



# Procurement Services

University of Arkansas at Little Rock

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## REQUEST FOR PROPOSAL (RFP)

### SOLICITATION INFORMATION

<b>Solicitation Number:</b>	<b>FB-25-002</b>	<b>Solicitation Issued:</b>	<b>November 21, 2024</b>
<b>Description:</b>	<b>Dining and Catering Service Management</b>		

### SUBMISSION DEADLINE FOR RESPONSE

<b>Bid Opening Date:</b>	<b>January 21, 2025</b>	<b>Bid Opening Time:</b>	<b>2:00 PM CST</b>
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Per Arkansas Procurement Law and Bid Rules, it is the supplier's responsibility to submit bids at the designated location on or before the bid opening date and time. **Bid submissions received after the designated bid opening date and time may be rejected as untimely.** Procurement Services shall return them to the supplier without review. It is not necessary to return "no bids."

### DELIVERY OF RESPONSE DOCUMENTS

<b>Delivery Address:</b>	University of Arkansas at Little Rock Office of Procurement University Services Building C100 2801 South University Little Rock, AR 72204  Suppliers are responsible for delivering their bid documents to the University of Arkansas at Little Rock on or before the scheduled bid opening time. Postage service providers—USPS, UPS, and FedEx—deliver mail to our offices based on our street address. Supplier assumes all risk for timely and properly submitted deliveries.
<b>Bid's Outer Packaging:</b>	Seal the outer packaging and mark it with the following information. <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of bid opening</li><li>• Prospective supplier's name and return address</li></ul> <b>Improperly marked packages may be opened for identification purposes.</b>

### UA LITTLE ROCK PROCUREMENT SERVICES CONTACT

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## Section 1 - General Instructions and Information

*Do not respond to items in this section unless specifically and expressly required*

### 1.1. Introduction

The University of Arkansas at Little Rock (UA Little Rock) is soliciting proposals from qualified and experienced suppliers to enter into a Campus Food Service Agreement or Agreements (hereinafter "Agreement", which will refer to either one agreement or two agreements should multiple awards be made as described herein).

UA Little Rock will consider proposals for furnishing all equipment, materials, supplies, and labor to provide a dining and catering service program for the students, staff, visitors, and community on areas of campus as designated by the university, including all on-campus catering.

The selected supplier will be required to assume sole responsibility for the complete effort as required by this RFP and the corresponding contract.

### 1.2. Objective and Goals

It is important that suppliers understand what the university seeks in its dining program and the expectation of full program management from the selected company. The university desires a dining program that provides exciting and energized venues and a high level of creativity and imagination. The university requires state-of-the-art dining facilities and a food service program, which is a model of progressive dining services in higher education.

Dining Services at UA Little Rock are provided to meet the needs of students, faculty members, administrators, staff, and campus visitors. The most important roles for Dining Services are:

- A. Enhance and contribute positively to the daily experiences on campus
- B. Facilitate and promote the collegial interaction of students, faculty members, administrators and staff.
- C. Represent the university in a positive manner that supports and enhances the institution's:
  - a. market position, enrollment, and retention rates,
  - b. appeal to prospective students and
  - c. goals as a campus within the University of Arkansas system.
- D. Offer a variety of menu options that appeal to the diverse composition of the UA Little Rock community, are competitively priced, are offered at convenient locations and times, and represent high quality, nutritious ingredients and preparation techniques
- E. Meet students' day-to-day needs for meals, refreshments, and snacks while they are on-campus
- F. Provide students residing in campus housing with appealing meal options on weekdays and weekends throughout the academic year
- G. Offer UA Little Rock personnel and staff access to reasonably-priced, healthy, and appealing meals during weekday lunch periods, throughout the calendar year when these individuals are on campus.
- H. Deliver a wide range of catering that, in all respects, satisfies the customer's needs.
- I. Provide catering services, often on short notice, that meet customers' budgetary, menu, and service needs.
- J. Constantly provide professional, courteous, and prompt service to the campus community.
- K. Maintain high standards for sanitation and cleaning practices.
- L. Observe and practice high standards for resource conservation and environmental protection through implementation and management of a comprehensive sustainability program.

### 1.3. Current Environment

Since 2018, UA Little Rock has contracted with Sodexo for the university's full catering needs and dining programs.

Current dining operations include a central Residential Dining Facility, retail locations, various meal plans for residential students, commuting students, faculty and staff, catering services that includes servicing student organizations, university departments, and external community partners utilizing campus facilities. See Attachment A for a list of current dining service and preparation locations.

**A. Meal Plans**

Currently, all residents at UA Little Rock are required to purchase a meal plan, unless they have an approved medical or religious exemption

**B. Service Contracts**

a. Exclusive Pouring and Beverage Rights - PepsiCo

The university has a contract for exclusive beverage rights. The winning supplier of this solicitation is required to adhere to all aspects of the established contract and any subsequent beverage rights contracts entered into during the term of this agreement, provided that any subsequent beverage rights contract does not materially alter the supplier's rights and obligations under this agreement without the supplier's consent.

b. Pest Control and Termite Services - Curry's Termite, Pest & Animal Control

c. Waste Management - TBD

The winning supplier of this solicitation is required to adhere to aspects of any established contract and any subsequent waste management contracts entered into during the term of this agreement, provided that any subsequent waste management contract does not materially alter the supplier's rights and obligations under this agreement without the supplier's consent.

d. Fire and Security Alarms - Triple-S Alarm

e. Vending Services - Canteen

**1.4. About UA Little Rock**

UA Little Rock is a metropolitan research university that provides access to quality education through flexible learning and unparalleled internship opportunities. At UA Little Rock, we prepare our students to be innovators and responsible leaders in their fields. Committed to its mission, UA Little Rock is a driving force in Little Rock's thriving cultural community and a significant component of the city and state's growing profile as a regional leader in research, technology transfer, economic development, and job creation.

