



TEXAS SOUTHERN UNIVERSITY

REQUEST FOR PROPOSALS

DINING & CATERING SERVICES

RFP # 717-25-703

DEADLINE FOR SUBMITTAL:

1:00 p.m., Central Standard Time, Tuesday, March 25, 2025

(Proposals received after the date and time specified will not be accepted)

Texas Southern University
PROCUREMENT SERVICES
Attn: Sceffers Ward
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 – 4598

GENERAL INFORMATION

SECTION I

1.1 SCOPE. Texas Southern University (TSU) is seeking proposals from full-service Contractors experienced in Campus Food Service Management, including Board Dining, Retail Dining, Catering Services and Concessions in accordance with the specifications contained in this Request for Proposal (“RFP”). The successful contractor will have a proven record of delivering superior, innovative, and cost-effective dining services in the higher education market and will demonstrate the ability to optimize all aspects of campus food services. The campus dining programs must:

- Positively contribute to student success, enrollment, and retention.
- Enhance the quality of life for students, faculty, staff, alumni, and visitors.
- Contribute to the prestige of the institution.
- Provide favorable financial terms for the University.
- Ensure adequate funding to meet the investment needs of the University Dining program.

This RFP process intends to identify the vendor who has the most creative, financially viable partnering proposal to help the campus grow into its stated dining vision. A single vendor may propose multiple scenarios, but each scenario must meet the minimum requirements stated herein and be accompanied by the financial terms and conditions required to enable it to succeed.

The University anticipates the possibility that contractors may choose to propose capital investment for facility and program development. While capital investment will be an attractive proposal feature, it is not a requirement for this proposal. The University wishes also to challenge contractors to create and include any alternative financial incentives, such as scholarship funding, that would not be included in a rate recapture but might be proposed as enhancements to your program.

The University aims to enhance the dining experience for its diverse student body, faculty, staff, and visitors by offering high-quality, diverse dining options catering to various dietary needs and preferences. The selected Contractor will play a crucial role in upholding these values by delivering exceptional culinary experiences that reflect the university's commitment to excellence and diversity. It is essential that all dining services be managed with awareness of TSU's mission and sensitivity to the needs of its community, supporting and enhancing academic and student life programs.

The University intends to select the proposal that is most favorable in all respects, including overall cost, scope, proven service capability, and demonstrated commitment to a quality food service operation. Therefore, Texas Southern University invites all food service Contract Management Companies, referred to as Contractors, to submit responses to its Request for Proposal (RFP) for the operation of Food Service in accordance with the RFP terms and conditions

1.2 No Guarantee of Volume. The University does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting contract. As of Fall 2024, a total of 1,966 students reside in on-campus housing are required to purchase meal plans.

1.3 CONTRACT TERM. The baseline term of services requested shall be ten (10) years; however, alternative offerings will be considered. The term shall begin on or before August 1, 2025.

- 1.4 DEFINITIONS.** The following is a list of generic definitions to be used only if the terms appear in the RFP:
- (a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed;
 - (b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses;
 - (c) Best and Final Proposal (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposal
 - (d) Contract – The contract awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits;
 - (e) Contractor – Respondent whose Proposal results in a contract with TSU
 - (f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available on-line at <http://esbd.state.tx.us/>
 - (g) Gov’t Code – Texas Government Code.
 - (h) Proposal – The response submitted by a vendor to TSU as a result of this solicitation.
 - (i) Respondent – Any person, firm or vendor who submits a Proposal in response to this solicitation.
 - (j) RFP – Request for Proposals, which is the type of solicitation embodied in this document.
 - (k) TAC – Texas Administrative Code, which is the publication for administrative rules.
 - (l) University – Texas Southern University
- 1.5 HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“HUB”) in all contracts. Accordingly, Texas Southern University has adopted Section 5.2 Policy on Utilization of Historically Underutilized Businesses. **This policy applies to all contracts with an expected value of \$100,000 or more.** If Texas Southern University determines those subcontracting opportunities are probable, then a HUB subcontracting plan is a required element of the Proposal. Failure to submit a required HUB Subcontracting plan will result in rejection of the Proposal.
- 1.4.1 Statement of Probability: Owner has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, an HSP is required as a part of an offeror's Proposal.
 - 1.4.2 **Offeror’s HUB Subcontracting Plans must be attached separately in a sealed envelope clearly labeled “HUB Subcontracting Plan” and must have the name of the project and the bid number clearly marked on the outside of the sealed envelope.**

- 1.4.3 The HUB Subcontracting goal for the RFP is **26%** for **Other Services**. Offerors are expected to make a good faith effort to meet this goal. The HSP may be prepared by the Offeror with all of the sub-consultants.
- 1.4.3 Refer to the Owner's Policy on the Utilization of Historically Underutilized Businesses ("HUB Policy"), for a detailed list of attachments required with the Proposal.
- 1.4.5 The "Statement of Probability" determines the probability for subcontracting opportunities. This determination will clarify which statements, detailed in Figure 1, will be required to be completed and returned.
- 1.4.6 For information regarding Texas Southern University's HUB Program and HUB Subcontracting opportunities, please contact Mr. Sceffers Ward, HUB Coordinator, sceffers.ward@tsu.edu.
- 1.4.7 Refer to Policy on Utilization of Historically Underutilized Business for a detailed list of attachments required with the HSP available at:
<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

***** A State of Texas HUB plan is required for this solicitation, without exception.**

1.6 CONFLICTS OF INTEREST:

Actual and Perceived Conflicts

By submitting a Proposal, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the TSU. The Respondent also represents and warrants that entering a Contract with the TSU will not create the appearance of impropriety. In its Proposal, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with the TSU. The requirement to disclose any actual or potential conflict of interest shall begin at initial request for bids and continue during the term of the contract, and shall survive until the end of the recordkeeping requirement in Section 1.7. TSU will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal disqualification or Contract termination.

Current and Former TSU Employees

In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of the TSU or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree by affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of the TSU.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (e.g., Texas Government Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

1.7 RECORDS RETENTION

The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performance called for in the Contract. The Respondent shall retain all such records for a period of seven (7) years after the expiration of the Contract, or until TSU and/or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to TSU, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

1.8 INSURANCE AND OTHER SECURITY

Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide Texas Southern University with current certificates of insurance or other proof acceptable to Texas Southern University of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate.

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to Texas Southern University. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide Texas Southern University with an executed copy of the policies immediately upon request.

1.9 COMMODITY CODE

The NIGP / State of Texas commodity code for this solicitation 952-84.

1.10 BACKGROUND

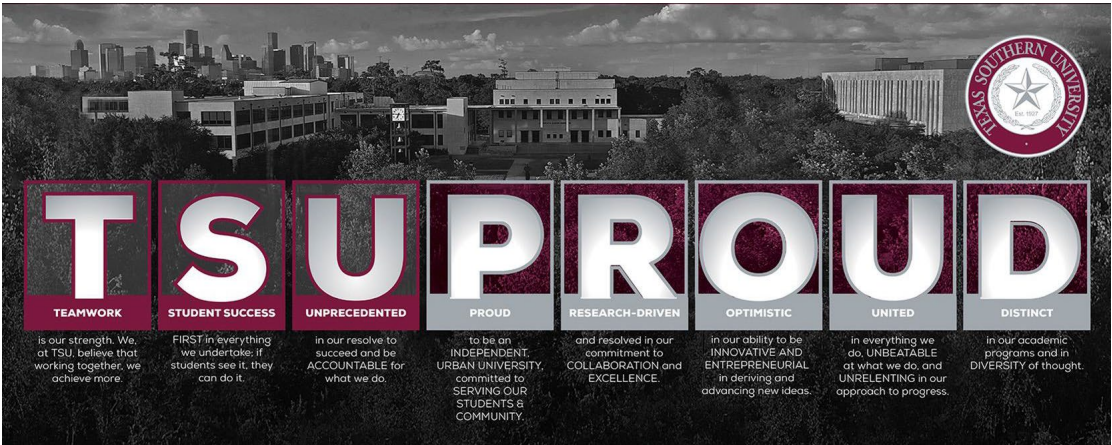
Texas Southern University ("TSU") is an elite, Carnegie R2 Institution and proud to be the premiere producer of diversity for building a talent strong Texas. TSU is one of the largest Historically Black College/University ("HBCU") in the nation and destined to become the first HBCU with the coveted Carnegie R1 status.

Since its founding in 1927, TSU has evolved from its origins as a small junior college into an elite, nationally competitive research institution. Texas Southern is proud to be one of 11 HBCU's designated as a Doctoral University of High Research Activity (R2) by The Carnegie Classification of Institutions of Higher Education. Recognized for not only its research, TSU has demonstrated a commitment in every facet of university life from academics to athletics. Texas Southern University currently offers more than 120 undergraduate and graduate programs and concentrations at the baccalaureate, graduate-master, graduate-doctoral, and professional level. These programs are organized into 11 colleges and the campus is situated on more than 150-acres of land in the heart of Houston's historic Third Ward community.

As the institution celebrates 95 years of providing learners with social and upward mobility through education, the administration has paid tribute to its rich past, while celebrating its present state, and envisioning its future.

Currently, Texas Southern University enrollment is approximately 8,000 students. The institution is currently finalizing a new strategic plan for the campus community. Preliminary strategies and goals contemplate the institution moving to 10,000 students by 2025 and 15,000 students in fall 2030.

Texas Southern University is committed to transforming lives and achieving unprecedented success at an accelerated pace. The Board of Regents, President, Administration, Faculty, and Staff live the mission of TSU everyday through their respective commitment to the students. Texas Southern University is PROUD to be the first public institution in Houston.



