudges. • Interior window frames, tracks, ledges are clear and free of dust, grit, marks and spots. • No soil film accumulation on inside of glass • Window sills are free of dust



Doors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Free of dust, grit, lint, soil, film, fingerprints and cobwebs • Door & doorframes are free from marks (finger marks, soil) caused by furniture, equipment, residents or staff • Air vents, relief grills and other ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs and other marks • Door tracks and door jams are free of dust, lint, grit and other debris, frame is free from soil build-up • Push or kick plates are free of soil and grit & polished where applicable • Polished surfaces are of uniform luster
Hard Floors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Free from dust, grit, litter, marks and spots, water or other liquids • The floor is free from polish or other build-up at the edges and corners or in traffic areas • Free of spots, scuffs, streaks or scratches in high traffic areas, around furniture & pivot points, no formation of traffic lane marks • Areas such as edges, corners & around furniture are free of dust, grit, lint & spots • Polished or buffed floors are of a uniform luster where appropriate
Carpeted floors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Carpeting is clean, free of litter and soil marks • No evidence of lint in corners, edges or under furniture • Carpeting is well maintained (no torn or badly worn spots or crushed traffic lanes)



Equipment used to prepare food and beverages	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Levels of cleanliness and sanitization comply with the Public Health Department guidelines
Other Equipment (other than Furnishings)	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Free of grease, dirt, dust, lint, marks, stain, soil and cobwebs • Hygienic standards are satisfied where the fixture or appliance is used in food preparation • Range hoods (interior & exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces • Motor vents, etc. are clean and free of dust and lint
Furnishings	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Horizontal and vertical surfaces are free from spots, soil, film, dust, fingerprints & spillage • Furniture legs, wheels & castors are free from mop strings, soil, film, dust and cobwebs • Edges, corners, folds & crevices are free of dust, grit, lint and spots. • Accessible surfaces are free from dust, lint and cobwebs

3.5.6 Equipment Maintenance

The University shall be responsible for the cost of equipment maintenance and repair in all foodservices locations.

3.6 Menus & Prices

3.6.1 The Contractor shall be responsible for providing a variety of high-quality and nutritious foods at reasonable prices at the dining facility. The focus on increased wellness options and marketing as such should be the Contractor's constant focus. The following should guide menu development:

- ◆ Develop innovative menus which emphasize variety, nutrition awareness, and quality.
- ◆ Utilize food displays and merchandising techniques to ensure customer satisfaction.
- ◆ Offer menus that complement the stature of the University integrated with the realistic need to economize on space, utilities, and labor costs.
- ◆ Be responsive to changing meal trends and patron preferences.



- ◆ Be able to produce the menus with the proposed staffing plans submitted by the Contractor and the equipment available on the University' premises as specified.
 - ◆ Distribution: The Contractor will post each week's menu one week in advance at the entrance of the cafeteria and distribute weekly menus throughout the campus and online.
 - ◆ Menus shall include vegetarian and Vegan entrées and ethnic specialties.
 - ◆ Menu prices and plan rates shall not increase without the permission of the University. Price increases shall not increase any higher than the Regional Food-Away-From-Home Consumer Price Index (CPI).
- 3.6.2 Menu Boards: For all operations, a minimum of two menu boards will be prominently displayed at the service areas. Descriptions of daily specials are to be graphically merchandised on 8 ½" x 11" or similar card stock placed at the individual entrances to each unit.
- 3.6.3 Web Page: Contractor shall maintain web pages or website linked to the University website with current and useful information for the University community. Posted items include operational hours, menus, administrative contacts and phone numbers, policies and practices (meal card, take-out, etc.), description of dining venues, and Green practices. This list is not meant to be all inclusive, and creative use of web technology for improving communication to the campus is highly encouraged.
- 3.6.4 Portions/Pricing: It shall be the responsibility of the Contractor to review, establish, and propose the pricing and portion sizes of all items available for sale in the food facilities with final review and approval by the Contract Administrator prior to posting or changing prices.
- 3.6.5 Special Diets: The Contractor shall provide any medically-necessary special diets for meal plan participants when prescribed and approved in writing by a medical doctor and the University.
- 3.6.6 Cost per Student per Day and Procedures: Specific procedures and rates for partial service days, interruption of service (which involves refunds), guest meal rates, no show refunds (those who drop out of the plan), and other procedures will be specified by the University. (The rates for the term of this Contract are detailed in the Contractor's proposal submittal Cost Information and Financial Statements, provided as part of the proposal submittal spreadsheet.)

3.7 Emergency Procedures

- 3.7.1 The Contractor shall provide the University Contract Administrator and the East Tennessee State University Police Department with the names and phone numbers of the three management individuals who will be available at any time to call in the case of emergencies. At least one of these individuals must be available by phone 24 hours a day, seven days a week. These individuals are:
- | | |
|---------------|-------------|
| 1) Name _____ | Phone _____ |
| 2) Name _____ | Phone _____ |
| 3) Name _____ | Phone _____ |
- 3.7.2 Fire and Other Emergencies: In the event of fire or other emergencies, the Contractor's employees shall immediately pull the fire alarm closest to the location of the fire and immediately call the University's fire emergency number. The Contractor shall develop plans and train all employees to respond to fire, civil defense, bomb threats, and other emergencies based on procedures established by the University and will share with the University upon request.



- 3.7.3 Contractor will have a first responders plan in the event of an emergency, natural disaster, or severe weather. Contractor will provide, on an annual basis, the names of the people that will be stationed at the University during the duration of the event to ensure continued foodservice.

3.8 Safety & Security

The Contractor and all employees shall comply with all University rules and regulations governing access to and conduct on the University's property. The Contractor shall furnish its personnel with identification required for entrance to or exit from the described premises during normal work hours. It shall be the responsibility of the Contractor to return employee identification within one day of the employee's departure for personnel no longer employed at the facility or for employees removed from the premises at the request of the Contract Administrator.

University may issue its ID card to the Food Service Director if access to buildings is deemed necessary. This ID, if issued, will be valid only during his/her assignment at the University. The University also may revoke this privilege at any time without notification.

- 3.8.1 The Contractor shall have the responsibility for determining that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operation within the food and beverage spaces. The areas under the Contractor's food service facilities and spaces shall be the Contractor's responsibility relative to security during the scheduled hours of operation. The University shall issue all necessary keys to the Contractor. Any loss due to non-compliance will be the sole cost, not reimbursable by the University, of the Contractor.
- 3.8.2 Fire Safety and Compliance: Contractor shall be responsible to assure compliance with all Tennessee State, federal and international fire codes (including, but not limited to the 2006 International Construction Code (ICC), 2006 International Fire and Building Codes (IFC, IBC) governing the dining facilities and operations (excluding building structural and building engineering systems which the University is responsible for). Contractor shall assure that all contractor employees shall comply with all University and Tennessee State rules and regulations regarding fire safety, including but not limited to fire safety training and education and fire safety inspections. Further, Contractor shall be liable for payment of any fines levied to the University as a result of Contractor's staff failure to comply with Tennessee State fire codes.

Contractor's employees are required to be trained in the use of portable fire extinguishers, equipment for operational safety and be aware of the University's fire safety/emergency plan

3.9 Damages, Injury & Thefts

- 3.9.1 Damages/Injuries: The Contractor shall give the University and the University Security Department immediate notification and follow such report with prompt written notice of any fire or damage occurring to the premises and a copy of all notices received of any claim for bodily injury occurring within any building.
- 3.9.2 Vandalism and Thefts: Where vandalism or thefts occur to the Contractor's machines, equipment or operations, it shall be the sole responsibility and liability of the Contractor to insure, repair or replace damaged or stolen equipment at the Contractor's expense within forty-eight (48) hours. All vandalism shall be reported to the University Contract Administrator and University's Security Department immediately upon discovery.



3.10 Theft & Loss Liability

The University will not be responsible for any of the Contractor's internal losses or thefts, and any such losses must be borne solely by the Contractor out of its own funds; they may not be used to diminish or be absorbed by the profits of this Contract.

3.11 Garbage Removal & Recycling

All trash collected by the Contractor must be removed by the Contractor at the time of collection, separated according to classification, and sent to areas designated by the Contract Administrator. All articles and/or material designated as trash must be removed to designated areas as requested, in containers approved by the University. The University shall be responsible for the cost associated with all trash removal and pickup. These costs will be billed to the Contractor on a monthly basis by the University. The Contractor shall list these costs as operating expenses.