For more information on the university, please see [ualr.edu/about/](http://ualr.edu/about/).

**1.5. Type of Contract**

- A. As a result of this solicitation, UA Little Rock intends to award each contract a four (4) year initial contract with up to three (3) one-year renewals to no more than two (2) suppliers.
- B. The total contract term for any resulting contract shall not exceed seven (7) university fiscal years.
- C. The anticipated starting date for any resulting contract is **July 1, 2025**. However, the university may adjust the contract start date for up to three calendar months.
- D. Pursuant to Arkansas Code Annotated § 19-11-249, any campus, unit or division of the university of Arkansas System or any college or university in Arkansas will be eligible to acquire from the successful purchaser or bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.
- E. By submitting a signed proposal in response to this solicitation, the prospective supplier represents and warrants that it will honor its proposal as being held open as irrevocable after this period.



**1.9. University Contract Administrator**

- A. The Contract Administrator shall serve as UA Little Rock's representative and administrator of any resultant contract(s).
- B. The Contract Administrator shall manage all aspects of the contractual relationship to ensure that the Supplier's total performance is per the contractual commitments and that the obligations of the Supplier under the terms and conditions of the contract are being fulfilled.
- C. The Contract Administrator is a participant in the preparation, taste, presentation, and evaluation of food service.
- D. The Contract Administrator shall work with the Supplier throughout the contract term. The Contract Administrator shall transmit all instructions, questions, approvals, and special requests concerning the contract.
- E. The Contract Administrator may designate other university personnel to assist with the administration of the contract. The Contract Administrator will submit such designations in writing to the supplier.

**1.10. Clarification of RFP Solicitation**

- A. Submit any questions requesting clarification of information contained in this solicitation via email to the buyer no later than the date and time listed in Table A. Questions will be consolidated and responded to by the university as deemed appropriate. The university's consolidated, written response is anticipated to be posted on the university's website by the close of business on the date provided in Table A.
  - a. For each question submitted, the prospective supplier should reference the specific solicitation item number to which the question refers.
  - b. If a prospective supplier's questions are unclear or non-substantive, the university may request clarification of a question(s) or decline to answer.
- B. The prospective supplier should notify the buyer of any term, condition, etc., that precludes the prospective supplier from submitting a compliant, responsive proposal. Prospective suppliers should note that it is their responsibility to seek resolution of all such issues, including those relating to the terms and conditions of the contract, before submitting a proposal.
- C. Prospective suppliers may contact the buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UA Little Rock will not be part of any contract resulting from this solicitation. It may not reasonably be relied on by any prospective supplier as an aid to interpretation unless it is expressly adopted in writing by UA Little Rock.
- E. Only an addendum written and authorized by the university will modify the solicitation.
- F. An addendum posted within three (3) calendar days prior to the proposal opening may extend the proposal opening and may or may not include changes to the solicitation.

**1.11. Definition of Terms**

The buyer has made every effort to use industry-accepted terminology in this solicitation and will further attempt to clarify any point of an item in question as indicated in the clarification of this bid solicitation.

- A. The words "bidder," "proposer," "contractor," and "supplier" are used synonymously in this document and mean a responsible offeror who submits a proposal in response to this solicitation.
- B. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this solicitation.
- C. "Shall" and "Must" mean the imperative and are used to identify requirements.
- D. "Requirement" signifies a requirement of the proposal and that the supplier's agreement to and compliance with that item is mandatory.
- E. "Specification" means any technical or purchase description or other description of a commodity or service's physical or functional characteristics or nature. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.

- F. The words "UA Little Rock," "university," "campus," "UALR," and "University of Arkansas at Little Rock" are used synonymously in this document.
- G. The terms "Request for Proposal," "RFP," "Bid," and "Solicitation" are used synonymously in this document.
- H. The words "Hiring department," "user(s)," "requestor," and "departments" are used synonymously in this document to mean the end user requesting service.
- I. "Redacted" means the retroactive editing, censoring, or obscuring of parts of a document to remove confidential or otherwise sensitive material.
- J. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
- K. "State Holiday" means the following days during the year when State Offices are closed:
- Christmas Day
  - Christmas Eve
  - Dr. Martin Luther King Jr.'s Birthday
  - Independence Day
  - Labor Day
  - New Year's Day
  - Thanksgiving Day
  - Veteran's Day
  - George Washington's Birthday and Daisy Gatson Bates Day
  - Memorial Day
- L. Any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday.
- a. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays.
  - b. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.
    - i.
- M. Central Time is the time zone for Little Rock, AR. Therefore, all meetings and deadlines will be based on Central Time.
- N. "State" means the State of Arkansas.
- O. "Standard Terms and Conditions" means the UA System Procurement Terms and Conditions.
- P. "Solicitation Terms and Conditions" refers to The University of Arkansas at Little Rock's solicitation terms and conditions located on the UA Little Rock Procurement Services website:  
<https://ualr.edu/procurement/bids/>.
- Q. "Gross Revenues" as used herein should be construed to include all monies inserted and retained in the vending machines of supplier as well as any machine purchases through cards such as debit, credit cards or university cards.

## 1.12. Response Documents

Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information. Responses should be formatted no larger than 8.5" x 11", fully recyclable (i.e., no plastic covers, plastic tabs, etc.), and bound with glue, staples, or thread (i.e., perfect bound, saddle stitching, etc.). Metal or plastic coil binding is not allowed. Responses must be submitted in the English language.

### A. Technical Response Packet

Prospective suppliers shall utilize the Technical Response Packet to submit their responses.