End of Section I

SECTION II

STATEMENT OF WORK

- 2.1 Service Requirements.** Services shall include, but are not limited to, the requirements contained in his RFP. Services set forth that contain the words “must” or “shall” are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words “may” or “can” allow Respondents to offer alternatives to the manner in which the services are provided. The requested services and corresponding deliverables are as follows:
- 2.2 Dining Services Priorities.** The Campus Dining Services vision at the University is to provide quality, price-sensitive food service that meets the needs of its students, faculty, staff, and visitors. Toward that end, campus dining will:
- a) Provide innovative offerings for students, faculty, staff, and campus guests
 - b) Provide friendly, responsive, efficient, customer-oriented service to all patrons while recognizing the student as the primary customer.
 - c) Support the dining needs of residential and commuter students in an appealing and well-maintained environment.
 - d) Foster nutrition education and healthful dining habits.
 - e) Provide a flexible catering program that meets the campus's need for upscale as well as casual events.
 - f) Encourage interaction with students to stay critically aware of changing student needs.
 - g) Promote sustainable products and programs.
 - h) Identify and develop additional dining venues and concepts.
 - i) Establish an effective, high-quality marketing and promotional strategy that assists in ensuring a successful and net positive revenue food service operation.

TSU seeks a comprehensive and integrated dining services program that will increase customer satisfaction by providing quality products that recognize the price/value relationship and the time constraints of an academic environment and competitiveness within the Houston community. It is difficult, if not impossible, to anticipate all events and activities which materially affect the ability to achieve the Campus Dining Services Vision; therefore, contractors are urged to anticipate the inevitability of change and provide specific recommendations for capitalizing on newly discovered opportunities.

It is anticipated that the Dining Hall will be in operation seven days a week when classes are in session. In addition, consideration must be given to summer session students with a service designed to meet the actual demand.

All locations including the Dining Hall, Tiger Lair, Chick Fil-A, Bengal Burger, Einstein Bros., Law School Café, That Stuff and Starbucks may require updating or repairs of kitchen equipment. It is also expected that the Contractor will include capital contribution(s) as needed throughout the contract period as part of their bid. The Contractor will need to fund an unamortized investment amount of \$192,966.14. This contract will begin on August 1, 2025.

The University will open a new Health and Wellness Building in May 2027. The building will include a space that provides food services to the campus and community. The kitchen space will be approximately 350sf and the dining area will be approximately 700 sf. with approximately 30-40 seats. The space shall be a moveable buffet line with the capacity to serve 150 meals per day. Hours of operation shall be 8am-5pm. The Contractor shall provide design and proposal options for this space. Any design and or proposal options rendered by the Contractor and accepted by TSU will be fully funded by the Contractor.

TSU dining services fall under the direction of the Vice President of Student Services and to the Vice President of Administration and Finance. The food service Contract Administrator is the Vice President of Student Services. All communications, reports, and management issues should be directed to and handled by the Contract Administrator. It shall be the responsibility of the Contract Administrator, on behalf of TSU, to enforce the provisions of the food service contract. The Contract Administrator will attempt to resolve all matters with the Director of Food Service without involving other parties. The Contract Administrator plays an active role in the decision-making process regarding menus, pricing, meal hours, equipment procurement, and many other food service matters. The Contract Administrator shall assist and orient the Contractor's staff in adapting to the University's business procedures.

2.3 Exclusions. This RFP specifically excludes vending sales. Vending machine sales are not intended and are not covered by this RFP or any agreement or contract resulting from this RFP. Separate agreements cover the University's vending machine sales. The Bookstore, located in the Ernest Sterling Student Center is excluded as the University's bookstore partner operates this venue. Food trucks are excluded as well.

2.4 Exclusive Pouring Rights. The University has entered into an exclusive contract with a vendor related to the dispensing, sale, advertising, and promotion of soft drinks at the University. The vendor contract provides beverage vending and pouring rights for campus events. The Contractor will be required to work with the contracted beverage vending vendor, currently Coca-Cola Enterprises, Inc.

2.5 Resident Student and Housing Operations. All freshman and first-time transfer students are required to purchase 14 or 19 meal plans. As of Fall 2024, a total of 1,966 students reside in on-campus housing and all require meal plans. On-campus housing consist of the following: University Towers accommodates 798 beds without kitchens; Tierwester Oaks: 408 beds, with kitchens; University Courtyard: 306 beds, with kitchens; Transformation Village: 360 beds, with kitchens; Lanier Hall: 94 beds, no kitchens.

University Towers will go offline in the Fall of 2025 for repairs. The expected reopening is the Spring of 2026 at the earliest or fall of 2026 at the latest. Due to the closing, 798 students from University Towers will reside in off-campus housing; however, effected students will be given an option to purchase a meal plan during the time of their relocation. The successful contractor shall offer discounted pricing for students who choose to purchase a meal throughout the offline period. No temporary dining services will be required.

Due to the closing of University Towers, a reduction of mandatory meal plans is anticipated for one year. To properly account for this reduction in your financial proposal, please make sure to delineate the change in potential daily rates/commissions during the time the mandatory plans are reduced. Please see Section V for details.

University Towers is equipped with a kitchen and dining hall and will be operational at the reopening.

The University anticipates constructing new residential housing facilities to accommodate student growth. Approximately 1,500 beds will become available by 2032. No additional details are available at this time.

Current Meal Plan. Below are the meal plans for Spring 2024.

			Fall 2023			Spring 2024		
Meal Plans	Price/Semester	Dining Dollars	# of Mandatory Subscribers	# of Voluntary Subscribers	Total # of Subscribers	# of Mandatory Subscribers	# of Voluntary Subscribers	Total # of Subscribers
19 PLAN	\$2,202.5	\$100.00	153		153	115		115
14 PLAN	\$1,703.5	\$400.00	1340		1340	1299		1299
9 PLAN	\$1,667.5	\$800.00		161	161		145	145
7 PLAN	\$1,670.5	\$1,000.00		92	92		75	75
5 PLAN	\$1,658.5	\$1,200.00		232	232		199	199
Fall Total:					1978	Spring Total		1833
Operating Days					118	Operating Days		118

Meal Plan dollars can be spent in any of the campus dining operations. Meal Plan dollars must be used during the academic year (fall and spring term).

The University currently manages and maintains a University Card system (the "Tiger1 Card"). The Tiger1 Card serves as the official identification card of the University community. The Tiger1 Card also serves as a stored-value debit system and can be utilized to purchase a wide variety of commodities and services both on and off the University's campus. The University utilizes the Transact Campus transaction system as the primary technology utilized in managing meal plans and Tiger1 Card transactions. The Transact Campus system seamlessly integrates with the Transact Campus Back Office Point of Sale cashing system currently used by the University. These transactions include IP credit card processing at all locations.

2.6 Dining Hall and Retail Dining Facilities. The Dining Hall is the primary dining operation.

Name	Location	SF	Offerings	Offering Description	Weekday Hours of Operation	Saturday Hours of Operation	Sunday Hours of Operation	Summer Sessions
Dining Hall	Sterling Center 1st Floor	14,868	Bkf, Lun, Din.,	Buffet Meal	7am-8pm	10:30am-1:30pm & 5pm-7-pm	10:30am-1:30pm & 5pm-7-pm	Yes
Tiger Liar	Sterling Center 4 TH Floor	1,693	Lunch Only	Buffet Meal	11am-2pm	No	No	No
Chick Fil-A	Sterling 1 ST Floor	959	Bkf, Lun, Din.	Chicken Sandwich, etc.	7am-7pm	11am-5pm	No	Yes
Bengal Burger	Sterling 2nd Floor	621	Lunch and Dinner	Wings and Burgers	11am-8pm	5pm-10pm	5pm-10pm	No
Einstein Bros.	Science Building 1 ST Floor	947	Breakfast and Lunch	Coffee and Pastries	7:30am-4pm	No	No	No
Law School Café	Thurgood Marshall Building, Basement	4,493	Lunch Only	Hot Meal, Grab and Go	11am-4pm	No	No	No
That Stuff	Recreation Center,	279	Lunch and Dinner	Smoothies	11am-7pm	No	No	No

Starbucks	Library Learning Center	1,482	Bkf, Lun, Din.	Coffee, Pastries, sandwich etc.	Mon-Thu 7:30am-8:00pm Fri 5:00pm	No	No	No
-----------	-------------------------	-------	----------------	---------------------------------	-------------------------------------	----	----	----

The Dining Hall is located in the Ernest Sterling Student Center Building and encompasses the catering kitchen and 520 seats. The Sterling Student Center is also where event space is held.(See General Catering Items)

- 2.7 Contingency Fund for Equipment Maintenance & Repairs.** The University desires that the Contractor pay the University an annual contingency fee for maintenance, repair, and replacement, including preventative maintenance, of equipment directly related to the Services (collectively, the "**Contingency Fund**"). The University desires that the Contractor's Contingency Fund represent a substantial portion of annual maintenance and repair costs. If the cost of such equipment maintenance, repair, or replacement exceeds the amount of the Contingency Fund during any contract year, the University anticipates that the University and Contractor will evenly split the cost for such additional repairs ("Shared Maintenance Cost"). The University would maintain records of all expenses associated with the Contingency Fund and Shared Maintenance Costs. The Shared Maintenance Costs will only be incurred with the prior written approval of the University.

The Contractor's payment of the Contingency Fund would not apply to, and would not limit, Contractor's repair and replacement responsibilities related to University Owned Equipment damaged or lost by Contractor. Further, the Contractor's payment of the Contingency Fund would not limit the Contractor's responsibility to utilize all reasonable efforts to minimize the costs associated with repairing or replacing equipment. The Contractor shall split the utility cost for each dining service space with the University.