- 3.11.1 Employees handling hazardous waste must be trained in the handling of hazardous wastes and universal waste. The Contractor shall properly arrange and dispose of said waste streams, and the costs of disposal are to be borne by the Contractor. Any cost, penalty or liability for non-compliance will be borne solely by the Contractor and may result in Contract termination as determined solely by the University.

3.12 Operating Budget

Board rates will be set by the University, usually in November. On or before November 1st of each year, the Contractor shall submit to the University Contract Administrator a complete budget for each unit, by month, with estimated sales, food costs, revenues, and expenses for the University's next fiscal year (July 1 to June 30) in a mutually agreed format. The Contractor and University will meet to review the budget annually with the intent of agreeing on an operating budget for the upcoming year. All operating budgets are subject to approval by the University.

3.13 Audit of Facility

The Contractor shall keep accurate, complete and current records of all revenues and expenses in connection with the operation of the food facility locally in the University offices in a mutually agreed upon format. Such revenues and expenses shall be supported by cash register tapes, invoices, sales slips, bills, vouchers, payroll records, purchase orders, and other pertinent records that, under recognized accounting practices contain information bearing upon or relating to cost, income, gross sales, or profits. This information shall be available for seven (7) years subsequent to the Contractor's fiscal year for inspection on University premises by the University during regular working hours and shall be subject to audit by the University or its agents at any reasonable time at no cost.

Documents requested by the University shall be delivered at the Contractor's expense to a University designated site within ten (10) working days. Any such audit shall be paid for by the University, unless such audit shall determine that there is a deficiency in the payment of funds due to the University for an academic year in excess of 0.5% of the profits theretofore computed and paid by the Contractor for each academic year. In such latter event, the Contractor shall pay the full cost of such audit.



The parties understand that this Contract will be subject to Section 952 of the Omnibus Reconciliation Act of 1980 and its corresponding regulations at 42 C.D.E. Part 420 if the Contract includes furnishing of services at a cost or value of \$10,000 or more over a twelve (12)-month period. Pursuant to such statute and regulations, the Comptroller General of the United States, the Secretary of Health and Human Services or their duly authorized representatives shall have access to this Contract and any other books, documents or records necessary to verify the cost and services provided hereunder for a period of four (4) years following the rendering of such services.

In addition, if any of the duties of this Contract are carried out through a Subcontract with a related organization, with a value or cost of \$10,000 or more over a twelve (12)-month period, access is similarly required to the Subcontractor's books, documents, and records related to the rendering of these services. Such Subcontract shall be in writing and shall contain a similar access clause to that herein.

The Contractor shall be subject to periodic, unannounced operational audits of the food facilities by a representative of the University. The audit shall specifically include a comprehensive review of:

- ◆ Service quality, attentiveness, courteousness, etc.
- ◆ Food quality, presentation, merchandising
- ◆ Sanitation practices and conditions
- ◆ Personnel appearance
- ◆ Training program techniques, schedules, and records
- ◆ Safety conditions
- ◆ Operation performance from a financial perspective
- ◆ Other related operational conditions and/or practices

A report as a result of the financial and operational audits will notify the Contractor of conditions needing correction or improvement Contractor will have five (5) days to respond and address corrections of any and all deficiencies.

3.14 Performance Review Meetings

The Contractor's Food Service Director will schedule formal meetings with the University Contract Administrator, Vice President for Student Affairs and designated food service liaison to review all aspects of the campus dining services, presenting to the University operational issues, completed programs, ideas for new programs, improvements, and financial results. These meetings will take place at a minimum of every thirty (30) days or at the discretion of the Contract Administrator

In addition, there will be annual meetings to discuss the benchmark of the Contractor against other comparable University accounts.

3.15 General Accounting

The Contractor shall operate on the basis of a fiscal year (July 1 to June 30) consisting of twelve (12) accounting periods. All departmental charges (from Catering Services) must be submitted to the Contract Administrator with the monthly financial reports. The Contractor is to submit all invoices electronically utilizing protocols determined by East Tennessee State University. Invoices will be submitted monthly with no prepayment requirement. Invoices shall include substantiated reports for compensation of Dining Dollars transactions in Contractor operated facilities.

Within the fifteenth 15th working day following the close of each accounting period, the last day of the month, the Contractor shall furnish the Contract Administrator with a statement of gross sales and expenses in connection with



the operation of the food facilities covered by the Contract, showing on a monthly and year-to-date basis the actual and budgeted food costs, labor costs (including the account manager), fringe benefits, payroll taxes, and expenses which are properly allocable to the operation. All operation statements shall be accompanied by respective commission payments to the University. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements. If Contractor does not make any required payment within thirty (30) calendar days of the due date, the amount due shall bear interest at the rate of two percent (2%) per annum, but not greater than the rate allowed by law.

The Contractor shall not hold the University responsible for the serving of a student after it has been notified by the University in writing that the student has withdrawn from the meal plan. The University shall pay the Contractor within thirty (30) days of receipt of an appropriate statement concerning the number of participants per day in each meal plan.

The Contractor will report revenue and allocate expenses and present separate operating statements for all current and future food service venues on the campus including the following:

Consolidated Revenue Statement

- ◆ Meal Plans
- ◆ Cash Sales

Consolidated Revenue and Expense Statement

- ◆ Anytime Dining Locations
- ◆ For Each Retail Dining Unit
- ◆ Catering/Conferences

Detailed Revenue and Expense Statements

- ◆ Anytime Dining Locations
- ◆ For Each Retail Dining Unit
- ◆ Catering/Conferences

The Contractor shall maintain quarterly inventory and shrinkage records, in a format specified by the University, of all smallwares and monthly inventory, purchase, and usage records of food, provisions, and supplies. The quarterly inventory shall be submitted to the Contract Administrator. On the anniversary date of the Contract or the termination date of the Contract, a joint inventory of all equipment and smallwares shall be taken.

3.16 Prior Notice of Impending Labor Disputes

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of work under the Contract, the Contractor shall immediately give notice thereof to the Contract Administrator.

3.17 Labor Relations

The Contractor shall be responsible for its own labor relations with any trade represented among its employees and shall negotiate and be responsible for adjusting all disputes between itself and its employees or any union representing such employees. Those provisions shall be extended by the Contractor to all Subcontracts.



The Contractor specifically agrees that it is an independent Contractor and an employing unit subject as an employer to all applicable unemployment compensation, occupational safety and health, or similar statutes so as to relieve the University of any responsibility or liability for treating the Contractor's employees as employees of University for the purpose of their safety or of keeping records, making reports, or paying any payroll taxes or contribution; and the Contractor agrees to indemnify and hold harmless the University and reimburse it for any expense or liability incurred under said statutes in connection with employees of the Contractor.

3.18 Assignment of Responsibilities

The Contractor shall not sublet, assign, or transfer any rights or responsibilities, or any part hereof, without prior review and written consent of the Contract Administrator. Any assignment without the Contract Administrator's written consent shall be void and have no binding effect upon the University. If any portion of the work or services which have been subcontracted by the Contractor is not executed in accordance with this Contract, the subcontractor shall be replaced on request of the Contract Administrator. No Subcontract entered into by the Contractor shall relieve the Contractor of any of its liabilities and obligations.

3.19 Licenses, Permits & Taxes

The Contractor shall, without additional expense to the University, be responsible for obtaining any necessary licenses (including liquor licenses), and bonding to comply with University regulations, and municipal, county, University, and federal laws (including all sanitation laws), and shall assume liability for all applicable taxes including, but not restricted to sales, property, and beverages in connection with the performance of services specified herein.

The Contractor shall pay all ad valorem taxes, real property taxes or others, licenses, Workmen's Compensation Insurance, and unemployment compensation that may be imposed upon or as a result of operating of food services by the Contractor.



4. Article 4 - Responsibilities of the University

4.0 Contract Administration

The University will engage the Contractor to operate the food services at the University's campus facilities.

The FSD shall interface at the site with the University's Contract Administrator or his or her designee. The designated Contract Administrator may be changed at the option of the University by a written notice to the Contractor without a formal Contract amendment. All notices, requests, and other formal communication under the Contract shall be given to or by the Contract Administrator. All services rendered under the Contract are subject to the final approval of the Contract Administrator.

4.1 Changes

The University may, at any time, issue a written order making changes within the general scope of the Contract. An equitable adjustment shall be made if any changes cause an increase or decrease in the Contractor's cost. Such written requests/authorizations affecting the terms and conditions of this Contract are to be issued and signed by the Contract Administrator.