- a. The Original Technical Proposal Packet must be clearly marked "Original," and must be received on or before the proposal opening date and time.
- b. The packet must include the following:
  - Signed Proposal Signature Page.
  - Signed Proposed Subcontractors Form, if applicable.
  - Response to Information for Evaluation section.
  - Recommended Options Form, if applicable



- Other documents and information expressly required in this solicitation.
- c. The following items, **which must be submitted before a contract award** to the prospective supplier, may also be included with the prospective supplier's proposal.
  - [EO 98-04: Contract and Grant Disclosure Form](#)
  - Copy of prospective supplier's Equal Opportunity Policy.
  - Voluntary Product Accessibility Template (VPAT), if applicable.
- d. **Do not include pricing or financial information in the technical proposal packet.**

**B. Financial Proposal Packet**

Prospective respondents should utilize the Financial Proposal Packet posted with the solicitation document and submit it separately from the Technical Response Packet.

- a. All pricing must be proposed in U.S. dollars and cents.
- b. Pricing document packet should be clearly marked "Pricing."

**C. Recommended Response Documents**

In addition to the Technical Response and the Financial Proposal Packets, the following items should be submitted **on flash drive** as PDF files.

- a. One (1) PDF copy of the Technical Response Packet.
- b. One (1) PDF copy of the Financial Proposal Packet.
- c. One (1) redacted copy (marked "REDACTED") of the original Technical Response Packet. See Proprietary Information in Solicitation Terms and Conditions for more information.
- d. If the university requests additional copies, they must be delivered within twenty-four (24) hours of the request.
  - All additional copies must be identical to the original hard copy.
  - In case of a discrepancy, the original hard copy **shall** govern.

**1.13. UA Little Rock Solicitation Terms and Conditions**

- A. This solicitation incorporates all of the UA Little Rock Solicitation Terms and Conditions located on the UA Little Rock Procurement Services website here: <https://ualr.edu/procurement/bids/>.
  - a. Any special terms and conditions included in this solicitation shall override the UA Little Rock Solicitation Terms and Conditions.

**1.14. UA System Procurement Terms and Conditions**

- A. Any purchase or contract as a result of this solicitation incorporates all the UA System Procurement Terms and Conditions as posted here: <https://www.uasys.edu/system-office/finance-and-administration/procurement/>.
  - a. Any special terms and conditions included in this solicitation shall override the UA System Procurement Terms and Conditions.

## Section 2 - Requirements & Specifications

*Do not respond to items in this section unless specifically and expressly required.*

### 2.1. Exclusive Dining Rights

- A. The university grants exclusive right to perform food service on or from the premises. Such exclusivity excludes prepared catering paid through the foundation, donated food for employee celebrations, the Bailey Alumni Center, visiting food trucks, the Bowen School of Law, eStem High School, and concessions at the Jack Stephens Event Center.
  - a. Any off campus locations may be added in the future upon mutual agreement between the supplier and the university.
- B. Vended food, candy, and beverages are not included in this contract.
- C. The university reserves the right to negotiate an exclusive contract with a beverage and snack supplier during the entire term of this contract.

### 2.2. Catering and Special Events

- A. The supplier will have "first right of refusal" on all official function food service opportunities on campus.
- B. The supplier will provide dining service at all official functions and special events within the university, as well as conferences of outside groups that the university wishes to host. The prices to be charged for such services shall be mutually agreed upon by the supplier and the contract administrator prior to the servicing of these functions.
- C. The university shall have the right to utilize other dining services for special functions if it is deemed by the university that the supplier cannot provide the appropriate level of service.
- D. Catering menus, portions and prices will be approved by the university, for all such services offered.
- E. The university's catering clientele includes basic student services to elegant dinners and receptions. The supplier must provide a three-tier program beginning with a no-frills or shoe-string concept and progressing to an executive-level elegant service program.
- F. Late fees may only be assessed to catering orders if additional cost will be incurred by the supplier to deliver the requested services. Every effort shall be made to avoid charging late fees.
- G. For the purposes of this RFP, catering shall include:
  - a. Teas, coffee & beverage service
  - b. Box lunches
  - c. Breakfasts
  - d. Luncheons
  - e. Dinners
  - f. BuffetsCatering shall not include:
  - a. Athletic concessions & events
  - b. Events held at the Bailey Alumni Center or the Jack Stephens Event Center
  - c. Food used for educational purposes, non-state funded departmental parties, potlucks, and private food donations for state employees, departments and organizations of the university.
- H. It is specifically understood that the university shall reserve the right to use the dining areas from time to time for such purposes as registration of students, classes for students, social events, conferences, testing, study halls, dances, or other use not related to dining service as stipulated by the university administration. The appropriate set-up and clean-up will be undertaken by the university and not the supplier.

**2.3. Special Dietary Needs and Restrictions Requirements**

- A. All dining and catering must provide a broad variety of hot and cold entrees, side options, and rotating specialty items that cater to diverse dietary needs and preferences. Suppliers should include daily menu options for vegan, vegetarian, halal, kosher, gluten-free, high-protein, and international cuisines. Seasonal or themed culinary options, such as 'Global Cuisine Week' or 'Plant-Based Day,' are strongly encouraged to enhance menu appeal.