- 2.8 Meal Plans.** Currently, meal plans are mandatory for residents living in: University Towers, Tierwester Oaks, University Courtyard, Transformation Village, and Lanier Hall. The price charges for each menu item provided under the Meal Plan shall be competitive pricing with similar size, geographical area and residential population institutions.

The Contractor should submit the suggested meal plans and pricing for two academic years. In addition, the Contractor should include a complete four-week cycle menu in its proposal. For comparative purposes, the suggested meal plan pricing shall include a proposed annual increase of 3.5%.

Currently, the University offers a mobile ordering and takeout program. Continuation of these services and with the addition of delivery service and/or self-service is value-added. The University desires a creative to-go program that would complement mandatory meal plans. The Contractor should describe in detail the takeout program being proposed, including the menu, if different from the meal menu, days, and hours of operation.

The Contractor may offer non-mandatory meal plans or dining card options to meet the needs of all other students and faculty/staff that will provide a discount for members that purchase such plans.

- 2.9 Meal Plans in Emergency or Displacement Situations.** The University desires that the Contractor provide food to residential meal plan holders at no additional cost, should they have to be housed off-campus by the University due to a disaster or displacement for unforeseen reasons. The Contractor should describe in detail its method to provide meals in emergency or displacement situations, including a list of foods proposed.

- 2.10 Adjustments to Menu Pricing Meal Plans.** Meal plan menu rates may be subject to adjustment on August 1 of each contract year, provided that the Contractor submits written notice of its intent to increase meal plan menu rates to the University not later than November of the current contract year. Any adjustment to the price of any meal plan option menu rates is subject to the prior written approval of the University. Such approval will not be unreasonably withheld. All requests for adjustments will be supported by documentation, including but not limited to raw cost data for the specified meal plan option menu item(s) reflecting the change in costs for such

option. Annual adjustments shall be based on the Consumer Price Index-Food Away from Home (CPI) and negotiated mutually for the prior (12) month period.

2.11 Dining Services Revenue. Annual Billing Days 236

Revenue Source	2021-2022	2022-2023	2023-2024
Mandatory Meal Plan Program	3,986,242.65	4,352,468	4,964,621
Meal Plan Voluntary	201,893.	247,452.	210,015.
Retail Sales	1,118,987.	1,372,892.	1,417,471.
Catering	809,224.80.	1,116,983.	1,019,019.
Concessions	38,963.	10,000.	8,000.

Meal Plan Voluntary (Tiger Bucks & Cash/Credit Sales) *

- 2.12 Catering.** The University is looking for proposals that offer high-quality and innovative catering services that cover the spectrum from low-budget events to high-budget events, from small gatherings to large gatherings. The Contractor needs to provide competitive pricing that aligns with the university setting and the Houston community. The University relies on the Contractor's expertise and experience with catering at similarly sized institutions to propose a catering program appropriate for the University.

Current catering locations include all campus events. The Contractor shall provide catering services on an as-needed basis. The catering program will serve a wide range of clientele, requiring different menus and dietary needs. Clientele includes the student community, clubs, athletic organizations, staff and faculty, University Advancement, the Alumni Association, University President's Office, summer conferences, and athletic groups.

Currently, the Contractor does not have exclusive rights to all catering on campus.

- 2.13 Alcoholic Beverage Service.** The Contractor will hold an alcohol license for a catering event permit for alcohol service at all campus locations (indoors and outdoors). The Contractor will be required to obtain and maintain the necessary licenses and permits related to selling and servicing alcoholic beverages by their staff. The University is committed to safe and responsible behavior related to alcoholic beverage service.

- 2.14 Special Subsidizes Events.** Currently, the Contractor provides two annual catering funds. One is used at the discretion of the President. The second fund is used to assist the University's Athletic Program. The Contract Administrator will be responsible for resource allocation.

- 2.15 General Catering Items.** The Contractor will be required to honor future catering events of menus prices and other arrangements made by the University for catering service prior to the start of this contract.

The Contractor must accept meal plan dollars at specific catering events, especially outdoors.

The Contractor should have the capability to provide a web-based catering system. This software should include quick order entry for clientele as well as managing the catering business points such as proposals, invoicing, and satisfaction surveys.

Exceptions to the catering exclusivity clause is managed by the Contract Administrator. Most exemptions are because the Contractor cannot meet the food service needs- due to the event's timing or a specific food item is not accessible to the Contractor. Pricing is never the sole criteria for approving an exemption request. University departments and recognized student organizations do not have to submit a food exemption request when offering a pre-defined snack for the following reasons: as a giveaway, a fundraiser, or a snack to encourage participation in exclusive meetings

- 2.16 Catering Venues.** Below are conference room locations used for catering venues and their square footage capacity. All campus buildings are available for catering events. The Sterling Student Center houses 1 ballroom (3,289 sf) and the President’s Lounge (2,219) utilized for most catering events.

Hannah Hall

Room #	Floor	SF		Room #	Floor	SF		Room #	Floor	SF
106	1	248		129	1	701		211N	2	364
111	1	679		136A	1	190		220A	2	699
112D	1	158		143F	1	103		220J	2	218
116F	1	323		201J	2	241		228D	2	246

Hannah Hall

Hannah Hall

Gray Hall

Room #	Floor	SF		Room #	Floor	SF		Room #	Floor	SF
305A	3	384		338	3	294		200A	2	500
315F	3	179						240E	2	575
320A	3	254						241A	2	187
333G	3	252						259	2	261

College of Education

College of Education

Thurgood Marshall Law

Room #	Floor	SF		Room #	Floor	SF		Room #	Floor	SF
203	2	630		316A	3	482		B34	0	352
218	2	304		328	3	498		100B	1	260
244	2	232		B01C	0	208		133	1	123
316	3	642		B12A	0	263		227	2	578

School of Public Affairs

School of Business

E.O. Bell Hall

Room #	Floor	SF		Room #	Floor	SF		Room #	Floor	SF
105F	1	304		307	3	438		123	1	268
315K	3	493		310	3	681		137A	1	200
415K	4	482						B22	0	388

Earl Carl Institute

MLK Building

Fairchild Hall

Room #	Floor	SF		Room #	Floor	SF		Room #	Floor	SF
112	1	509		111	1	673		145	1	480
123	1	292		226	2	392				
126	1	451								

University Health Center

KTSU Radio

Lane Economic Center

Room #	Floor	SF		Room #	Floor	SF		Room #	Floor	SF
137	1	460		139	1	270		118	1	400

- 2.17 Concession Events:** The following are the anticipated list of concessions events, by sport or event, plus an estimated attendance for each event during the 2024-2025 season

- a) Women’s Soccer – Alexander Durley Stadium, August thru November, 150 estimate average attendance/game,
- b) Women’s Volleyball – Health & Physical Education Bldg., August thru November, 300 estimated average attendance/game,
- c) Football – Alexander Durley Stadium, Homecoming game only) 7,000 estimated attendance,

- d) Women's Basketball - Health & Physical Education Bldg, 12 games, 500 – 2,000 estimate average attendance/game
- e) Men Basketball - Health & Physical Education Bldg., 12 games, 1,000 – 7,000 estimate average attendance/game
- f) TSU Relays - Alexander Durley Stadium, August 14th-15th, 3,000 – 5,000 attendance both days.

2.18 Subcontractors: Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

2.19 Performance Tracking: TSU will monitor the performance of the Contract issued under this RFP. All services under the contract shall be performed at an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice.

The University desires that the Contractor forward a monthly Operating Statement depicting monthly and year to date sales and expense associated with the food service operations. A summary of sales and expenses by brand/location should also be provided monthly. All reports should be submitted electronically to the Contract Administrator or designee within 15 days of the close of each month.

Contractor should describe the types of reports or other written document that Contract will provide the University and the frequency of such reporting. Contractor should provide samples of each proposed report form with its response to the RFP.

The University desires that the Contractor forward a "Monthly Client Report" to the University within 15 days of close of each month. This report should include clearly delineated financial information, any changes in origination structure and personnel as well as other general information such as complaints, accolades, special achievements, special projects, etc. Contractor should submit a sample form of such report with its response.

Contractors should acknowledge where it agrees to the foregoing and/or whether Contractor can offer an alternative method. If the Contractor is offering an alternative method, Contractor should describe and substantiate such alternative.