Notification of any claim for adjustment of the Contract under this provision must be presented in writing to the Contract Administrator within thirty (30) calendar days from the date such changes are ordered. Such claim shall further be itemized and supported by any documents or information as the Contract Administrator may require and be submitted within an additional thirty (30) calendar days. The Contractor's rights for any adjustments in the Contract shall be deemed waived unless its claim is submitted in accordance with the above requirements. Nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

4.2 Facilities

The University shall, at its expense, assume the following responsibilities under the Contract:

- 4.2.1 Provide, install, and permit the Contractor to use the major food equipment provided at the University. Equipment that is no longer needed for the Contract operations may be withdrawn by the University. The University will replace equipment which the University has provided as the University deems necessary. Ownership of all equipment provided by the University under the Contract shall be vested in the University.
- 4.2.2 The Contractor shall be responsible for purchasing and providing the inventory of all smallwares. The University will provide what it currently owns and any additions to the par will be the responsibility of the Contractor. Title and ownership of all the additions and subsequent purchases belongs to the University, including but not limited to china, glassware, flatware, trays, and kitchen utensils. The Contractor shall be responsible for furnishing like replacements as necessary to assure continuity of operation. Such replacements will be the property of the University. The Contractor shall lease the point-of-sale systems.
- 4.2.3 Items initially furnished by the University as specified in the sections above shall be listed on a basic inventory approved jointly by the University and the Contractor at the start of the Contract. Subsequent changes, additions, or deletions to the basic inventory shall be in writing and approved jointly by the parties. On the annual anniversary



date of the Contract and at the termination date of the Contract, a joint inventory shall be taken by the University and the Contractor to verify the correctness of the inventory.

- 4.2.4 The University will provide adequate ingress and egress, including reasonable access to the corridors, passageways, loading platforms, and elevators.
- 4.2.5 The University will maintain and repair the building structures in the areas assigned for the Contractor's use, including painting; the maintenance of water, steam, sewer and electrical lines, grease traps, ventilation, and air conditioning; electrical lighting fixtures; space heating systems; walls and ceilings; provided that the Contractor shall bear the expense of repairs necessary because of his own or his employees' fault or negligence. The Contractor is responsible to notify the University, in writing, of any conditions which require correction in order to meet Health and Safety codes.
- 4.2.6 The University will provide sanitary toilet facilities for the Contractor's employees.
- 4.2.7 The Contractor will provide custodial services and certain general building and equipment maintenance, including the major cleaning of ceilings, carpets, walls, windows, light fixtures, draperies, blinds, and vents in the service and dining areas, except as otherwise provided herein. The cleaning of all assigned food service spaces including the kitchen, service area, dining area floors, office, dining rest rooms, ceilings, walls, and vents are the responsibility of the Contractor. The cost of building and equipment maintenance or repairs resulting from the acts or omissions of the Contractor or its employees shall be paid by the Contractor.
- 4.2.8 The University will provide office space and furnishings for administrative activities such as purchasing, invoice reconciliation, payroll, and menu pricing. All existing office furnishings will remain University property. All computer equipment will be the responsibility of the Contractor. The available food space and facilities shall be returned to the University at the end of the contract in a condition correspondent to the status existing at the time of entering into the contract, or as improved during the term of the contract, reasonable wear and tear excepted. The University will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials, or equipment or for any of the Contractor's employees personal belongings brought onto the premises.

The Contractor will be responsible for setting and placement of furnishings in dining halls and at select catered events.

4.3 Utility Outages

The University cannot guarantee the uninterrupted provision of the above utilities and service except to ensure that all reasonable and diligent efforts will be pursued in restoring the interrupted service. The University shall not be liable for product or revenue loss which may result from the interruptions or failure of the above service.



5. Article 5 - Restrictions to the Contractor

5.0 Removal of Equipment

The Contractor may not remove any University equipment from the premises without written permission from the Contract Administrator.

5.1 Advertising

The Contractor will maintain all terms and conditions of this Contract in the strictest of confidence and will not in any manner use the designated University food service facilities for advertising, publicity, marketing, or public relations purposes without the prior written approval of the Contract Administrator.

5.2 University Use of Facility

The University reserves the right to use the dining area of any food service facility covered under this Contract at times other than the serving periods and following or before the scheduled operating hours for special occasions, meetings, or other assemblies provided that, after each use, the space will be cleaned and rearranged without any additional expense to the Contractor.

5.3 University's Access to Facility

The University and its authorized representatives shall have, at all times, access to spaces assigned to the Contractor. The University will maintain a complete set of keys to the facilities. The University shall provide keys to the Contractor for any new equipment, key, or lock changes. Should the Contractor purchase an item that will be locked, the University shall be provided with all necessary keys. Contractor and its employees are subject to facility access policies and procedures established by the University.

5.4 Spatial Modifications

The Contractor shall not perform any modifications to the food service facility without the prior written approval of the University. The University will consider reasonable suggestions from the Contractor for modifications desired but will decide upon them at its sole discretion. Any major modifications or renovations to existing structural, electrical, ventilation or other building systems will be performed by the University consistent with University standards and procedures.

5.5 Unauthorized Use

The Contractor may not prepare food and/or beverages on the premises for sale or use for any purpose not covered by this Contract.



5.6 Hiring or Use of Employees

The Contractor and the University mutually agree not to hire any of the other's management employees for the length of the Contract and for the first full year thereafter, without prior approval of the other.



6. Article 6 - General Terms

6.0 Term of Contract

- 6.0.1 The intended term of the Contract will be ten (10) years. The initial term for contract services will be for three (3) years with a mandatory Review and Renegotiation Process ("Review and Renegotiation Process") following the third year with the Contractor.

The mandatory Review and Renegotiation Process will be necessary to ensure the successful transition of services and support once a newly renovated and expanded dining venue is opened beginning in the fall of 2019. As a result of the Review and Renegotiation Process, the University may modify and/or change the dining program and operations to best suit its needs and the needs of the community based on the final design and functionality of the new dining facility. The Review and Renegotiation Process may include but will not be limited to restructuring the hours of operations, venues, concepts, menu variety and selection, staffing and labor, services, meal plans and methods of payment.

At the time of the mandatory Review and Renegotiation Process, the University will enter into incumbent-only renegotiations. If the Contractor and University are able to successfully renegotiate the Contract, the Contract will be extended an additional five (5) years with the option of two (2) one (1) year extensions to be exercised at the sole discretion of the University, for a total of ten (10) years.

If the Contractor and the University are not able to successfully renegotiate the terms of the contract then the University reserves the right to terminate the contract and competitively re-bid the foodservice operations.

6.1 Governing Laws

The construction, interpretation, and performance of this Contract and all associated or resultant transactions shall be governed by the laws of the State of Tennessee. All negotiations for dispute resolutions with regard thereto shall occur within the State of Tennessee.

6.2 Documents Are Binding

The RFP - 6792, proposal response, proposal response addenda and supplemental agreements as defined in 1.1.4 represent Contract Documents. If conflicts in the Contract Documents exist between separate documents, the language in the Contract will take precedence.

6.3 Provisions Separable

Each provision of this Contract is separable from the whole and, if one provision is held invalid, the remaining provisions shall remain in effect.



6.4 Amendments to This Contract

The terms and provisions of this Contract shall not be changed or terminated orally. No oral statement of any person shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Contract.

6.5 Extras

Except as otherwise provided, services that are not required under this Contract will not be compensated for unless such extras and the prices for them have been authorized in advance in writing by the University.

6.6 Force Majeure

- 6.6.1 In case performance by a party of any terms or provisions hereof (other than the payment of monies) shall be delayed, prevented, interfered with or would cause a significant increase in costs to such party, because of without limitation, compliance with any law, decree, or order of any governmental agency or authority, or because of riots, war, public disturbances, power interruptions, fuel shortages, strikes, lockouts, differences with employees, pandemics, epidemics or outbreaks, whether actual or perceived, fires, floods, Acts of God, terrorism or any other event or reason whatsoever which is not within the reasonable control of such party and which, by the exercise of reasonable diligence such party is unable to prevent (an "Event of Force Majeure"), such party may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Contract for the period of such suspension of the performance of duties hereunder unless the other party agrees to pay such party's reasonable increased costs as a result of such event or reason. The party so prevented, delayed or interrupted shall give notice to the other party of such events as soon as reasonably possible and both parties shall use their reasonable efforts to comply with the terms of this Contract notwithstanding such prevention, delay, or interruption.