**2.4. Equipment, Inventory, and Maintenance Requirements**

**A. China, Glassware, Silverware, and Other Smallwares**

- a. The university will provide an adequate initial inventory level of small ware items such as china, silverware, glassware, serving trays, salt and pepper shakers, pots, pans and kitchenware. The supplier will maintain the initial inventory level at its expense.
- b. The supplier shall keep all equipment provided by the university, which includes, but not limited to, china, small wares, serving and cooking equipment, furniture, and linen, in proper condition and good repair, and shall agree to return all such equipment in good condition at the time of contract termination. The supplier will replace all loss and breakage in a timely manner and will be responsible for base inventory at the expiration of the contract.
- c. New items or increased inventory may be the shared responsibility of supplier and university and they shall work together to take such steps as may be reasonably required for protection against loss by pilferage or destruction.
- d. The supplier will be responsible for replacement, at the same or university approved equal, of breakage or loss to the initial inventory of wares, and all other movable kitchen and service equipment originally furnished by the university, on a quarterly basis during the term of the contract.
- e. The procurement and purchase of additional small wares and equipment necessary to operate this account efficiently due to an increase in demand shall be the responsibility of the university.
- f. The supplier shall propose its plan for a program for maintenance and accountability throughout the duration of the contract.
- g. The university retains the right to evaluate the reasonableness of said inventory to ensure adequate quantity and appropriate quality to meet the needs of this account.
- h. The supplier will not be responsible for normal wear and tear of equipment and facilities if used within the scope of this contract. "Normal Wear and Tear" is defined as the act of wearing under normal use (not abuses); to impair or diminish by use or attrition; to consume or waste gradually by fatigue, use by the passage of time according to the life expectancy of each piece of equipment (each piece of equipment has its own life depreciation).
- i. All linen items provided by the supplier will be laundered and /or dry cleaned at supplier's expense.

**B. Capital Equipment**

- a. UA Little Rock shall be responsible for the purchase of additional capital equipment and shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment.
- b. The supplier shall be responsible for furnishing necessary specifications and advising the university of such required purchases, repairs, and replacements. As agreed upon mutually by UA Little Rock and the supplier, any additional capital equipment purchased by the university or by the supplier, for the benefit of the university, will become the property of the university.
- c. The supplier will be responsible for consulting with the university prior to the proper disposition, or declaration as surplus, of any university-owned capital equipment. supplier shall not dispose of any equipment without written consent of the university.

**C. Equipment Repair**

- a. The supplier's dining services manager will be responsible for the immediate reporting of all needed maintenance and repair of all kitchen equipment and serving equipment including but not limited to stoves, fryers, ovens, steamers, kettles, mixers, exhaust hood filters and ducts, dishwashers, steam tables, faucets, minor plumbing and electrical work, and the refrigeration, including compressors and motors, etc.
- b. Should the dishwashing facilities, for any reason, become temporarily inoperative and paper service is required, the supplier shall be responsible for maintaining inventory adequate to meet the emergency, and shall bear all costs.
- c. University personnel may possess some expertise to repair equipment in the kitchen and serving areas and may perform repairs.
- d. Any repairs of critical priority or emergency must be reported immediately to the university.

**D. Preventative Maintenance**

- a. The supplier will be responsible for developing a Preventive Maintenance Program for the cleaning of all equipment and areas under its control. It is required that the supplier develop, implement and update cleaning and sanitation schedules for all units under its control.
- b. Preventive Maintenance Schedules must be posted and implemented thirty (30) days after the effective date of the contract. Schedules must be submitted to the university upon request for review and approval.
  - i. Failure to develop, implement and maintain the required Preventive Maintenance Program and Schedules will result in the university employing or contracting another party to provide the required preventive maintenance to the food service area or equipment at the supplier's expense.
- c. In coordination with the university, the supplier shall operate and use all assigned equipment, facilities and utilities in accordance with university preventive maintenance procedures, schedule and standards.
- d. The university reserves the right to inspect all facilities to insure supplier compliance with the provisions of university preventive maintenance programs that are appropriate to kitchens and dining facilities.
- e. The successful supplier shall leave all areas, under its assigned control, in a clean and ready-for-inspection condition at the end of each day and when the kitchens and dining facilities are closed in accordance with university schedules. Those areas shall be accessible to personnel designated by the university.

**2.5. Sanitation and Inspection Requirements**

**A. Standards and Inspections**

- a. The supplier shall maintain National Sanitation Foundation (NSF) standards for dining service establishments. All Federal and State regulations will be adhered to in regard to personnel and maintenance of the individual units to include loading areas, kitchens, storage areas, dining rooms, refrigeration and removal of trash.
- b. It is understood the premises shall be subject to inspection by state and local Health Department personnel. Satisfactory evidence of compliance is required. The university shall reserve the right to inspect sanitary conditions and beverage areas at any and all times. Where the supplier does not keep the areas in proper and sanitary condition and repair, the university shall have the right to use its own employees and/or outside supplier(s) to clean the areas. The supplier shall reimburse the university for such costs, including administrative costs. Prior to using its own personnel or an outside supplier, the university will give the supplier no more than forty-eight (48) hours to correct the situation.

- c. The university shall periodically, without advance notification, inspect the dining service facility and equipment. Consultant inspectors of the Arkansas State Health Department and the university shall have complete cooperation and access to all dining service, production, and storage areas, on inspections, which they may conduct.
- d. The supplier representatives who normally provide service checks and reports as part of their equipment or product service shall be encouraged to do frequent inspections. A copy of all inspection reports shall be furnished to the university contract administrator. The supplier is responsible for implementing corrective operation measures required as a result of these inspections and reports with notification and by mutual agreement of the university.

**B. Sanitation**

- a. The supplier will maintain the kitchens in immaculate condition. The floors will be kept clean throughout the day and there will be little or no trash, such as cardboard boxes, towels, books, etc., lying on top of refrigerators, range shelves, or dish tables. Each department will have quick and easy access to mop and other necessary cleaning utensils and supplies.
- b. The supplier will clean and sanitize the dish rooms with little or no excess water spills on the floors. The trash cans in the kitchens will all be lined with plastic liners; none will be overflowing, and all will have covers on them.
- c. The supplier will clean the receiving docks ensuring it smells sanitary and will be free from flies.
- d. All food in the walk-in refrigerators and freezers will be covered with plastic wrap or aluminum foil.
- e. The supplier will maintain the entire dining areas including table tops, floors, and trash removal during hours of operation. The supplier will be responsible for periodically deep cleaning, waxing and buffing the dining area floors as needed.
- f. Steam tables, coffee urns, griddles, condiment containers and tables, etc., will be cleaned at least daily by the supplier.
- g. Kitchen tables, meat grinders, knives, etc., will be cleaned and sanitized after each use by the supplier.
- h. Dining room tables, beverage counters and salad bars will be constantly wiped and kept in spotless condition throughout each meal by the supplier.
- i. Cooking surfaces of grills, griddles and similar cooking devices shall be cleaned by the supplier at least once a day and shall be free from encrusted grease deposits and other debris.
- j. The supplier will provide daily housekeeping, cleaning, maintenance, sanitation service, janitorial equipment and cleaning supplies for all dining service facilities and equipment used by the supplier. This shall include, but is not limited to, receiving and storage areas, kitchens, refrigerators, freezers, dining and service areas, offices, hallways, trash and garbage areas, windows and doors (inside).
- k. Non-food contact surfaces of all equipment in the operation of dining services, including counters, shelves, mixers, grinders, slicers, hoods and filters, shall be cleaned at such frequency as is necessary to be free from accumulation of dust, dirt, food particles and other debris.