End of Section II

SECTION III

CONTRACTOR RESPONSIBILITIES

- 3.1 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.
- 3.1.1 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, service elevator, 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.
- 3.2 Equipment and Smallwares:** The University agrees to make available to the contractor existing furniture, fixtures, and equipment associated with the Dining Services Program facilities. Ownership of furniture, fixtures, and equipment shall remain with the University. The Contractor will be required to keep all furniture, fixtures and equipment in good repair and condition and protect against misuse, loss, pilferage or destruction.
- 3.2.1 Prior to the start of the Agreement, the University and the Contractor will jointly inspect and count the inventory of equipment and serve-ware. Replacement of the loss and breakage to the initial inventory of china, glassware, silverware, trays, and all other movable kitchens, serving and cleaning equipment originally finished by the University is the responsibility of the Contractor. Once a year, the Contractor shall take a total inventory with the participation of the University. The Contractor shall certify that inventory is correct and shall include a shortage listing. The Contractor shall promptly initiate purchase action for shortages unless instructed otherwise by the University with copies documenting such action to the University.
- 3.2.2 The Contractor shall be responsible for the costs of operating dining services facilities including, but not limited to, the items set forth below:
- a) All laundry service costs associated with University dining services.
 - b) Maintenance of all heavy kitchen and serving equipment whether or not they are attached to the property including, but not limited, to stoves, fryers, ovens, steamers, kettles, mixers, ventilation hoods, dishwashers, furniture, pot washers, steam tables, faucets, and minor plumbing, electrical work, and refrigeration including compressors, motors, etc. Upon termination of the agreement, the Contractor shall surrender the same to the University in as good condition as when received, ordinary wear and tear accepted any loss or damage by acts of God accepted. If the replacement of an individual item is required due to ordinary wear and tear or acts of God, the University shall bear the entire cost of such replacement.
 - c) Maintenance of all kitchen premises, serving areas, and their associated furniture and fixtures. Upon termination of this agreement, the Contractor shall surrender the same to the University in as good condition as when received, ordinary wear and tear and acts of God accepted.
 - d) The Contractor will be responsible for accounting for the location of any keys or locking devices provided to the Contractor at the onset of the contract. The Contractor will be responsible for the cost of replacement of lost keys. If the University determines that keys lost by the Contractor or its employees could compromise campus security, the Contractor

will be responsible for paying all costs associated with re-keying designated locations. Prior to the commencement of the Agreement, or at any time during the Agreement term, the Contractor may request the University to re-key the facilities with the Contractor paying any costs of such re-keying.

3.3 Computer Equipment: Contractor shall, with written approval from the University Technology Services (GTS) and in coordination with the Contract Administrator or their designee, interface with the University's technology systems as required to meet the needs of the contract.

3.3.1 The Contractor will equip offices with desktop and/or laptop computers and software capable of connecting to the campus fast Ethernet network (which provides mail services).

3.3.2 The Contractor will be responsible for the purchase, installation, and support of all software applications that vary from TSU standards. The Contractor is responsible for hardware and software repairs. The Contractor will provide their own time tracking system and the related hardware, software, firmware, and installation/wiring.

3.4 Personnel: The Contractor shall be responsible for all costs of personnel and payroll services in the process of providing dining services including but not limited to the items set forth below.

3.4.1 All salaries, wages, and employee benefits payable to or on behalf of the Contractor's employees. All employees (including students) shall be employed by the Contractor in its own name, and the Contractor shall hold the University harmless from any and all claims, demands or liability on account thereof.

3.4.2 Managerial Employees: The University reserves the right to provide input in the selection of account and unit managers.

3.4.3 Unless a removal is requested in writing by the University or approved in writing by the university, Contractor shall retain the FSD/GM, Executive Chef and the Catering Manager on University's account for a minimum of twenty-four (24) 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.

3.4.4 The Contractor shall employ one (1) full-time, on-site Food Service Director ("FSD or GM") responsible for all food service functions at the University's facilities as specified in this Contract.

a) The FSD must have a minimum of five (5) years of consecutive, successful employment in a similar operation with comparable responsibilities.

b) The FSD shall have education and/or experience in food service with particular emphasis upon effective financial controls and merchandising techniques.

c) 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.

d) The FSD'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.

3.4.5 The University reserves the right to review the qualifications of the FSD, all Contract and Subcontracted 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.

- 3.4.6 The FSD and unit managers assigned to the University shall be selected with prior approval of the University.
- 3.4.7 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.
- 3.4.8 All Contract and Subcontract management, including, but not limited to, the FSD, chef and unit managers assigned to the University shall not be changed more than once every two (2) years unless mutually agreed in writing, and not without 30 days advance notice and replacement selection made, which is acceptable to, and mutually agreed upon in writing 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.
- 3.4.9 The Contractor shall recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the food facilities employed by the Contractor.
- 3.4.10 The Contractor shall have adequately trained personnel to maintain the high-quality performance standards as required by the University.
- 3.4.11 The Contractor shall ensure that critical positions (those that are necessary to open and operate the food facilities) will have adequate back-up employees from alternate contracts or staffing agencies to cover for staff absenteeism.
- 3.4.12 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.
- 3.4.13 The Contractor shall 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).
- 3.4.14 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, 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.
- 3.4.15 The Contractor shall guarantee that all employees engaged in the handling and serving of food are:
 - a) Clean, and wearing neat appearing attire, hairnets and footwear;
 - b) Advised by their management on reporting illness;
 - c) In compliance with the health regulations of the Contractor and Washington D.C. D.O.H.
 - d) Wearing appropriate food handling gloves during food service preparation.

- e) 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 well-being 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 remove the employee from the premises until it is confirmed by a healthcare professional that no communicable condition exists at which time the employee may return.
- 3.4.16 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.
 - 3.4.17 The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.
 - 3.4.18 The Contractor shall restrict employees to assigned spaces during working hours and require them, when not working, to vacate the work site.
 - 3.4.19 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.
 - 3.4.20 The Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of its employees.
 - 3.4.21 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.
 - 3.4.22 The Contractor shall continue to provide services under the Contract in the event of strikes and other labor disturbances.
 - 3.4.23 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.
 - 3.4.24 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.
 - 3.4.25 The Contractor shall offer employment to the University students and observe the following guidelines:
 - a) Wages
 - b) Student employees on the Contractor’s payroll shall be compensated at least at applicable Washington, D.C. 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.

3.5 Procurement: The Contractor shall procure all food, beverage 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 agreements entered into by the University.

3.5.1 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, and kitchen utensils 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 shall be on an annual basis at the end of each fiscal year. Smallwares for Catering shall be inventoried and reconciled twice per year.

3.5.2 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.

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

- a) All meats, meat products, poultry, poultry products, and fish must be Government inspected.
- b) Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
- c) Ground Beef - ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%.
- d) Pork shall be U.S. No. 1.
- e) Poultry shall be U.S. Government Grade A.
- f) 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.
- g) 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”
- h) 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.
- i) Dry stored items and canned goods – Grade “A” fancy.
 - Canned fruits packed in fruit juices only
- j) Frozen fruits and vegetables – U.S.D.A. Grade “A”.

- 3.6 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 and paid for by the Contractor.
- 3.7 Sanitation and Safety:** 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 shall 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.
- 3.7.1 The Contractor shall notify the Contract Administrator, in writing, of any potential violations regarding facilities 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).
- a) 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.
- 3.7.2 The Contract Administrator shall be notified immediately of any accidents or safety hazards. 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 shall 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 thereunder 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.
- 3.7.3 The Contractor shall adhere to the following minimum standards and guidelines in the preparation, production, and service areas:
- a) Clean (free from debris, grease, and stains) all kitchen surfaces and equipment on a continuous basis and following each meal period in accordance with manufacturer recommendations
- b) Contractor shall recycle according to University sustainability regulations and policies, and costs shall be borne by Contractor.
- c) Keep public areas free from hazardous conditions.
- d) Adhere to sanitation regulations for ware washing, recommended temperatures, or the use of chemical sanitizers.
- e) Clean kitchen, service areas including areas around loading docks, dumpsters, grease traps, dining room tables, chairs, floors, walls, and vents as required.
- f) Monitor the dining areas before, during, and after service hours to maintain dining rooms in a clean and orderly fashion.

- g) Dining room floors shall be vacuumed (in carpeted areas) and mopped (in non carpeted areas) after every meal period or as needed by the Contractor, daily at minimum. Dining room carpets shall be hot water extracted/cleaned once per term and non-carpeted areas finished and buffed to a shine as needed.
- h) The University has a contract with Disinfx for pest control for the university including all food service locations. The Contractor is responsible for overseeing pest control management along with the University Pest Control contractor and will work with the Executive Director of Campus Operations and the pest control company to maintain an effective pest control program within food service locations.

3.8 Equipment Maintenance: The University will share responsibility with the Contractor for the cost of equipment maintenance and repair in all food service locations.

3.8.1 The contractor is responsible for the timely reporting of repair requests.

3.9 Preventative Maintenance: The University oversees the preventative maintenance, coordinating with appropriate contractors. The Dining Contractor is responsible for daily care and maintenance in accordance with manufacturer recommendations and health and safety requirements.

3.9.1 Equipment requiring repair shall be reported within 1 business day of finding through the University's work order system. Reports shall include all required and requested information.

3.9.2 Contractor is responsible for maintaining equipment in accordance with manufacturers' specifications

3.9.3 Closing for breaks: Equipment must be cleaned and shut down in accordance with manufacturer specifications and in consultation and coordination with University Facilities Management.

3.9.4 Opening: Equipment shall be tested a minimum of two weeks prior to opening and needed repairs shall be reported within one business day of testing.

3.10 Menus and Prices: 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 shall guide menu development:

- a) Develop innovative menus which emphasize variety, nutrition awareness, and quality.
- b) Utilize food displays and merchandising techniques that draw customer attention and encourage customer engagement.
- c) Offer menus that complement the stature of the University integrated with the realistic need to economize on space, utilities, and labor costs.
- d) Be responsive to changing meal trends and patron preferences.
- e) Provide menus that are supported by the proposed staffing plans submitted by the Contractor and the equipment available on the University' premises as specified.
- f) Distribution: The Contractor shall post each week's menu one week in advance at the entrance of the cafeteria and distribute weekly menus throughout the campus intranet and online.
- g) Menus shall include vegetarian and vegan entrées, ethnic specialties and a menu free of the top nine allergens.
- h) Menu Boards: For all operations, menu boards will be prominently displayed on the Dining website

and at the entrance.