6.7 Termination of Contract

6.7.1 Termination without Cause

Either party reserves the right to cancel the contract with a one hundred twenty (120) day written notice.. Upon any such termination, the occupancy of University premises will end; and the Contractor agrees to waive any claim for damages, including loss of anticipated remuneration in any form.

The contractor may only terminate for cause. Termination shall be scheduled so that it does not fall prior to the end of a semester. Upon any such termination, the occupancy of University premises will end; and the Contractor agrees to waive any claim for damages. All fees due to Contractor will be prorated in accordance with the date of termination and Section 7.

6.7.2 Termination for Cause

In the event that the Contractor defaults or fails to observe the terms and conditions of this Contract in any material aspect, the University will have the right to do any one or more of the following:



6.6.2.1 NOTICE OF DEFAULT

Give the Contractor notice of the default, required corrective action, and the time period within which corrective action is required to avoid immediate termination of this Contract;

6.6.2.2 THIRTY CALENDAR DAYS NOTICE

Give the Contractor thirty (30) calendar days' notice of its intention to terminate this Contract for cause. Thirty (30) calendar days thereafter, this Contract and the Contractor's occupation of the premises will end regardless of any corrective action by the Contractor.

6.6.2.3 IMMEDIATELY TERMINATE CONTRACT

Immediately terminate this Contract, if, in the sole discretion of the University, the default or failure to observe terms and conditions is so egregious as to warrant immediate termination. Upon such termination, the Contractor's rights to occupy the premises will end forthwith.

In the event that the University defaults or fails to observe the terms and conditions of this Contract in any material aspect, the Contractor will have the right to terminate the Contract after notifying the University of the actions required to correct the problem, and giving the University thirty (30) calendar days to correct the problem.

6.6.2.4 RETURN OF FACILITIES UPON TERMINATION

The Contractor will relinquish occupancy of the food facility to the University upon the effective date of termination and will return all facilities, equipment, and other items furnished by the University in the condition in which received, reasonable wear and tear excepted.

Additionally, the University will have the option, to be exercised at its sole discretion, of buying, at the lower of either the depreciated cost or fair market value, some or all equipment owned and used by the Contractor in operating the University facility, if any. The Contractor will be responsible for all losses and damages to the food facility resulting from its default, failure, or negligence during the term of this Contract.

6.6.2.5 DAMAGES TO FACILITIES AND EQUIPMENT

If, within thirty (30) days of termination of this Contract, the University determines that any part of the facilities and/or equipment are damaged, and that such condition was not readily evident at the time of the termination, the University reserves the right to have the (prior) Contractor pay for repairs to said damaged facilities and/or equipment. This clause shall survive the expiration of this Contract.

6.8 Information Technology Systems

In connection with the services being provided hereunder, Contractor may need to operate certain information technology systems not owned by University ("Non-University Systems"), which may need to interface with or connect to University's networks or information technology systems ("University Systems"). Contractor shall be responsible for all Non-University Systems, and University shall be solely responsible for University Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Contractor will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-University Systems interface with or connect to University Systems, then University agrees to



implement forthwith upon request from Contractor, at its own expense, the changes to the University Systems that Contractor reasonably requests and believes are necessary or prudent to ensure Contractor's compliance with the Data Protection Rules. University will promptly provide Contractor with written notice of any change to its policies pertaining to University Systems, or change in configuration of University Systems, in order that Contractor may assess the impact of such change upon the security of Non-University Systems. Contractor shall indemnify, defend and hold harmless the University from all claims, liabilities, damages and costs (including reasonable lawyer's fees) to the extent caused by the Contractor's failure to comply with its obligations in this section.

6.9 Notices

Any notices required to be delivered hereunder for RFP - 6792 shall be deemed to have been sufficiently given under the following conditions:

6.9.1 If given by the University to the Contractor, it shall be sent by certified mail addressed as follows:

6.9.2 If given by the Contractor to the University, it shall be sent by certified mail addressed as follows:

Dr. David D. Collins
Vice President for Finance and Administration
East Tennessee State University
PO Box 70601
Bond Hall, Room 244
Johnson City, TN 37614



7. Article 7 - Financial Arrangement (To Be Determined)

7.1 Introduction

The following terms and conditions set forth the financial arrangements hereby agreed upon by the University and the Contractor governing the food service operation. All terms and conditions apply specifically to revenues, operating expenses, compensation, and net gain/loss on operations.

7.2 Capital Investment and Compensation

7.2.1 The Contractor shall pay the following guaranteed commissions and compensations to the University for use of the facilities for all food service operations. A ten (10) year guaranteed commission package based on the greater of the percent of board and retail revenue or the amount listed in each year below.

7.2.2 Capital Investment by Contractor

To Be Determined

7.2.3 Commissions on all operations

To Be Determined

7.2.4 Board Rates

◆ Anytime Dining Plan:

7.2.5 Partial Service Days

◆ 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 resident dining rate as follows:

- ◆ Breakfast: 10% of rate
- ◆ Lunch: 30% of rate
- ◆ Dinner: 30% of rate
- ◆ Special Events/Brunch: 30% of rate

= If the minimum menu profile is not complied with during any meal period, then the menu period will be considered non-compliant, the University will not be required to pay the Contractor for that day part.

7.2.6 Door Rates

◆ Door Rates at The Market Place

- ◆ Breakfast (7 a.m. – 11 a.m.): _____
- ◆ Lunch (11 a.m. – 5 p.m.): _____
- ◆ Dinner (5 p.m. – Midnight): _____

7.2.7 In-kind Compensation Provided Annually:

- ◆ Pending



7.3 Operating Budget

On or before November 1st of each year, Contractor shall submit to the Contract Administrator or his designee a complete budget for each unit, by month, with estimated sales, food costs, revenues, and expenses for the University's next fiscal year (July 1 - June 30) in a mutually agreed format. Contractor and University will meet to review the budget with the intent of agreeing on an operating budget for the upcoming year.

7.4 Financial Reports

On a weekly basis, Contractor shall provide to the University detailed operating statements, in a mutually agreeable format for both parties, (to include sales, food costs, labor, direct costs, service management fee) showing all income and expenses for each of Contractors' operating cost centers at the University showing activity for the statement period and a year-to-date summary. The year-to-date summary shall be for the Agreement year. Contractor shall maintain books and records in accordance with generally accepted accounting principles. The operating statements submitted by Contractor may reflect certain internal charges and allocations, which are applied on a consistent basis to Contractor accounts. Contractor shall retain all such records for a period of Seven (7) years. This provision shall survive termination of this Agreement.

7.5 Authorized Operating Expenses

Customary expenses, attributable directly to the operation of the University's food services, shall be paid for by the Contractor as a cost of business to be offset by revenues and reimbursed services. Expenses are considered to be usual food service net operating expenses derived after deducting trade discounts, rebates, etc. Expenses which are authorized are:

- ◆ Cost of food and beverages.
- ◆ Salaries and wages.
- ◆ Payroll taxes.
- ◆ Employee benefits (including worker's compensation insurance).
- ◆ Uniforms.
- ◆ Trash removal services.
- ◆ Hazardous waste removal.
- ◆ Laundry (includes linen replacement).
- ◆ Paper supplies.
- ◆ Cleaning supplies.
- ◆ Office Supplies (e.g., postage, first aid supplies, etc.).
- ◆ Direct Operating Supplies (e.g., replacement of china, glass, flatware, trays, and miscellaneous kitchen wares).
- ◆ Administrative and General (e.g., telephone, permits/licenses, credit card service fees, and others that apply only to on-site expenses).
- ◆ Transportation costs (previously approved by the University) involved in moving goods, equipment, and supplies between locations on campus).
- ◆ Cost of Sub-Contracted services approved by the University (e.g., service Contracts, bank service).
- ◆ Insurance coverage's specified herein.
- ◆ Armored car service.
- ◆ Miscellaneous pre-approved expenses such as employee recruiting and menu printing.



- ◆ Depreciation charges for any equipment purchased by the Contractor (with prior approval from the University) and brought on site.
- ◆ Equipment maintenance and service Contracts.