**C. Periodic Cleaning**

- a. During closedown periods, December and May, the supplier will perform thorough cleaning of floors, windows, offices, large and small equipment, and all other areas in all building

locations primarily used by the supplier. The university is to take part in the closed down inspection together with a food service manager.

- b. Hood grease filters shall be professionally cleaned at the supplier's expense during close down periods, December and May.
- c. Ovens shall be thoroughly cleaned each week in order to prevent grease build-up (fire hazard), and again during closedown periods.

**D. Solid Waste Disposal**

- a. All dry garbage shall be disposed of in a sanitary manner by being placed in four (4) to six (6) mil plastic bags, tops tied, and thrown into the dumpster. Garbage shall not be thrown into the dumpster without first being placed in a plastic bag. Used cooking oil shall be disposed of in the appropriate receptacle. Boxes will be crushed and placed in a recycling container.
- b. UA Little Rock will coordinate and be responsible for trash and garbage removal.

**2.6. Food Preparation, Storage, and Presentation Requirements**

**A. Menu Boards**

- a. The supplier shall maintain daily menu boards. Daily menus must showcase a diverse range of cuisines and dietary-friendly options, with clear labeling for vegan, vegetarian, gluten-free, and other dietary needs. To ensure variety, the supplier must include at least one themed option weekly, such as 'International Cuisine Night' or 'Vegetarian Day.' Nutritional information should be easily accessible, ensuring all options meet the needs of UA Little Rock's diverse community.
  - i. Suppliers must ensure menus are ADA compliant or offer menus in an alternative, ADA compliant format.
- b. Current catering menu and fees, weekly menu and general menu for the following week will be published daily on websites, social media, posted on the UA Little Rock Dining Services website, and should be provided to the UA Little Rock Office of Communication for inclusion in "This Week at UA Little Rock" newsletter.

**B. Food Preparation**

- a. The supplier shall prepare all food, to the greatest extent possible, on the day it is to be served. Hot foods will be cooked continuously during the entire serving period. Cooking and serving temperatures and cooking time will be regulated in order to ensure that nutrient, textural, and flavor characteristics of the food are maintained. Salads and sandwiches will be prepared as close as possible to the time of serving.
- b. Hot foods should be hot; cold foods should be cold. Progressive cooking will be the normal method of operation, staggering the hot entrees and vegetables so that relatively small amounts become ready for serving at progressive periods during the meal. The majority of all bakery items are to be baked fresh on campus.
- c. The supplier will have and utilize a standard recipe system. Cooks and bakers will be required to follow standardized recipes for all production items.
- d. The following minimum food specifications are established and shall be maintained:
  - i. Beef and Veal, USDA Choice
  - ii. Pork and Lamb, USDA "1"
  - iii. Poultry, USDA Grade "A"
  - iv. Frozen Foods, USDA Grade "A" Fancy
  - v. Fresh Produce, USDA "1" Quality
  - vi. Canned Goods, USDA Grade "A" Fancy
- e. The university reserves the right to periodically review all invoices to ensure these specifications are being met.

**C. Food Presentation**

- a. The supplier must maintain a high standard of food presentation, ensuring freshness and appeal throughout service hours. A focus on 'scratch-made' and freshly prepared items is required for maximum taste and appeal. Buffet items and serving lines should remain replenished and visually appealing, meeting quality standards for temperature, taste, and display throughout the day.
- b. Certain food accompaniments will automatically be served with some dishes and placed on the condiment table. Examples include applesauce with pork, cranberry sauce with turkey, tartar sauce and lemon slices with fish, vinegar with greens and mint jelly with lamb.
- c. Sauces, cream, sugar and appropriate sugar substitutes will always be available next to coffee cups; ice will be available next to the tea; and butter will be available next to the bread.

**D. Food Storage**

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

**E. Previously Served Food**

- a. Any food, which has been previously served to any other person or returned from any counter or table, must be disposed of. However, wrapped food which has not been unwrapped and which is wholesome may be reserved.

**F. Food Inventory**

- a. If the present supplier is not the successful supplier, the university shall purchase the existing food supply inventory, or the present supplier may choose to remove food and supply items rather than sell to the university.
- b. In the event the university purchases these items, the new supplier, in turn, shall purchase from the university. Such purchases of inventory by the new supplier shall be only of such merchandise as is in good usable quantity.

**2.7. Fresh Food Vending Solution**

**A. Management and Operational Requirements**

- a. The supplier(s) is responsible for the set-up, installation, and operational efficiency of all vending equipment, accessories, and products for all fresh food vending machine locations that may now exist or may be added in the future.
- b. The premises, equipment, supplies, and facilities shall be maintained in satisfactory condition throughout the term of this contract. The supplier(s) shall adhere to the highest standards of cleanliness and sanitary practices.
- c. The supplier(s) shall act promptly to notify the university and remove products that become subject to a product recall as quickly as possible.
- d. The supplier(s) shall remove expired products daily.
- e. Recognizing that a successful vending program depends on favorable responses from users, the supplier(s) shall meet regularly to work with the contract administrator and/or authorized committees to maintain maximum efficiency and good public relations with students, faculty, and staff.