- i) Descriptions of daily specials are to be graphically merchandised at the individual entrances to each unit.
- j) Web Page: Contractor shall maintain web pages or websites linked to the University website with current and useful information for the University community. Posted items include current and accurate operational hours, menus, nutritional information, 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.
- k) Menu prices and plan rates shall not increase without the permission of the University.
- l) Price increases shall not increase any higher than the Food-Away-From-Home Consumer Price Index (CPI).
- m) 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.
- n) The pricing of all items is to be competitive with the local market (defined as the Houston, Texas area). Please indicate if any deviated pricing or incentive rebate programs are available.
- o) 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.
- p) 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.

3.11 Operating Budget: 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 (September 1 to August 31) in a mutually agreed format, no later than January 15. 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. Based on CPI Food Away from Home.

3.12 Performance Review Meetings: The Contractor's Food Service Director will schedule formal meetings with the University Contract Administrator 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.

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

3.13 General Accounting: The University's fiscal year is September 1 – August 31. The University's fiscal year shall be used for all client operating Statements, related reports, and profit calculations, consisting of twelve (12) accounting periods.

3.14 Chart of Accounts: The Contractor shall submit to the University a chart of accounts showing how all income and expense items are accounted for and how they affect the managed dining services operations.

- 3.15 Operating Statements:** The Contractor shall submit to the University monthly client operating Statements within 15 days following the close of each period. The University requires that these client operating Statements be separate for each business segment (Dining Hall, Tiger Lair, Chick Fil-A, Bengal Burger, Einstein Bros., Law School Café, That Stuff, Starbucks, Catering and Concessions) and must include budgeted and actual revenue and expense figures for the monthly period as well as year to-date period for these each of the same four major segments. Sales are to be reported for each operating unit. Related reports must easily reconcile to the total account monthly client operating statement. University and Contractor shall review these quarterly or more frequently if necessitated.
- 3.15.1 The financial and operating records relating to the Dining Services Contract will be subject to periodic audits by the University. No later than three (3) months after the end of the Contractor's fiscal year, the Contractor shall submit to the University a certification from the Contractor's independent auditors, attesting that the Contractor's accounting system and charges as related to profit sharing or billing have been determined in accordance with the final agreement.
- 3.15.2 A University representative, on an annual basis or more frequently, may review the Contractor's financial records pertaining to the University. This information shall be treated as a highly confidential matter and may not be published, disclosed, or otherwise communicated to individuals other than those identified above without the Contractor's written consent.
- 3.16 Weekly Invoice Submission:** Catering Track Order forms should be signed off and approved by the respective individual departments while the Contractor shall deliver approved catering invoices to the Campus Services Department on a weekly basis.
- 3.16.1 Board bills are issued weekly to the Campus Services department, with substantiated back up documentation.
- 3.16.2 Dining Dollar Invoices should be issued separately on a weekly basis to Campus Services, with substantiated back up documentation.
- 3.17 Payment:** There shall be no requirement for prepayment of any invoice.
- 3.17.1 Vendor agrees to Net 30 payment terms, whereby payment is due within 30 days from the date of receipt of the invoice. Early payment discounts may be considered and should be detailed in the proposal.
- 3.17.2 The Contractor shall not hold the University responsible for serving food to a student after it has been notified by the University in writing that the student has withdrawn from the meal plan.
- 3.17.3 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.
- a) 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.
- 3.18 Sales Tax Exemption:** The University is exempt from Federal and state income, sales, and use taxes. The successful contractor will ensure that the University receives the benefit of its tax exemption where applicable to the purchases of supplies.
- 3.19 Volume Discounts and Rebates:** Contractor agrees to be transparent regarding volume discounts and rebates based on net purchases made from September 1 – August 31, in each year of the agreement. For the

purpose of this RFP, please clearly reflect your expected volume discounts and rebates as a part of your Cost of Goods.

End of Section III

SECTION IV

UNIVERSITY RESPONSIBILITIES

- 4.1 Provide a dining services calendar for the guidance of the Contractor at the beginning of each school year (August-July) which shall be subject to modification by mutual agreement.
- 4.2 Collect board charges and pay the same to the Contractor by a method and schedule agreed to by contract.
- 4.3 Provide, as mutually agreed, the space, facilities, utilities (except waste/recycling), and equipment reasonably required by the Contractor for the efficient operation of its dining services, all of which shall be and remain the sole property of the University. The University reserves the right to use the dining areas from time to time in accordance with the policies as outlined herein.
- 4.4 Provide the services of the University's maintenance staff and Equipment Maintenance Contractor, as required for the proper maintenance and repair of facilities, utilities, and all equipment used in the dining services operation. The Contractor will be charged back labor at the standard University recharge rate and is responsible for the maintenance.
- 4.5 For assuming the costs of the following:
 - a) All utilities (with the exception of waste removal and recycling) required for the operation of the dining services facilities.
 - b) Painting, redecorating, and major capital replacements or additions as deemed necessary by the University.
 - c) Providing and furnishing the Contractor custodial mechanical equipment including vacuum cleaners, floor polishers and scrubbers, and rug shampoo machines (expendable custodial supplies are excluded).
 - d) The cost of replacing an individual item if replacement is due to the ordinary wear and tear or acts of God.
 - e) Providing and furnishing the Contractor's office space with suitable desks, chairs, tables, office equipment, and filing cabinets (expendable office supplies excluded). The office and items shall be for the exclusive use of the Contractor during the term of the established agreement but shall remain the property of the University. The Contractor shall maintain and repair the above-mentioned equipment and furnishings.
- 4.6 See Exhibit B Summary of Responsibilities

End of Section IV

SECTION V

FINANCIAL PROPOSAL

Please be sure to address the temporary closing of University Towers in your financial proposal, as a reduction in mandatory meal plans is anticipated for that year. In the period where University Towers is down for repairs, mandatory meal plan totals will be approximately 1,168-1,400. Once up and running, mandatory plans will be approximately 1,966. Please address this issue accordingly in your financial submission.

Please propose the below in table format, (one or more may be necessary) shown by year and addressing all below pertinent financial points. Please address all assumptions in narrative form at the beginning of your financial proposal.

- 5.1 Proposals:** Contractors should propose a comprehensive financial offer that includes a guaranteed return to the University and the Contractor's return, to include both fixed and variable fees. The University is interested in recommendations for a fixed fee with a guaranteed budget agreement. The University expects the Contractor to earn the variable portion of its fee by achieving a set of mutually agreed upon performance criteria. The Contractor may earn all, a portion of, or none of the variable fee depending on its success in achieving these goals.
- 5.2 Proposed Start-Up Costs:** Proposer shall identify a detailed schedule of any one-time transition or start-up costs for Year One.
- 5.3 Proposed Smallwares Expenditure Budget:** Contractor shall identify, by venue, all new and additional smallwares and signage, and costs for each, that Proposer believes are necessary in order to begin operations in existing facilities.
- 5.4 Proposed Capital Expenditure and FF&E Budget:** It is expected that capital investments in dining facilities, equipment and/or fixtures may be necessary for the continued, effective and efficient operation of the University food service operation over the term of the contract. Such investments may occur at the inception of the contract or at other times during the contract term. Contractor should include in its response to this RFP any investments contemplated to occur at contract inception.
 - 5.4.1.1 Contractor shall identify all capital expenditures, all furniture, fixtures, and equipment that Contractor believes are necessary in order to maximize the potential of the existing facilities.
 - 5.4.1.2 Contractor shall propose any plans to invest in equipment upgrades and repairs, and enhancements to current dining facilities.
- 5.5 Ownership of Capital Investment and Fixtures:** All capital investments and fixtures in the food service facilities shall become the property of the University at the termination of the contract. If the contract ends for reasons other than poor performance prior to the capital investment being fully amortized, then the University will reimburse the Contractor for the unamortized portion of the capital investment in the dining facilities, and all capital investments and fixtures shall become the property of the University. If the contract is terminated for poor performance or at the independent request of the Contractor, then the University shall not reimburse the Contractor for the unamortized portion of the capital investment and all capital investments and fixtures become the property of the University.
- 5.6 Investment Amortization:** The capital investment by the Contractor in the University food service facilities will be amortized on a straight-line basis over the term of the contract. Such amortization is considered a normal operating expense associated with the food service operation and should be included in the appropriate

Contractor financial statements. Mid-contract investment amortization is to occur over the remaining term of the contract at the discretion of the University. Unamortized investment that occurs specifically from an amortization period extending beyond contract termination will be resolved with the Contractor at time of contract termination.

- 5.7 Commissions:** The University anticipates the receipt of commissions from gross sales at each of its retail dining services locations and catering activities. Commissions are earned on all catering and conference sales when the invoice for the catered function or conference is paid. The contractor shall prepare a summary report each monthly accounting period of all sales subject to commissions and shall submit such report with any payment owing for that period to the University.
- 5.8 Board Plan Pricing:** Historically, the University's profit from residential dining has been generated by attaching a surcharge to the contractor's board plan and cash meal costs. Include in your financial considerations how you propose to address the development of the pricing structure for a traditional board plan, declining balance meal plans, cash meals, etc., with specific consideration on how unused student points will be addressed.
- 5.9 Incentives, Contributions and/or Scholarships:** Scholarship support, creative ideas that provide faculty, teachers, and staff an opportunity to feel appreciated by Dining Service and that encourage collegial interaction among faculty through the use of periodic programmed meals. Programmatic ideas and sponsorship of educational events through either the creation of a fund to be designated for such events or identification of special events for sponsorship. The University encourages contractors to be extremely creative in including incentives and contributions to promote excellence and demonstrate partnership with the University.
- 5.10 Meal Passes:** The Contractor is to make available to the University four (4) meal passes to any and all regular food service operations of the Contractor. The passes are periodically issued to University personnel by the Vice President of Student Services. The passes shall permit University personnel to participate, at no direct charge to the individual or University, at any and all board meals, retail food sales, etc., operated by the contractor. The purpose is to permit University personnel to thoroughly review the service and quality of the Contractor's operations, as well as to support student food insecurity and University recruiting efforts.