7.6 Unauthorized Items of Expense

Expenses which are to be paid by the Contractor and are not to be included on the Contractor's statements or used to offset revenues include but are not limited to:

- ◆ The expense of payroll computations and the disbursement of the payroll.
- ◆ Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers.
- ◆ Accounting expenses including costs of producing financial reports.
- ◆ Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this Contract.
- ◆ Repairs necessary as the result of the acts or omissions of the Contractor or its employees.
- ◆ Monies or other property, lost or stolen, either on or off University premises.
- ◆ Express delivery charges of any type, except those with prior approval by the University.
- ◆ Inventory interest or carrying cost, except those authorized in this Contract.
- ◆ Excessive overtime pay (limits to be determined).
- ◆ Legal expenses.
- ◆ All taxes, except for payroll and property taxes.
- ◆ Relocation expenses of any of the Contractor's employees.
- ◆ Interest charges on any loans incurred by the Contractor, unless specifically authorized by the University.
- ◆ Modem charges and any extra telephone lines.
- ◆ Memberships in local or national groups of any type.
- ◆ Costs for any of the Contractor's employee to attend seminars or conferences of any type.
- ◆ Anything else not expressly set forth herein.
- ◆ Travel expenses of all personnel above the Food Service Director
- ◆ The Contractor's personal use of the facilities.



8. Article 8 – Miscellaneous

8.1 Tennessee Claims Commission

The State of Tennessee is self-insured, and the University does not carry or maintain commercial general liability insurance or medical, professional or hospital liability. Any and all claims against the University for personal injury and/or property damage resulting from the negligence of the university in performing any responsibility specifically required under the terms of the Agreement shall be submitted to the Board of Claims or Claims Commission for the State of Tennessee. Damages recoverable against the University shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to Tennessee Code Annotated Section 9-8-301 et. seq.

8.2 Conflicts of Interest

Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as office, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Agreement.

8.3 Travel

Compensation to Contractor for travel, meals or lodging shall be in the amount of actual cost to Contractor, subject to maximum amounts and limitations specified in the Tennessee Board of Regents policies, as they may be from time to time amended.

8.4 State Funds Allocation

This Agreement is subject to the allocation of state funds.

8.5 Illegal Immigrants

Contractor represents that it will not knowingly utilize the services of illegal immigrants in the performance of this Agreement and will not knowingly utilize the services of any subcontractor, if permitted under this Agreement, who will utilize the services of illegal immigrants in the performance of this Agreement.

8.6 Sex Offender Registry

Contractor represents that it will not utilize the services of any individual required to register as a sex offender under Title 40, Chapter 39 of the Tennessee Code Annotated or any similar law.



8.7 Governing Law

This Agreement shall be governed by the laws of the State of Tennessee.

8.8 Open Records

The University will comply with the Tennessee Open Records Law in performing its duties under this Agreement.

**EAST TENNESSEE STATE UNIVERSITY****ENTIRE CONTRACT AND AMENDMENTS**

This Contract and its Attachments (RFP - 6792, Proposal, Finalist interview, Finalist interview reply) constitute the entire agreement of the parties and may not be changed other than by an agreement in writing signed by the parties.

In witness thereof, the parties hereto have executed the Contract the day and year first above written.

AGREED TO:**ACCEPTED BY:**

East Tennessee State University

Company

By

By

Title

Title

Date

Date

Tennessee Board of Regents

By

Title

Date

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

**APPENDIX 2****Academic Calendar Year****SECTION E: Fall Semester 2016**

April 4	<u>Registration</u> by appointment only begins
April 30**	<i>Preferred date to submit an application for <u>graduate admission</u> (International)</i>
June 1**	<i>Preferred date to submit an application for <u>graduate admission</u> (Domestic)</i>
Aug. 22	First day of classes
Aug. 28	Last day to register or add classes without a departmental permit (Last day to register through GoldLink)
Sept. 4	Census
Sept. 4	Last day to add with a departmental permit (by 4:30 pm EST) (permit from academic dept. - registration thru Registrar's, 102 Dossett Hall, 423-439-5584)
Sept. 4	Last day to drop a course without a 'W' grade
Sept. 5-11	Attendance Reporting
Sept. 5	Begin late add with dean's permission only (<u>late add form and directions</u>)
Sept. 5	Labor Day (<i>university closed</i>)
Sept. 6	<i>Last day for graduate students to file <u>intent to graduate</u>, committee forms, and forms for candidacy and programs of study for Dec. 2016 graduation</i>
Sept. 26- Oct. 2	ESPR grades due for undergraduate students only
Oct. 10 - 11	Fall Break (students only, no day/evening classes, university open)
Oct. 10	Last day to drop a course with a 'W' grade without dean's permission
Oct. 17	<i>Last day to schedule oral defense of thesis or dissertation with the School of Graduate Studies for Dec. 2016 graduation</i>
Oct. 31	<i>Last day to complete oral examinations for Dec. 2016 graduation</i> <i>Last day to upload committee-approved thesis or dissertation and turn in the Manuscript Review form, and send in the full Turnitin report to the School of Graduate Studies for Dec. 2016 graduation</i>
Nov. 7	
Nov. 23	Thanksgiving (<i>no classes</i>)
Nov. 24 - 25	Thanksgiving (<i>university closed</i>)
Nov. 29	Last day to <u>withdraw</u> from the university (by 4:30 pm EST)
Dec. 1	Last day of classes
Dec. 2	Study Day
Dec. 3 - 8	Final exams - <u>Final Exam Schedule</u>
Dec. 5	<i>Last day to pay microfilming fees for theses and dissertations in the Office of the Comptroller</i>
Dec. 7	<i>Deadline for Dean approval of thesis or dissertation for Dec. 2016 graduation</i>
Dec. 10	<u>Commencement Ceremonies</u>



Dec. 12 All grades due by noon

[Back to Top](#)

SECTION F: Fall Semester - First 5 Weeks 2016

April 4 [Registration](#) by appointment only begins
Aug. 22 **First day of classes**
Aug. 24 Last day to change to/from audit grade
Aug. 24 Last day to register or **add** classes without a departmental permit (Last day to register through GoldLink)
Aug. 27 Begin late **add** with dean's permission only ([late add form and directions](#))
Aug. 28 Census
Aug. 28 Last day to **drop** a course without a 'W' grade
Sept. 5 Labor Day (*university closed*)
Sept. 11 Last day to drop a course with a 'W' grade without dean's permission
Sept. 21 Last day to [withdraw](#) from the university (by 4:30 pm EST)
Sept. 23 **Last day of classes**

[Back to Top](#)

SECTION G: Fall Semester - Middle 5 Weeks 2016

April 4 [Registration](#) by appointment only begins
Sept. 26 **First day of classes**
Sept. 28 Last day to change to/from audit grade
Sept. 28 Last day to register or **add** classes without a departmental permit (Last day to register through GoldLink)
Oct. 1 Begin late **add** with dean's permission only ([late add form and directions](#))
Oct. 2 Census
Oct. 2 Last day to **drop** a course without a 'W' grade
Oct. 10 - 11 Fall Break (students only, no day/evening classes, university open)
Oct. 16 Last day to drop a course with a 'W' grade without dean's permission
Oct. 26 Last day to [withdraw](#) from the university (by 4:30 pm EST)
Oct. 28 **Last day of classes**

[Back to Top](#)

SECTION H: Fall Semester - Last 5 Weeks 2016



April 4	Registration by appointment only begins
Oct. 31	First day of classes
Nov. 2	Last day to change to/from audit grade
Nov. 2	Last day to register or add classes without a departmental permit (Last day to register through GoldLink)
Nov. 5	Begin late add with dean's permission only (late add form and directions)
Nov. 6	Census
Nov. 6	Last day to drop a course without a 'W' grade
Nov. 20	Last day to drop a course with a 'W' grade without dean's permission
Nov. 23	Thanksgiving (<i>no classes</i>)
Nov. 24 - 25	Thanksgiving (<i>university closed</i>)
Nov. 29	Last day to withdraw from the university (by 4:30 pm EST)
Dec. 1	Last day of classes
Back to Top	

SECTION I: Spring Semester 2017

Sep. 30**	<i>Preferred date to submit an application for graduate admission (International)</i>
Oct. 28**	<i>Preferred date to submit an application for graduate admission (Domestic)</i>
Nov. 14	Registration by appointment only begins
Jan. 17	First day of classes
Jan. 23	Last day to change to/from audit grade
Jan. 23	Last day to register or add classes without a departmental permit (Last day to register through GoldLink)
Jan. 30	Census
Jan. 30	Last day to add with a departmental permit (by 4:30 pm EST) (permit from academic dept. - registration thru Registrar's, 102 Dossett Hall, 423-439-5584)
Jan. 30	Last day to drop a course without a 'W' grade (by 4:30 pm EST)
Jan. 31 - Feb. 6	Attendance Reporting
Jan. 31	Begin late add with dean's permission only (late add form and directions)
Feb. 1	<i>Last day for graduate students to file intent to graduate, committee forms, and forms for candidacy and programs of study for May 2017 graduation</i>
Feb. 23 - Mar. 1	ESPR grades due for undergraduate students only
Mar. 6 - 10	Spring Break (students only, no day/evening classes, university open)
Mar. 7	Last day to drop a course with a 'W' grade without dean's permission
Mar. 13	<i>Last day to schedule oral defense of thesis or dissertation with the School of Graduate Studies for May 2017 graduation</i>
Mar. 27	<i>Last day to complete oral defense of thesis or dissertation for May 2017 graduation</i>
April 3	<i>Last day to upload committee-approved thesis or dissertation and turn in the Manuscript</i>