- f. The supplier(s) shall be responsible for control of keys and building access cards obtained from the university and shall be responsible for all costs associated with rekeying and replacement of locking materials as a result of loss.
  - i. The supplier(s) shall be responsible for losses resulting from not properly securing or maintaining the security of an area while performing tasks required by this contract. That is, if the supplier(s) uses keys or access cards to enter an area he/she must not prop open the door and must ensure that the door properly closes when he/she departs the area.
  - ii. The university shall provide the supplier(s) with routine campus protection currently available to vending services, such as night patrol, door checks, security consulting, call responses, etc.
  - iii. The university and the supplier(s) shall mutually determine the additional security measures required to control unauthorized access to all vending service areas included in the contract.

**B. Equipment Requirements**

- a. The supplier shall, without cost to the university, supply, install, service, and maintain all fresh food vending machines, which comply with the following and must maintain ample stock of all products dispensed and sold in the machines provided.
- b. All machines are to be new or recently refurbished equipment in exceptional operating condition and physical appearance. Before the start of the agreement and any subsequent equipment installation, equipment models proposed by the selected supplier must be approved by the university.
- c. The university reserves the right to reject certain machine models, or graphic treatments or to order the removal of any individual machine at its sole discretion. The supplier will remove the equipment promptly upon the university's request.
- d. All machines will have a ground fault circuit interrupter (GFCI) installed by the supplier and the same will remain active at all times.
- e. All machines must be plugged into a supplier provided vending miser (a power saving device) or be Energy Star certified.
- f. All equipment shall have the highest energy efficiency ratings possible.
- g. The university will provide utilities and space for designated vending areas and furnish access to UA Little Rock property during regular business hours or as otherwise designated by the university.
- h. The supplier shall provide the number of machines currently required by the university. By mutual agreement, the university and the supplier will determine the location of each new machine or removal of the current supplier machine to maintain the appropriate staff/student-to-supplier ratio and obtain maximum revenue generation. If the university sees a pattern of empty machines, the supplier will either need to refill the machines more frequently or add another machine in that area to satisfy the product demand.
- i. Appropriate consumer information shall be affixed to each machine, including a unique, clearly visible identification number, a repair service telephone number, and the procedure for obtaining a refund.
  - i. Refund money must be made available, as requested, to provide immediate refunds to those who lose money in vending machines.
- j. All equipment shall be equipped with multiple payment options, including a coin mechanism accepting any combination of nickels, dimes, and quarters, a dollar bill validator, debit/credit cards, Google Pay, Apple Pay, and Samsung Pay. As additional payment technologies



become available and generally accepted within the vending industry, expanded payment options for credit/debit cards or other cashless payment options are expected to be incorporated into on-campus machines by the supplier.

- k. All equipment should be capable of accepting Trojan Express (FLEX) Dollars as a form of payment at the time of installation. If this is not possible, the successful supplier must notify the contract administrator in writing with the reasons and one or more proposed remedies. Suppliers must outline the type of technology that they will utilize for the Debit/Credit reader.
- l. ADA Requirement: All vending machines and associated parts must meet current ADA standards; including but not limited to the requirement for all operable parts to meet the required reach ranges, between 15" and 48" above the finish floor.

## **2.8. General Requirements**

### **A. Retail Sales Program**

- a. The supplier shall provide and maintain a mix of recognized and popular national/regional/local brands designed to satisfy diverse food preferences. Suggested brands may include Chick-fil-A, Wingstop, or others that have high appeal among students. Suppliers may provide branded menu items or feature themed options that replicate popular chain-style foods to align with student demand.
- b. The supplier will provide a clear and concise plan of the retail services brand group that is being proposed for the university.
- c. The supplier will provide a detailed market-driven plan for all retail services to be provided, including rationale per location, menu mix, and price outline to be approved by the university.
- d. The supplier must provide a price list of all retail products. The university must agree to pricing and all prices shall remain firm for each term of the contract.

### **B. Pricing**

- a. The supplier must provide a price list including all items for breakfast, lunch, and dinner. The university must agree to pricing and all prices shall remain firm for each term of the contract period.
- b. The supplier must provide and have approved by the university a plan for prorating charges for meal plans that are added or removed throughout the term.
- c. The university recognizes that labor and food costs may fluctuate annually. However, for each contract year, any price increases that may be proposed must be documented and justified to the university. The university reserves the right to approve or reject all price changes. In no event except by university request, will price changes increase or be allowed to be more than that portion of the Consumer Price Index for the region as mutually agreed upon by the supplier and university. All increases must conform with any Federal or State statutory changes directly affecting dining service operation costs (e.g., sales tax, minimum wage).

### **C. Meal Plans**

- a. The supplier will assume the current meal plan offering and pricing for the first contract year. Revisions to the meal plan for subsequent years will be proposed to and approved by the students with coordination from the university.
- b. All meal plan changes must be approved by the university.
- c. All retail operations should provide at least 2 meal equivalency options for students on residential dining plans.
- d. The supplier must provide university-approved breakfast, lunch, and dinner options for special dietary requirements including but not limited to gluten-free, diabetic, and vegan diets.

- e. Authentic ethnic and international menu items (ingredients and methods of preparation) are well received and should be offered at least weekly.