End of Section V

SECTION VI

CRITERIA

6.1 CRITERIA

Respondents are expected to submit a Proposal that considers and is responsive to the terms and conditions, specifications, scope of services, requirements, etc.; as well as the evaluation criteria set out in this document. The criteria in which your response will be evaluated are as follows:

- Criterion 1 - Experience and Qualifications of the Company
- Criterion 2 - Staffing
- Criterion 3 – Operations and Controls
- Criterion 4 – Program Vision – Marketing & Promotion
- Criterion 5 – Menu Program
- Criterion 6 – Catering
- Criterion 7 – Concessions
- Criterion 8 - Financial Proposal

6.2 CRITERION 1: Experience & Qualifications of the Firm

6.2.1 Company Profile:

- Legal Name of the Company:
- Contact name(s) and title(s) of individuals responsible for proposal development and appropriate contact information including: telephone number, cell phone number and email address
- Number of Years in Business:
- Type of Operation: Individual Partnership____ Corporation____
- Number of Employees: _____(company wide)
- Number of Employees: _____(servicing location)
- Annual Sales Volume: _____(company wide)
- Annual Sales Volume: _____(servicing location)

6.2.2 A one or two page Executive Summary of your proposal, including brief descriptions of your company's expertise and experience in managing contracts of equal size and scope to the TSU food service operations, and how you plan to address TSU priorities

6.2.3 A Statement that you will provide a copy of your company's financial statements for the past three (3) years, if requested by the University, both Corporate and Division levels.

6.2.4 Provide a Financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) that indicates the financial stability of your company.

6.2.5 Provide details of any conditions that would adversely affect your company's performance:

- Indicate whether your company is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, explain the impact both in organizational and directional terms.

- Provide details of all past or present litigation or claims filed against your company that would affect your company's performance under a Contract with TSU.
 - Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
 - Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any TSU officer or employee? If yes, please explain.
 - Indicate whether services will be provided in whole, or in part, by your firm. If certain services are to be provided by another firm, indicate your firm's business relation with the associated firm (joint venture, consultant agreement, etc.)
- 6.2.6 List current higher education clients accounts in the state of Texas. Include contact name phone number and length of service at each account.
- 6.2.7 List of higher education accounts lost (early termination or non-renewal) over the past three (3) years. Include contact name phone number, length of service at each account and reason for loss.
- 6.2.6 Provide references from three (3) of Firm's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP. These references should be able to speak specifically to Firm's ability to deliver a quality dining and catering service program. Provide the following information for each customer:
- Customer name and address;
 - Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed.

6.3 CRITERION 2: Staffing

- 6.3.1 Quality of personnel is of critical importance in University's decision-making process for awarding a contract or contracts. In this section, please submit the following information:
- 6.3.2 Resumes of key personnel in Regional Management positions, as well as candidates for the positions of Food Service Director, Catering Manager, and Executive Chef. Please be advised that if your firm should be selected for a shortlist interview, your Food Service Director, Executive Chef, and Catering Manager candidates may be required to be present at the interview.
- 6.3.3 An organizational chart illustrating the proposed management structure for the accounts on which you are proposing. All management and supervisory positions should be identified.
- 6.3.4 Proposed staffing guides for each dining location, including chef(s), management, full-time, and part-time employees.
- 6.3.5 Describe your company approach to hiring and maintaining the necessary employees to provide services under this contract; compensation plan, benefits package, disciplinary practices, employee training, both job specific and customer service. Also, discuss your policy regarding the hiring of existing food service staff and detail how your wage rates will compare with those currently available to them.

- 6.3.6 Outline and discuss your proposed incentive reward programs for both management and hourly staff.
- 6.3.7 Discuss your ability to provide qualified full-time personnel and managers, along with your ability for replacement. Discuss your source for part-time personnel as well as provisions for backup management talent.
- 6.3.8 Provide a brief description of staff uniforms to be provided by your firm. Photographs are preferred.

6.4 CRITERION 3: Operations and Controls

- 6.4.1 Furnish a brief description(s) of your company's policy and procedures for Purchasing and provide the following items:
 - Basic Product Standards
 - Preparation Standards
 - Presentation Standards
 - Nutrition Awareness and Education Program
 - Safety and Sanitation including routine cleaning of prep, service, and dining areas.
 - Security
 - Uniforms and dress codes for any non-uniform employees
 - Equipment inventory and routine/operator maintenance
 - Energy Conservation
 - Environmental protection and recycling
- 6.4.2 Describe your company's approach towards providing food service for individuals at a university, and securing facilities during an emergency; utility outage, hurricane, flooding, etc.
- 6.4.3 Describe the manner in which your company will communicate with TSU during the term of the contract. This description should include on-going contacts and titles, number, type, and length of contacts with district, regional and corporate staff.
- 6.4.4 Provide your company's philosophy in relation to the hiring of student employees. Does your company prefer student employees or non-student (seasonal) employees? Your response should include examples of employment models at other universities (preferably with similar demographics to TSU) how it produces the most viable candidates.
- 6.4.5 As an active member of a university community, define your company's philosophy on integrating food service staff and resources in partnership with students, faculty and staff in support of university-wide programs and events. This description should include examples of how staff and resources have been utilized at other universities in enhancing university life.
- 6.4.6 Describe your plan for safety and sanitation in the residential, retail, and catering venues. Provide data to support the quality of programs your company brings to the operation with respect to providing a safe, sanitary, and secure dining service environment.
- 6.4.7 Please submit a plan of quality assurance and feedback that addresses inspections and quality audits, complaint follow-up, plan for ongoing and periodic customer service monitoring, and assessments to determine popular and unpopular items.
- 6.4.8 What tools, reports, software products are available to TSU that adequately monitors the terms of the

resulting contract to ensure accuracy of commissions earned.

6.5 CRITERION 4: Program Vision Marketing & Promotion

- 6.5.1 Submit a detailed plan of the company's "Vision" for TSU Dining Services and Catering for the next five years, and an associated timetable for attaining that "Vision". Sample menus and menu rotation schedules should also be included.

This "Vision" must be:

- Comprehensive, and reflect an understanding that over time change will be necessary.
- Highlight the university's potential and development (i.e. number and location of venues, hours of operation, food concepts, etc.).
- Reflect an understanding that experimentation may be necessary and it may take time to build markets for various concepts/venues at TSU.

- 6.5.2 Submit a comprehensive Marketing Plan that provides specifics for TSU dining and all retail locations to:

- Define and meet goals for financial success and public relations/customer service excellence.
- Delineate the criteria and resources that will be dedicated to implementation (including initial market research), monitoring, review, and revisions/updates (defined as ongoing market research and trend analysis) to meet each component's needs for the life of the contract.
- Supply sample marketing plans and brochures for accounts that are similar in size and diversity.

6.6 CRITERION 5: Menu Program

- 6.6.1 **Residential Dining:** The University desires to maintain a quality meal program that incorporates creative recommendations for **residential dining** and meal plan options. These recommendations should incorporate fixed meals, "flex-type" accounts, declining balance accounts, ala carte, visitor and cash purchases, and combinations of these, in addition to a variety of meal times.

- 6.6.2 Meal Plan Portfolio:

- 6.6.2.1 Describe the type and variety of academic year meal plans you propose
- 6.6.2.2 Describe any partial meal plans you propose, e.g. lunch only or dinner only
- 6.6.2.3 Describe the type and variety of summer term meal plans you propose
- 6.6.2.4 Rates: Describe meal plan rates for the academic year and summer terms.
- 6.6.2.5 Propose how rate adjustments will be made
- 6.6.2.6 Describe your approach to unused dollars/points tied to meal plans and creative programs to increase flex dollar usage.

- 6.6.3 Your Menu Program

- 6.6.3.1 Describe your raw food specifications on food and beverages.
- 6.6.3.2 Describe how organic and fresh products might be incorporated into elements of your dining program.
- 6.6.3.3 Describe your nutrition awareness program.

- 6.6.3.4 Describe the opportunities available for vegetarian and vegan diners.
- 6.6.3.5 Describe your provision of meals that fit the needs of various ethnic and interfaith cultures at TSU.
- 6.6.3.6 Menus must reflect continuous variety, consistent quality throughout all operating hours.
- 6.6.3.7 Special dietary needs, such as health and wellness diets and allergies must be met.
- 6.6.3.8 Submit a four-week sample of sample menus proposed for breakfast, lunch, and dinner service with nutritional breakdown of the main entrees. 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.
- 6.6.3.9 Every effort should be made to recognize quality, wellness, and the demographic breakdown of the University's customers.
- 6.6.3.10 For each meal, indicate those items which are offered every day and those items which change according to the cycle.
- 6.6.3.11 Indicate portion sizes and which items are healthful food choices.
- 6.6.3.12 Text for signage explaining nutritional content must be provided.
- 6.6.4 Hours of Service
 - 6.6.4.1 Describe the hours of service you propose
- 6.6.5 Extra Services Proposed
 - 6.5.5.1 In addition to basic service, what will you provide? Examples include: Sick trays, box lunches, "make-it-yourself options for students who work off campus during days, steaks, hall dinners, special and/or theme meals, points systems, etc.
 - 6.5.5.2 As partners, how will you utilize local farm/garden supply sources and follow sustainable practices.
 - 6.5.5.3 As partners, how will you assist TSU in addressing concerns of food security on campus, with ideas going beyond the "food pantry" approach.
 - 6.5.5.4 How are you innovating as a company to address campus food security issues with your partners?
- 6.6.6 Retail Dining Program

The University desires the expert management of the Dining Hall, Tiger Lair, Chick Fil-A, Bengal Burger, Einstein Bros., Law School Café, That Stuff and Starbucks retail operations that can combine the desire to operate profitably yet recognize the need for reasonable hours and quality program offerings across campus.
- 6.6.7 Your Menu Programs:
 - 6.6.7.1 What menus/formats do you propose for the retail venues?