Review form, and send in the full Turnitin report to the School of Graduate Studies for May 2017 graduation

April 25	Last day to <u>withdraw</u> from the university (by 4:30 pm EST)
April 27	Last day of classes
April 28	Study Day
April 29 - May 4	Final exams - <u>Final Exam Schedule</u>
May 1	<i>Last day to pay microfilming fees for theses and dissertations in the Office of the Comptroller</i>
May 3	<i>Deadline for Dean approval of thesis or dissertation for May 2017 graduation</i>
May 6	
May 8	<u>Commencement Ceremony</u>
	All grades due by noon
<u>Back to Top</u>	

SECTION J: Spring Semester - First 5 Weeks 2017

Nov. 14	<u>Registration</u> by appointment only begins
Jan. 17	First day of classes
Jan. 19	Last day to change to/from audit grade
Jan. 19	Last day to register or add classes without a departmental permit (Last day to register through GoldLink)
Jan. 22	Begin late add with dean's permission only (<u>late add form and directions</u>)
Jan. 23	Census
Jan. 23	Last day to drop a course without a 'W' grade
Feb. 5	Last day to drop a course with a 'W' grade without dean's permission
Feb. 15	Last day to <u>withdraw</u> from the university (by 4:30 pm EST)
Feb. 17	Last day of classes
<u>Back to Top</u>	

SECTION K: Spring Semester - Middle 5 Weeks 2017

Nov. 14	<u>Registration</u> by appointment only begins
Feb. 20	First day of classes
Feb. 22	Last day to change to/from audit grade
Feb. 22	Last day to register or add classes without a departmental permit (Last day to register through GoldLink)
Feb. 25	Begin late add with dean's permission only (<u>late add form and directions</u>)
Feb. 26	Census



Feb. 26	Last day to drop a course without a 'W' grade
Mar. 6 - 10	Spring Break (students only, no day/evening classes, university open)
Mar. 12	Last day to drop a course with a 'W' grade without dean's permission
Mar. 22	Last day to <u>withdraw</u> from the university (by 4:30 pm EST)
Mar. 24	Last day of classes

[Back to Top](#)

SECTION L: Spring Semester - Last 5 Weeks 2017

Nov. 14	<u>Registration</u> by appointment only begins
Mar. 27	First day of classes
Mar. 29	Last day to change to/from audit grade
Mar. 29	Last day to register or add classes without a departmental permit (Last day to register through GoldLink)
Apr. 1	Begin late add with dean's permission only (<u>late add form and directions</u>)
Apr. 2	Census
Apr. 2	Last day to drop a course without a 'W' grade
Apr. 16	Last day to drop a course with a 'W' grade without dean's permission
Apr. 25	Last day to <u>withdraw</u> from the university (by 4:30 pm EST)
Apr. 27	Last day of classes

[Back to Top](#)

SECTION M: Pre-Summer Session 2017

April 3	<u>Registration</u> by appointment only begins
May 15	First day of classes
May 16	Last day to register or add classes without a departmental permit (Last day to register through GoldLink)
May 17	Last day to add w/o Dean's permission
May 21	Census
May 21	Last day to drop a course without a 'W' grade
May 25	Last day to drop a course with a 'W' grade without dean's permission
May 29	Memorial Day (<i>university closed</i>)
May 31	Last day to <u>withdraw</u> from the university (by 4:30 pm EST)
June 2	Last day of classes

[Back to Top](#)

**SECTION N: Pre-Summer Plus 1 Session 2017**

April 3	<u>Registration</u> by appointment only begins
May 15	First day of classes
May 18	Last day to register or add classes without a departmental permit (Last day to register through GoldLink)
May 22	Last day to add w/o Dean's permission
May 28	Census
May 28	Last day to drop a course without a 'W' grade
June 16	Last day to drop a course with a 'W' grade without dean's permission
July 5	Last day to <u>withdraw</u> from the university (by 4:30 pm EST)
July 7	Last day of classes

[Back to Top](#)**SECTION O: Summer Full Session 2017**

Jan. 27**	<i>Preferred date to submit an application for <u>graduate admission</u> (International)</i>
Mar. 13**	<i>Preferred date to submit an application for <u>graduate admission</u> (Domestic)</i>
April 3	<u>Registration</u> by appointment only begins
May 15	First day of classes
May 21	Last day to change to/from audit grade
May 21	Last day to register or add classes without a departmental permit
May 26	Last day to add w/o Dean's permission
May 28	Census
May 28	Last day to drop a course without a 'W' grade
May 29	Memorial Day (<i>university closed</i>)
June 5	<i>Last day for graduate students to file <u>intent to graduate</u>, committee forms, and forms for candidacy and programs of study for Summer 2017 graduation</i>
June 16	Last day to drop a course with a 'W' grade without dean's permission
June 26	<i>Last day to schedule oral defense of thesis or dissertation with the School of Graduate Studies for Summer 2017 graduation</i>
July 4	Independence Day (<i>university closed</i>)
July 10	<i>Last day to complete oral defense of thesis or dissertation for Summer 2017 graduation</i>
July 17	<i>Last day to upload committee-approved thesis or dissertation, turn in the Manuscript Review form, and send in the full Turnitin report to the School of Graduate Studies for Summer 2017 graduation</i>
Aug. 7	<i>Last day to pay microfilming fees for theses and dissertations in the Office of the Comptroller</i>
Aug. 9	Last day to <u>withdraw</u> from the university (by 4:30 pm EST)



Aug. 11	<i>Deadline for Dean approval of thesis or dissertation for Summer 2017 graduation</i>
Aug. 11	Last day of classes
Back to Top	

SECTION P: Summer Session 1 2017

April 3	Registration by appointment only begins
June 5	First day of classes
June 7	Last day to register or add classes without a departmental permit (Last day to register through GoldLink)
June 9	Last day to add w/o Dean's permission
June 11	Census
June 11	Last day to drop a course without a 'W' grade
June 25	Last day to drop a course with a 'W' grade without dean's permission
July 4	Independence Day (<i>university closed</i>)
July 5	Last day to withdraw from the university (by 4:30 pm EST)
July 7	Last day of classes
Back to Top	

SECTION Q: Summer Dual Session 2017

April 3	Registration by appointment only begins
June 5	First day of classes
June 9	Last day to register or add classes without a departmental permit
June 14	Last day to add w/o Dean's permission
June 18	Census
June 18	Last day to drop a course without a 'W' grade
July 3	Last day to drop a course with a 'W' grade without dean's permission
July 4	Independence Day (<i>university closed</i>)
Aug. 9	Last day to withdraw from the university (by 4:30 pm EST)
Aug. 11	Last day of classes
Back to Top	

SECTION R: Summer Session 2 2017

April 3	Registration by appointment only begins
July 10	First day of classes



July 12	Last day to register or add classes without a departmental permit (Last day to register through GoldLink)
July 14	Last day to add w/o Dean's permission
July 16	Census
July 16	Last day to drop a course without a 'W' grade
July 30	Last day to drop a course with a 'W' grade without dean's permission
Aug. 9	Last day to <u>withdraw</u> from the university (by 4:30 pm EST)
Aug. 11	Last day of classes

[Back to Top](#)

***Individual graduate programs may have earlier application deadlines. Please see program [Admissions](#) in catalog.*



APPENDIX 3

Food Specifications

The general minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

- ◆ All meats, meat products, poultry, poultry products, and fish must be Government inspected.
- ◆ Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
- ◆ Pork shall be U.S. No. 1.
- ◆ Poultry shall be U.S. Government Grade A.
- ◆ Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
- ◆ Dairy products:
 - ◆ Cage-free Eggs – fresh U.S.D.A. or State graded "A"
 - ◆ Butter – U.S.D.A. Grade "A" (92) score
 - ◆ Cheese – U.S.D.A. Grade "A" for all graded cheese
 - ◆ Milk and Milk Products – U.S.D.A. Grade "A"
- ◆ Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
- ◆ Dry stored items and canned goods – Grade "A" fancy.
- ◆ Frozen fruits and vegetables – U.S.D.A. Grade "A".
- ◆ All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.