**D. Personnel Requirements**

a. Employment Requirements

- i. The supplier shall comply with all applicable governmental regulations related to the employment, compensation, and payment of personnel and shall abide by all rules and regulations concerning the employment of minors.
- ii. The supplier will not discriminate against any employee or applicant for employment because of race, creed, color, age, gender, sex, or national origin, and will make a diligent and continuing effort to ensure they are afforded equal employment without discrimination.
- iii. The supplier and all employees of the supplier shall observe all university rules and regulations that are applicable to university employees while on campus and all personnel of the supplier shall be subject to dismissal for conduct that is considered offensive or in violation of university policy by the university contract administrator.
- iv. UA Little Rock is a tobacco free campus. Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and athletic facilities, owned or operated by UA Little Rock and on and within all vehicles on the university property, and on and within all university vehicles at any location.
- v. The following conduct is unacceptable for the supplier's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background, gender, or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness.
- vi. The supplier will conduct and pay for criminal background checks (criminal and sex-offender) and drug testing on all current and prospective dining service employees to the satisfaction of the university, and shall provide results of these background checks to the university as requested. Employees will not be permitted to work on campus until all background checks have been completed. No level of sex-offender will be permitted to work on campus.
- vii. The supplier shall have available corporate headquarters' support in the form of administrative, dietetic, and personnel supervision, with visitation to the university dining services sites at least on every semester or as requested by the university.
- viii. An adequate staff of employees shall be on duty for the efficient, prompt, and clean service of food. All employees assigned by the supplier shall be capable, experienced, and trained to perform the work. They shall be physically able to do the work and be free of any communicable disease.

b. Management and Supervision

- i. The supplier will provide a full-time qualified service manager and assistant managers and provide such expertise as needed (e.g., administrative, dietetic, purchasing, equipment consultation, personnel and supervision). Assignments of management personnel must be approved by the university and no changes in management personnel will be made without prior consultation and consent of the university. A manager must be present during serving hours in the dining hall.
- ii. A full-time qualified manager shall be on duty in the dining room or serving area of the facility, during service hours, in order to observe the entire operation, handle emergencies

and in general, be available to customers. Managers working or serving behind serving lines shall not be considered as monitoring the dining area.

- iii. All management personnel shall continue serving in the individual units on campus only so long as their work is acceptable to the university contract administrator. UA Little Rock reserves the right to require the replacement of any management personnel because of operating difficulties determined to be the result of on-site management.
- iv. Management personnel shall be certified by the Arkansas State Department of Health as Certified Food Service Sanitation Managers within three (3) months of employment. They shall have a minimum of three years' experience in dining service management or evidence of other dining service experience. A resume of all dining service management shall be submitted upon request.
- v. In addition, the supplier shall provide a monitor or proctor, the latter which may be a student, to supervise the dining service areas during peak times. The specific duties of the monitor or proctor shall be to see that the dining room tables, chairs, salad bar, etc., are maintained and kept neat and clean as well as immediate cleaning of all spillage.
- vi. All management personnel shall continue serving in the individual units on campus only so long as their work is acceptable to the university contract administrator. The university reserves the right to require the replacement of any management personnel because of operating difficulties determined to be the result of on-site management.

c. Training Requirements

- i. The supplier shall provide, at no cost to the university, training on a continual basis for the dining service workers employed by the supplier, which will ensure that all employees perform their jobs with highest efficiency, courtesy, and sanitation. Topics to be covered should include principles of dining service, sanitation, prevention of food borne illness, use and care of equipment and utensils, portion control, methods of servicing, safety, job skills, sanitation, all required training for compliance with OSHA MSDS, and other regulatory agencies is the responsibility of the supplier.
- ii. The level of customer service by employees is very important and the supplier will provide customer service training opportunities to all employees.
- iii. Training sessions shall be held on a regular basis and the training schedule be provided to the university contract administrator or designee.
- iv. All full-time employees shall attend training sessions. Employees hired during the semester shall receive on-site training, and be expected to attend the next scheduled training session.
- v. If part-time employees do not attend these training sessions, they shall be trained for the job performed within one week of employment. An updated roster of all dining services full-time and part-time employees shall be submitted to the university upon request.
- vi. Records of the training will be made available for the inspection of the university's administration.

d. Executive Chef

- i. The supplier shall have on staff an experienced executive chef to oversee and supervise official functions as directed by the university and carry on a continuous training program for other cooks and chefs on the staff.
- ii. The executive chef will maintain excellent quality control, creating new and appealing menus for all official functions.

e. Staff Appearance and Hygiene

- i. All employees are to be uniformed personnel with name badges or other identification prominently displayed. The supplier will bear the cost of identification.

- ii. Suitable uniforms shall be distributed to all employees, clean cotton aprons to chefs on a daily basis, and aprons to other employees as needed. The supplier is responsible for providing and laundering all uniforms and cotton aprons, and must bear the cost of the same.
- iii. The supplier shall be responsible for the neat, clean, and proper appearance of all full-time and part-time employees. The food handlers will conform to all sanitary regulations as may apply to wearing of hairnets, sanitary gloves, etc.
- iv. All employees shall be sober, conscientious, competent, neat and courteous. The supplier shall inspect all food handlers, visually, at least daily, to ensure that they are following established hygienic practices in handling food. These hygienic practices include, but are not limited to:
  1. Bathing daily
  2. Clean outer clothing
  3. Keep fingernails short and clean
  4. Using hair nets, caps or lacquer spray when hair is longer than six inches (applies to both male and female employees)
  5. No artificial fingernails may be used
  6. Washing hands with warm water and soap upon reporting for duty, after each visit to the restroom, and after handling raw meat, fish or fowl.
  7. Report symptoms of infectious diseases, including colds, to medical authorities.

**E. Transition Plan**

- a. If the incumbent supplier is not the successful supplier, in turn, shall purchase the existing inventory owned by the university. Such purchases of inventory by the new supplier shall be only of such merchandise as is in good usable quantity.
- b. The supplier must agree to purchase any unamortized investments from the incumbent provider if the incumbent is not selected.
- c. Suppliers must submit a transitional plan detailing the steps that will be taken, in chronological order, if selected to assume control of the account from the current Food Service Provider. Incumbents may choose to substitute a plan detailing what it will do to implement any changes submitted in the proposal should it be successful in retaining the account.