- 6.6.7.2 Describe your raw food specifications on food and beverages?
- 6.6.7.3 Describe how organic and fresh products might be incorporated into elements of the residential dining program
- 6.6.7.4 Give a nutritional breakdown of proposed retail items.
- 6.6.8 Describe your nutrition awareness program for retail dining
 - 6.6.8.1 What will the portion size be?
 - 6.6.8.2 Describe the opportunities available for vegetarian and vegan diners
 - 6.6.8.3 Describe your provision of meals that fit the needs of various ethnic cultures at TSU
- 6.6.9 Meal Plan Administration/Management/Pricing
 - 6.6.8.1 How will cash prices be set? How will they be adjusted?
 - 6.6.8.2 What methods of payment will be available?
- 6.6.10 Hours of Service
 - 6.5.10.1 Describe the hours of service proposed for each retail outlet for the academic year, summer term, and between semesters.
 - 6.5.10.2 How will hours of service be established?
- 6.6.11 Allergen Awareness: Provide nutritious options for students (vegan/vegetarian, other) and honoring nine major food allergens with transparency in preparation.
 - 6.6.11.1 For each of the following (Residential Dining, Retail Dining, Catering, Concessions, Summer Conference and Camps) what is your production and service strategy for allergen management?
 - 6.6.11.2 For each of the following (Residential Dining, Retail Dining, Catering, Concessions, Summer Conference and Camps) how will you provide allergen information?

6.7 CRITERION 6: Catering

- 6.7.1 Submit comprehensive Catering Plans for TSU that includes:
 - A Catering Guide with menus, pricing and services.
 - Resources (staff, equipment and technology).
 - A Catering Marketing Plan to define, enhance and maintain customer loyalty and growth.
- 6.7.2 How will prices be changed?
- 6.7.3 How will alcoholic beverages be handled/served?
- 6.7.4 Describe strategies for attaining customer feedback and satisfaction.

6.8 CRITERION 7: Concessions

- 6.8.1 Submit a detailed plan of the company's "Vision" for TSU Athletic Concessions for the next five years, and an associated timetable for attaining that "Vision". The plan should include accommodations for

events of 500 persons or more with (1) any branded food concepts which your company would provide (2) an inventory list and pricing for any self-branded items you would propose to sell and (3) a menu listing with pricing and portion size that would be sold at the events listed by facility.

- 6.8.2 Submit your company's concession control system to account for any discrepancies between the units dispensed for sale and the inventory of product and balancing of cash at the end of each event. Please include specifications for your registers or point of sale system.

6.9 CRITERION 8: Financial Proposal

- 6.9.1 Respondents should have the financial base to provide substantial investment/commission funding to support the University's campus dining services, catering and athletic events. The financial package should be some combination of company investment and commission to the University that will provide the high-quality campus dining service desired by the University. Respondents submitting a response should be prepared to offer a substantial financial package commensurate with the value and growth potential of likely contract revenues. Specifically, the University is interested in contracting with a food service company that has the financial strength to provide:
- 6.9.2 A financial commitment of capital investment for (a) renovation and expansion of current food service facilities; (b) future improvements to existing food service locations; and/or (c) establishment and construction of additional food service locations, and other uses deemed appropriate by the University;
- 6.9.3 An attractive commission schedule with guaranteed minimum annual payment; Commissions must be based upon a percentage of sales revenue;
- 6.9.4 An annual contingency fund designated for the repair, replacement and upgrade of University owned food service equipment;
- 6.9.5 A utility cost sharing proposal encompassing all areas designated as food service space by the University. An effective sustainability program should be evident and considered an integral part of the Contractors utility cost sharing proposal,
- 6.9.6 Include the company's proposed commitment to support TSU'S mission through scholarships, and in-kind product donations, at levels designated.
- 6.9.7 Clearly differentiate between investments that would be made by the company, and commissions that would be paid to the university.
- 6.9.8 In addition, the University is interested in contracting with a food service company that has the ability to provide for payment of unamortized investment amounts that will be due to the current contractor. The unamortized investment amount as of \$192,966.14.
- 6.9.9 Include any financial contributions expected from TSU to support the proposal.
- 6.9.10 Submit a 5-year pro formula of your P&L.
- 6.9.11 Provide your Cost Per Meal for Resident Dining locations for each year of the contract.
- 6.9.12 Provide an amortization schedule for any capital investment.
- 6.9.13 All funds shall be increased annually at 3.5% to maintain value.

6.9.14 Include in this section a financial narrative explaining your total financial offer. An Excel version of your financial offer shall be included with the flash drive mentioned in section 8.4.2.

End of Section VI

SECTION VII

TRANSITION TO CONTRACT

- 7.1 Provide a statement of the transition requirements to implement the contract at TSU, any unique benefits, and other considerations.
- 7.2 Briefly discuss any anticipated problems that you might have with meeting the projected Start Date of August 1, 2025, and if applicable, provide an estimated or alternate start date.
- 7.3 Submit a Work Plan with key dates and milestones for TSU. Your response should include:
- a. Identification of tasks to be performed and/or equipment to be provided.
 - b. Time frames to perform the identified tasks.
 - c. List any compliance requirements and strategies for federal, state and local governmental regulations, insurance requirements including worker's compensation, licenses and permits, if any and any other regulations as appropriate.
 - c. Time frames to perform inventory of small wares and dishes.
- 7.4 What difficulties do you anticipate in serving TSU, and how do you plan to manage these? What assistance will you require from TSU?

End of Section VII

SECTION VIII

PROPOSAL INFORMATION

8.1 SCHEDULE OF EVENTS

The solicitation process for this RFP will proceed according to the following schedule:

Texas Southern University reserves the right to change the dates shown below upon written notification.

<u>EVENT</u>	<u>DATE</u>
Issue RFP (ESBD, TSU and GHBCB posting date)	February 4, 2025
Mandatory Pre-Proposal Walkthrough	February 13, 2025
Deadline for Submission of Questions	February 18, 2025
Deadline for Submission of Proposals	March 25, 2025
Possible Presentations	April 8, 2025
Expected Award of Contract	June 12, 2025
Expected Contract Start Date	August 1, 2025

8.2 REVISIONS TO SCHEDULE

TSU reserves the right to change the dates in the schedule of events above upon written notification through a posting on the Electronic State Business Daily (ESBD) and the TSU Purchasing website. It is the responsibility of interested parties to periodically check either website for updates to the RFP prior to submitting a Proposal. The Respondent's failure to check the website will in no way release the selected Contractor from the requirements of addenda or additional information; nor will any resulting additional costs to meet the requirements be allowed after award(s).

8.3 MANDATORY PRE-PROPOSAL MEETING

There will be a pre-proposal meeting and walk through on **Wednesday, February 13, 2025 at 9:00 a.m.** Please meet in the Ernest Sterling Student Life Center, (Bldg 148) Room #207B. See university map at <https://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf>

For Mandatory Pre-Proposal Meeting: Proposal submissions will only be accepted from companies represented at the mandatory pre-proposal meeting, as evidenced by the pre-proposal attendance roster.

- 8.3.1 Attendees must notify Greg Williams, Buyer of their intent to attend the pre-proposal meeting by **(Thursday, February 6, 2025 at 9:00 a.m.)** and provide the number of persons attending. Email Greg Williams at gregory.williams@tsu.edu. Parking details will be provided.

- 8.3.2 Contractors will be offered a tour of the food service facilities on the day of the pre-proposal meeting; offerors will not be permitted in the back-of-the-house spaces of the food service operations at any other time.
- 8.3.3 During this meeting, a question and answer session will be conducted to respond to oral questions from all Contractors. The Procurement officer will disseminate all such requests for information and responses.
- 8.3.4 Any changes resulting from this meeting will be issued in a written addendum to the solicitation.
- 8.3.5 Parking is available to visitors in designated parking locations, which will be communicated upon receipt of the attendee list.

8.4 PROPOSAL REQUIREMENTS

- 8.4.1 Submissions of your Proposal: Respondents shall submit one (1) paper copy of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.
- 8.4.2 Please submit a flash drive version as well. Please ensure that your entire bid response is on the flash drive as this will be the official version of your bid response, and it will be the only copy we keep on file.
- 8.4.3 Format of Proposals - Respondents will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:
 - Introduction Letter (2-page maximum)
 - Table of Contents
 - Tab 1: Criterion 1
 - Tab 2: Criterion 2
 - Tab 3: Criterion 3
 - Tab 4: Criterion 4
 - Tab 5: Criterion 5
 - Tab 6: Criterion 6
 - Tab 7: Criterion 7
 - Tab 8: Criterion 7
 - Tab 9: Section 7 Transition to Contract
 - Tab 10: TSU Terms and Conditions
 - Tab 11: Exhibit A: Execution of Offer
 - Tab 12: Exhibit B: Summary of Responsibilities
 - Tab 13: Addenda
- 8.4.4 Cost of Preparation: TSU will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.
- 8.4.5 TSU will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from

disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14 point font.