Service Standards

- ◆ Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).
- ◆ All food shall be garnished for attractive presentation whenever possible. Serving stations, including catering, salad bars and food display areas shall be decorated at all times with seasonal displays, flowers, etc. Food items at the main service stations shall be readily identifiable with attractive and individual labels.
- ◆ Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Bidder shall adhere to the general food service industry guide: If you are not willing to purchase or consume the product yourself, it should not be displayed. University has the final say in determining this state where disputes occur.
- ◆ All serving stations and bars are to be well stocked throughout the entire posted serving times. The last customer is to be offered the same range of choice as the first. Food will remain at the board operations stations 15 minutes after the closing of service hours to allow late students to be served.
- ◆ Food Preparation Standards:
 - ◆ The general policy shall be to do on premises preparation of food items, utilizing batch cooking as close to time of service as possible. Cook-to-order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature, taste, and overall quality can be maintained during serving hours. Minimization of pre-prepared food items is desirable.



- ◆ The Bidder's on-site management must have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar.
- ◆ Recipes standardized for quality, yield, cooking procedures, serving containers, utensils, and portion size shall be used in all production units.
- ◆ Leftover foods shall be kept to a minimum and refrigerated as necessary in shallow pans after each meal, properly covered, labeled with product name and date and used promptly. All leftovers which require refrigeration shall be stored in one location, labeled and dated.
- ◆ Leftovers cannot be frozen and shall be served as an extra selection within 24 hours. Under no circumstances should leftovers be used to replace any approved menu selection.
- ◆ Bakery items shall be made on premises including bakery items used for concessions or catering. Pre-prepared mixes and dough are permissible, but every attempt should be made to provide products that are "homemade".
- ◆ Vegetable shortening rather than animal shortening must be used for food prepared on site. The Bidder is strongly encouraged to purchase food prepared with vegetable shortening and oil. If this is not possible, then it must be clearly labeled as containing animal fat when the food is served.
- ◆ Vegetarian and vegan menu items should not be cooked in the same fat, sauce or other cooking medium (to include the use of grill top and deep fat fryers) as the non-vegetarian and vegan items.
- ◆ Different color coded tongs shall be used for foods that require indication of whether they are vegan, vegetarian, gluten free, Halal, nut free, etc.



APPENDIX 4

Financial Template

Refer to Electronic Attachment #1 — Appendix 4 Financial Template.xls



APPENDIX 5 **Anytime Dining Plans (Starting Fall 2016)**

The ability to dine together throughout the day and seven days a week can have a direct impact on students' residential experiences. This is especially true for the "freshmen experience," which is that bonding time when first-year students are discovering themselves and beginning their University years. A critical part of a fulfilling freshmen experience is living and eating together in campus residence halls and dining venues where freshmen build not only friendships with each other but also tighter bonds with the University. In addition, research has shown that retention and graduation rates (not to mention strong alumni programs) are often directly affected by this type of meaningful program.

By making campus meal plans more attractive to students, Dining Services may be able to not only increase the number of customers enrolled in the meal plan program, they may also be able to increase meal plan program retention and to capture additional revenue by creating meal plans that are designed for and appeal to commuter students, faculty and staff.

ETSU will offer the following meal plans:

Anytime Dining Plans: These plans will provide meal plan holders with unlimited access to marche-style (unlimited seconds featuring display cooking and made-to-order foods) dining in the Anytime Dining venue during all operating hours seven days a week. This plan is designed to encourage community building. The Anytime Dining meal plans will be phased in over four (4) years starting in the fall of 2016.

Beginning in the fall of 2016 meal plan participation will be mandatory for all incoming freshmen who live on campus except for freshmen living in the Bucs Ridge Complex. In the fall of 2017 meal plans will be mandatory for all freshman and sophomores living on campus except for those students living in the Bucs Ridge Complex. In the fall of 2018 meal plans will be mandatory for all freshman, sophomores and juniors living on campus except for those students living in the Bucs Ridge Complex. In the fall of 2019 meal plans will be mandatory for all students living on campus except for those students living in the Bucs Ridge Complex. Meal plan equivalencies will be eliminated however students on a meal plan will be allowed to receive a full meal during each meal period at the Tree House.

The mandatory meal plan for students living in traditional residence halls will be:

Anytime 7 Day Silver Meal Plan – This includes unlimited access to marche-style (unlimited seconds featuring display cooking and made-to-order foods) dining in the Anytime Dining venue during all operating hours seven days a week. This meal plan include four (4) guest meal passes, and \$100 dining dollars which can be used in retail locations. Students will have the ability to buy additional dining dollars through the semester if they wish to do so.

Students living in traditional residence halls can voluntary buy the enhanced meal plans:

Anytime 7 Day Gold Meal Plan – This includes unlimited access to marche-style (unlimited seconds featuring display cooking and made-to-order foods) dining in the Anytime Dining venue during all operating hours seven days a week. This meal plan include eight (8) guest meal passes, and \$200 dining dollars which can be used in retail locations. Students will have the ability to buy additional dining dollars through the semester if they wish to do so.

Anytime 7 Day Platinum Meal Plan – This includes unlimited access to marche-style (unlimited seconds featuring display cooking and made-to-order foods) dining in the Anytime Dining venue during all operating hours seven days a week. This meal plan include ten(10) guest meal passes, and \$400 dining dollars which can be used in retail locations. Students will have the ability to buy additional dining dollars through the semester if they wish to do so.

Students living in on-campus apartments with full kitchens, commuter students, faculty and staff can voluntarily purchase any of the above meal plans, or they can purchase the following voluntary meal plan:



Anytime 5 Day Meal Plan – This includes unlimited access to marche-style (unlimited seconds featuring display cooking and made-to-order foods) dining in the Anytime Dining venue during all operating hours five days a week. This meal plan include eight (4) guest meal passes, and \$100 dining dollars which can be used in retail locations. Students will have the ability to buy additional dining dollars through the semester if they wish to do so.

Meal Plan Policies:

- ◆ Residential students may add additional Dining Dollars to their meal plans.
- ◆ The Contractor will be required to promote the meal plans online and make sure that the Anytime Dining plans are clearly available for anyone to purchase (e.g. commuter students, faculty, staff, etc.), with the goal of selling a larger number of voluntary plans.
- ◆ The Contractor must develop and implement a website that permits the purchase, and payment for, Anytime Dining meal plans permitting students and parents to buy up or down, as permitted by University policies. The website has to be linked as directed by East Tennessee State University to their Housing Department web portal.
- ◆ The Contractor will be required to feature and promote the Gold Anytime Plan for voluntarily buy up to gold or platinum plans.
- ◆ Faculty and Staff are entitled will be able to use their ID Bucs as a form of payment at the dining facility and shall receive a 15% discount from the door rate.
- ◆ Block Meal plans can be sold to faculty and staff only.



APPENDIX 6

General Background Data

CURRENT SEATING CAPACITIES

Market Place Dining Hall

Main Dining Room: 228 seats
Private Dining Room: 77 seats
Outside Patio: 91 seats

Parking Garage – Subway/C-Store

Subway Lounge: 24 seats
Student Lounge: 46 seats
Outside Patio: 48 seats

Einstein Bros. Bagels Library

20 seats inside

Buc-Stop Centennial

Inside lounge: 14 seats
Outside Patio: 48 seats

Freshens in the CPA

Inside lounge: 12 seats

Tree House

Outside Patio: 18 seats

Residential Populations

<u>CURRENT ON-CAMPUS RESIDENTIAL POPULATION</u>							
BUILDING	FRESHMAN	SOPHOMORE	JUNIORS	SENIORS	GRADUATE	UNKNOWN	TOTAL
Carter	71	33	20	9	3	1	137
Clement	257	53	31	17	1	10	369
Dossett	55	6	5	1	0	0	67
Governors	425	53	20	4	0	0	502
Powell	55	10	9	3	0	0	77
Stone	54	9	10	2	0	3	78
West	48	6	16	7	1	1	79
Davis	149	48	20	13	1	2	233
Centennial	234	90	53	19	1	4	401
Luntsford	128	20	22	6	1	0	177
Buc Ridge	269	163	100	77	40	10	659
TOTAL	1745	491	306	158	48	31	2779

**Projected Mandatory Meal Plan Sales**

Projected Mandatory Meal Plan Sales	
Year	Anytime 7 Day Silver
Fall 2016	1476
Fall 2017	1804
Fall 2018	2010
Fall 2019	2120
Fall 2020	2120
Fall 2021	2120
Fall 2022	2120
Fall 2023	2120
Fall 2024	2120
Fall 2025	2120

Historic Catering Sales

Historic Catering Sales			
Category	2015	2014	2013
Avg. Sale/Order	\$348.26	\$289.53	\$304.29
Avg. Sale/Guest	\$4.87	\$4.69	\$5.14
Avg. Sale/Day	\$1,763.23	\$1,731.60	\$1,899.96
Avg. Guest/Order	71	61	59
Avg. Guest/Day	362	369	369
Avg. Order/Day	5	5	6
Total Guests	132,234	134,870	134,832
Total Orders	1,848	2,183	2,279
Total Sales	\$643,581	\$632,035	\$693,485



Campus Demographics

HEADCOUNT, FULL-TIME EQUIVALENCY (FTE), AND CREDITS By Academic Year

Excludes College of Medicine and College of Pharmacy

<u>Enrollment Category</u>	<u>Semester</u>	Academic Year				
		2014- 2015	2013- 2014	2012-13	2011-12	2010-11
Headcount						
	Fall	13,822	14,080	14,536	14,662	14,382
	Spring		13,003	13,444	13,598	13,342
	Summer		4,470	4,810	4,776	4,842
Full-Time Equivalen						
	Fall	11,603	11,718	12,135	12,419	12,198
	Spring		10,663	11,216	11,417	11,210
	Summer		1,953	2,180	2,196	2,197
Credits						
	Fall	169,358	171,011	177,420	181,935	178,440
	Spring		155,422	163,825	167,086	164,000
	Summer		27,361	30,598	30,996	31,167



APPENDIX 7

Hours of Operation

Table 1: Academic Year Dining Services Meal Hours

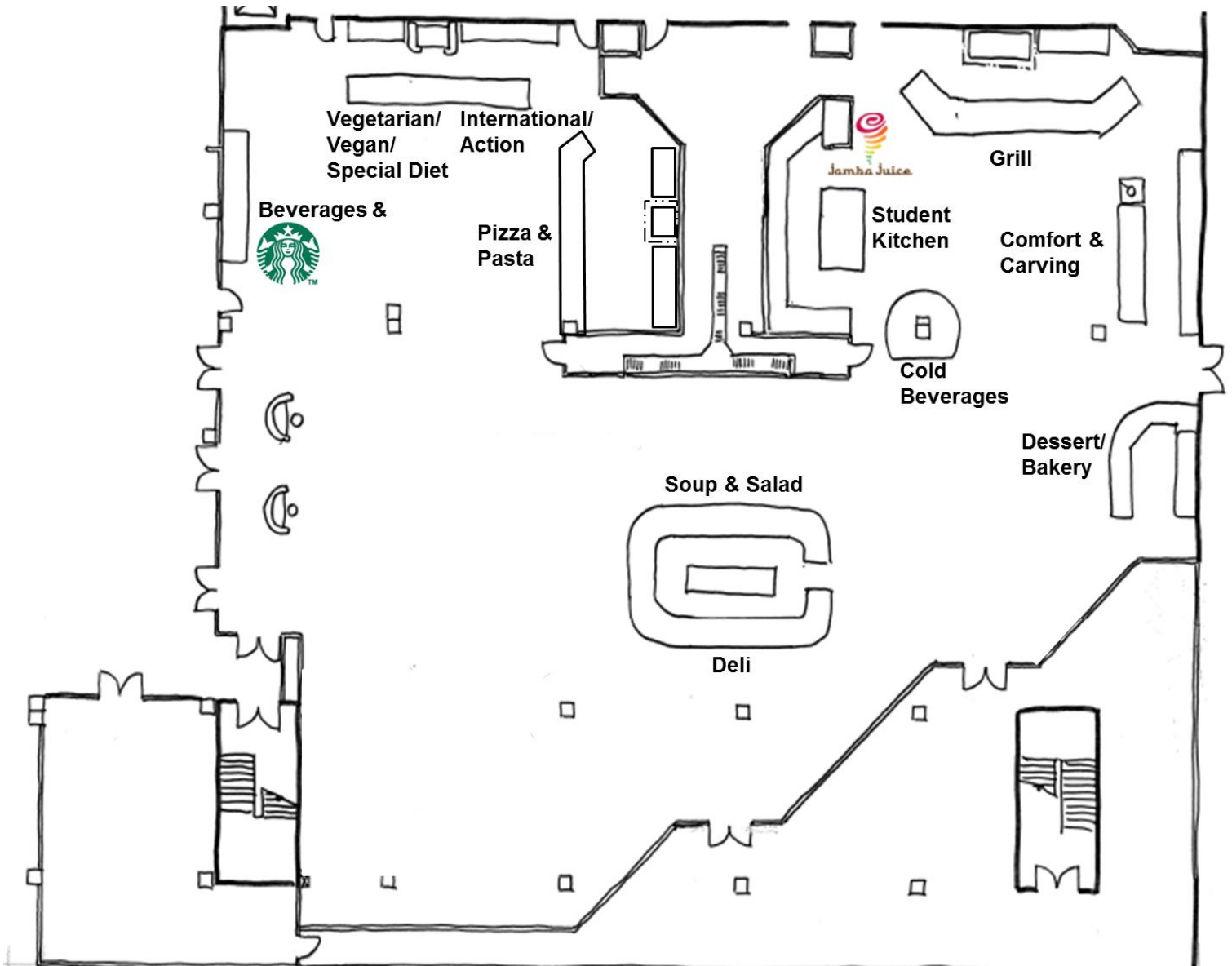
Facility	Monday - Thursday	Friday	Saturday	Sunday
The Market Place	7 a.m. - Midnight	7 a.m. - Midnight	7 a.m. - Midnight	7 a.m. - Midnight
Atrium Food Court	Taco Bell 11:00 a.m. – 10:00 p.m. Quiznos 11:00 a.m. – 6:00 p.m. Chick-fil-A 8 a.m. – 8 p.m. Field of Greens 11:00 a.m. – 6:00 p.m. Buc-Mart 8 a.m. – 10 p.m.	Taco Bell 11:00 a.m. – 10:00 p.m. Quiznos 11:00 a.m. – 6:00 p.m. Chick-fil-A 8 a.m. – 8 p.m. Field of Greens 11:00 a.m. – 6:00 p.m. Buc-Mart 8 a.m. – 10 p.m.	Taco Bell Closed Quiznos Closed Chick-fil-A Closed Field of Greens Closed Buc-Mart 10 a.m. – 7 p.m.	Taco Bell Closed Quiznos Closed Chick-fil-A Closed Field of Greens Closed Buc-Mart 10 a.m. – 7 p.m.
The Cave Starbucks	7 a.m. – Midnight	7 a.m. – Midnight	10 a.m. – 7 p.m.	10 a.m. – 7 p.m.
Sherrod Library Einstein Bros.	7:30 a.m. – 10 p.m.	7:30 a.m. – 10 p.m.	10 a.m. – 5 p.m.	2 p.m. – 8 p.m.
Buc-Stop C-Store	8 a.m. – 10 p.m.	8 a.m. – 10 p.m.	10 a.m. – 8 p.m.	10 a.m. – 8 p.m.
The Treehouse	8 a.m. – 6 p.m.	8 a.m. – 6 p.m.	Closed	Closed
Subway	8 a.m. – 8 p.m.	8 a.m. – 8 p.m.	Closed	Closed
Garage C-Store	8 a.m. – 8 p.m.	8 a.m. – 8 p.m.	10 a.m. – 4 p.m.	10 a.m. – 4 p.m.
Freshens at the CPA	10 a.m. – 2 p.m.; 4 p.m. – 8 p.m.	10 a.m. – 2 p.m.; 4 p.m. – 8 p.m.	Closed	Closed

Table 2: Breaks & Summer Schedule

Facility	Monday - Thursday	Friday	Saturday	Sunday
The Market Place	8 a.m. – 7 p.m.	8 a.m. – 7 p.m.	Closed	Closed
The Cave Starbucks	8 a.m. – 4 p.m.	8 a.m. – 4 p.m.	Closed	Closed

During Breaks when students are living on campus the Bidder must maintain the hours of operations as identified above, while still meeting the schedules and commitments made to any specific camp and conference operation to be served in the market place.

During periods when there is no residential population on campus, the Bidder must maintain the hours as identified above at The Cave Starbucks.

APPENDIX 8**Proposed Seating/Layout Modifications****The Market Place**

The Tree House