- 8.4.6 Historically Underutilized Businesses: In accordance with *Texas Government Code* Sections 2161.181-182 and Section 111.11 – 111.28 of the *Texas Administrative Code* (“**TAC**”), Owner is required to make a good faith effort to utilize Historically Underutilized Businesses (“**HUBs**”) in contracts for construction services with an expected value of \$100,000 or more. A copy of the HUB plan can be downloaded from the Comptroller’s website. Owner is committed to sponsoring mentor-protégé relationships for HUBs as outlined in *Texas Government Code* Section 2161.065 and TAC Title 34, Part 1, Chapter 20, Subchapter B, §20.28, and has been performing outreach to support this important effort.

**** A State of Texas HUB plan is required for this solicitation.**

8.5 INQUIRIES / QUESTIONS

- 8.5.1 All inquiries and questions shall be submitted in writing (in Word format) via email to Mr. Greg Williams at gregory.williams@tsu.edu by **12:00 noon Central on February 18, 2025**; the date listed as the deadline for submission of questions as specified in Section 8.1 above.
- 8.5.2 All inquiries will result in written responses with copies posted to the State of Texas Electronic State Business Daily and the TSU Purchasing website. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.
- 8.5.3 Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TSU will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.
- 8.5.4 If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent’s Proposal in response to this RFP and Respondent’s proposed alternative must also be provided in the Proposal. Respondents cannot take a ‘blanket exception’ to this entire RFP. If any Respondent takes a blanket exception to this entire RFP or does not provide proposed alternative language, the Respondent’s Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

8.6 PROPOSAL SUBMISSION

- 8.6.1 All Proposals shall be received and documented in the Purchasing Office at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals.
- 8.6.2 Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent’s responsibility to appropriately mark and deliver their Proposal response to Greg Williams in the Purchasing Office

located in Hannah Hall, suite 333, by the specified date and time. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

- 8.6.3 Telephone, email and facsimile Proposal responses will not be accepted.
- 8.6.4 Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.
- 8.6.5 The TSU Standard Terms and Conditions is included in this solicitation for your convenience with the thought that you can present it to your legal department and they can begin reviewing them, in order to speed up possible negotiations.

8.7 DELIVERY OF PROPOSALS

Proposals are commonly shipped to TSU by one of the following methods: U.S. Postal Service, Fed Ex Overnight / Express Mail, or Hand Delivery (recommended).

**** Please instruct your delivery service to avoid delivering your submittal to our Post Office nor our Warehouse / Central Receiving as this will delay delivery and could ultimately result in your response being late; and consequently rejected. All solicitation responses must be delivered to the TSU Purchasing Office located in room 333 in Hannah Hall, our main administration building.**

8.8 PROPOSAL OPENING

- 8.8.1 Proposals will be opened by the assigned buyer in their office or their department conference room, whichever is most appropriate and available.
- 8.8.2 All submitted Proposals become the property of TSU after the RFP submittal deadline. The submitted Proposals and accompanying documentation will not be returned.
- 8.8.3 Proposals submitted shall constitute a Proposal for a period of ninety (90) days or until selection is made by TSU, whichever occurs earlier.

8.9 PROPOSAL EVALUATION AND AWARD

- 8.9.1 TSU shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas and Texas Southern University, as defined by Tex. Government Code, Section 2155.074.
- 8.9.2 A committee will be established to evaluate the Proposals. The committee will include employees of TSU and other persons invited by TSU to participate.
- 8.9.3 TSU reserves the right to award contract(s) without any negotiations, without a BAFO, and/or TSU reserves the right to not make an award at all.
- 8.9.4 Presentations: Contractors who submit a proposal in response to this RFP may be required to give a presentation of their proposal or provide written clarifications. This will provide an opportunity for the Contractor to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. Presentations are an option of the university and

may not be conducted. Contractors will not be allowed to change their proposals unless requested to do so by the University. Oral presentations may be recorded, and both recorded oral presentations and written clarifications, will be affixed to the Contractor's proposal and become a part of the same as if originally submitted.

8.9.5 The Respondent is strongly encouraged to provide its best price in its Proposal because TSU makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process.

8.9.6 The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

<u>Criteria</u>	<u>Weight</u>
Criterion 1: Experience and Qualifications of the Company	10%
Criterion 2: Staffing	5%
Criterion 3: Operations and Controls	15%
Criterion 4: Program Vision – Marketing & Promotion	5%
Criterion 5: Menu Program	25%
Criterion 6: Catering	10%
Criterion 7: Concessions	5%
Criterion 8: Financial Proposal	25%

8.9.7 The evaluation committee will determine if Best and Final Proposal (BAFO) are necessary. Award of a contract may be made without a BAFO, so you are encouraged to submit your best Proposal initially. A request for a BAFO is at the sole discretion of TSU and if requested, will be extended in writing.

8.9.8 TSU reserves the right to award to multiple vendors if deemed in the best interest of the University.

End of Section VIII

EXHIBIT A

EXECUTION OF OFFER

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Neither Respondent nor the corporation, partnership, or institution represented by Respondent or anyone acting for such respondent, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC § 111.2.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this Proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract May be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract May be terminated and payment withheld if this certification is inaccurate.

Under Government Code § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas Southern University or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of *Texas Southern University* or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Texas Southern University is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross- referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov/SAM/> , which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/SAM/>

Under Section 2155.006(b) of the Texas Government Code, a state agency May not accept a Proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five- year period preceding the date of the Proposal or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the respondent certifies that the individual or business entity named in this Proposal is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP May be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor May conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

The Respondent represents that, to the extent this Solicitation constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Respondent (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

- ☐ Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran *
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders* ☐ USA produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy Efficient Products
- ☐ Rubberized asphalt paving material ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers ☐ Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Proposal.

RESPONDENT (COMPANY):

SIGNATURE

NAME (TYPED/PRINTED)

TITLE:

EMAIL ADDRESS:

PHYSICAL ADDRESS:

CITY/STATE/ZIP:

TELEPHONE:

FAX:

TAX IDENTIFICATION NUMBER:

DATE:

End of Exhibit A

EXHIBIT B**Summary of Responsibilities**

In order to provide a convenient summary reference to many of the financial Responsibilities and obligations of the University and the Contractor under this agreement, the following listing is included:

Summary of Responsibilities			
	Item/Service	Provided By:	Paid for By:
1	Management and non-management employee's wages, payroll taxes, and benefits	Contractor	Contractor
2	Food service facilities, major equipment, furnishings and finishes	University	University
3	New Equipment Purchases	**	**
4	Utilities: heating, ventilation, water, sewer, gas, and electric services	University	University
5	Equipment depreciation	University	University
6	Preventative equipment maintenance (Cleaning, inspecting, upkeep, etc.)	University	Contractor
7	Equipment maintenance service contracts	University	Contractor
8	Initial par inventory of smallwares, as jointly approved. University will hold title.	University	University
9	Replacements to smallwares inventory (title to be held by the University)	Contractor	Contractor
10	Office furniture	University	University
11	Office equipment (computers, copy machines, etc) and office supplies	Contractor	Contractor
12	Major repair of ceilings, light fixtures, and carpeting or flooring	University	University
13	Extermination, pest control	Contractor	Contractor
14	Trash hauling services, including composting	University	University
15	Fire Suppression Systems	University	University
16	Grease and Exhaust Duct Cleaning	Contractor	Contractor
17	Grease Trap Cleanouts/Unclogging of Grease/Food from wastewater lines	University	University
18	Regular, Daily Cleaning to the Level of Spotlessness (floors, walls, dusting of ceilings, exterior of HVAC vents, and all equipment, floor drains, hoods/ventilation in kitchens and serveries, dining room tables and chairs, offices, entrances) interior windows, door jams, windowsills, etc.	Contractor	Contractor
19	Exterior Windows	University	University
20	Information System Point-of Sale , (licensing and fees)	University	Contractor

21	Inventory, and production management hardware/software	Contractor	Contractor
22	Ownership and Direct purchase of inventory food, beverages, and operating supplies	Contractor	Contractor
23	Laundry, linen and uniforms	Contractor	Contractor
24	Telephone line and computer data lines	University	University
25	Cellular phones	Contractor	Contractor
26	Signage and decorations for food service facilities	Contractor	Contractor
27	Daily spot cleaning of dining room carpeting and flooring areas	Contractor	Contractor
28	Periodic major cleaning of floors (stripping, waxing, carpet shampooing) within the dining halls and back kitchen areas	Contractor	Contractor
29	Insurance Coverage as specified by the University (Worker's Compensation, Employer's Liability, Commercial General Liability, Automobile Liability)	Contractor	Contractor
30	Transportation (trucks, vans, golf carts)*	Contractor	Contractor
31	Parking-shall adhere to University policies and regulations	University	Contractor
32	Audits	Contractor	Contractor
33	Licenses and permits, except for alcoholic beverages	Contractor	Contractor
34	Banking services, armored car fees	Contractor	Contractor
35	Credit Card and bank service fees	Contractor	Contractor
36	Dining card access system maintenance	University	University
37	Mobile ordering platform	University	Contractor
38	Small expendable equipment	Contractor	Contractor
39	PCI DSS Compliance - shall adhere to all University policies and regulations*	Contractor	Contractor
40	PII Compliance	Contractor	Contractor

*Contractor shall provide PCI DSS documentation to the University, as requested by the University, annually at minimum.

**The University may purchase replacement equipment as it deems necessary, there may be occasions that the contractor shall, with written approval from the University, purchase equipment. Please reference Procurement.

End of Exhibit B

End of Solicitation