**F. Sustainable Partnership**

- a. As part of our commitment to sustainability, UA Little Rock seeks to establish a sustainable partnership that promotes environmentally and socially responsible practices in regards to food waste management.
- b. Suppliers should provide solutions in their submitted proposals.
  - i. Solutions should outline a food rescue option for potential food waste that is still viable and labeled according to Health Department and Serve Safe standards.
  - ii. Solutions should include a plan to minimize food waste.
  - iii. Solutions should include a plan for sustainable and environmentally responsible take out or to-go containers.
- c. Suppliers will be required to provide reporting each quarter on the sustainability efforts and are encouraged to provide samples of such reporting.

**G. Insurance Requirements**

- a. The supplier shall maintain liability insurance and shall file certificates of insurance with the university prior to the commencement date of the agreement and on an annual basis.

- b. Insurance policies shall be written by a company or companies authorized to do business in the State of Arkansas.
- c. Failure to file certificates or acceptance by the university, which does not indicate the specified coverage, shall in no way relieve the contractor of their responsibility for maintaining adequate insurance.

**H. Supplier Contract Management Requirements**

- a. The supplier's unit manager will have prearranged bi-weekly meetings with the university contract administrator or designee, to discuss the dining operation, services, and types of food served and to cooperate at all times to determine maximum efficiency and good public relations in the operation of dining services.
- b. Twice per year the leadership of the supplier and the university will engage in a strategic planning retreat to set goals, objectives, and assessment for the year and follow-up on progress of said strategic plan.
- c. The unit manager or designee will attend all Student Affairs leadership meetings, Auxiliary Services leadership meetings, and any other meeting or event the university deems integral to the continued partnership.
- d. The supplier will provide 500 free meal vouchers, per annual contract term, to be used by the university in quality control surveys.
- e. The supplier must offer faculty and staff incentive programs to encourage faculty and staff to dine on-campus with students.

**I. Technology**

- a. The supplier shall be responsible for all costs related to the electronic meal program identification system, including hardware (e.g. point of sale devices, kiosks, computers), software, and on-going supplies.
- b. Any ISP needs, other than what can be provided by the existing infrastructure of the university, will be the responsibility of the supplier at the supplier's expense.

**J. Marketing**

- a. The supplier shall take every opportunity to advertise all services available to the campus community. The supplier will need to maintain an ongoing marketing strategy with a particular, but not limited to, focus on university orientations, welcome weeks, finals weeks, open house events, residential students, and all university events.
- b. The university is dedicated to providing a quality-dining program. Consequently, customer service is paramount. Therefore, the supplier will be required to conduct at least one (1) customer satisfaction survey each semester, with prior approval from the contract administrator or designee. The results of the survey shall be provided to the contract administrator within thirty (30) days of the completion of the survey.
- c. The supplier shall provide and maintain an informational website for the dining services program that is linked to the university's website. The website shall contain information on dining locations, days/ hours of operations, menus, meal plans, catering services, and catering services ordering and scheduling. The website and information is to be kept current at all times.
- d. All marketing initiatives will be revised annually, to include:
  - i. Market development strategies for all segments of the dining services program.
  - ii. Description of measurement tools to be used to gain insight into customer satisfaction, food preferences and overall effectiveness.

- iii. Outline the function of the marketing manager including how they will interface with customers to deliver the message of the dining services program and receive constructive feedback.

## **2.9. Facilities and Utilities**

### **A. Facilities**

- a. UA Little Rock will provide all necessary equipment and facilities for the use of the supplier. The supplier shall have the exclusive use of the fully equipped, ready to operate in the dining facilities listed herein, which include kitchens, dining rooms, furnishings, dishes, utensils, silverware, catering wares and all other dining room and kitchen equipment owned by the university.
- b. The supplier will reimburse the university for required, or desired, system upgrades and maintenance in addition to the terms of this agreement.
- c. The supplier will not be responsible for normal wear and tear of equipment and facilities if used within the scope of this contract. "Normal Wear and Tear" is defined as the act of wearing under normal use (not abuses); to impair or diminish by use or attrition; to consume or waste gradually by fatigue, use by the passage of time according to the life expectancy of each piece of equipment (each piece of equipment has its own life depreciation).
- d. The supplier's unit manager will be responsible for the immediate reporting of all needed repairs. Damages caused by carelessness or negligence of the successful supplier or its employees shall be repaired promptly by the university or with university approval and oversight and to the standards set by the university at the supplier's expense.
- e. Any repairs of critical priority or emergency must be reported immediately to the university.

### **B. Utilities**

- a. The supplier agrees to conserve utilities and treat all facilities and equipment with prudent care. All utilities (electricity, hot and cold water, steam, air conditioning, etc.) necessary for the dining service operation will be provided by the university.
  - i. The university shall not guarantee, however, an uninterrupted supply of water, steam, electricity, air conditioning, etc., but it shall be diligent in restoring service following an interruption.
  - ii. The university shall not be liable for any product loss that may result from the interruption or failure of any such utility services.

## **2.10. Financial Requirements**

### **A. General Costs**

- a. Unless outlined otherwise, the supplier shall be responsible for all costs of dining service operations and will hold the university harmless from any and all claims, demands, or liabilities on account thereof. Other costs borne by the supplier will include:
  - i. All applicable maintenance and licensing fees
  - ii. Technology/computer support
  - iii. All dining services employees' wages, payroll taxes, and fringe benefits
  - iv. Complete insurance coverage
  - v. Telephone expenses (long distance only)
  - vi. All motor vehicles required by the supplier to perform this service
  - vii. Laundry, paper, kitchen supplies, etc.
  - viii. Food and supplies (discounts are to be credited to each operation)
  - ix. Menu planning by professional dietitians
  - x. Training of personnel
  - xi. Marketing material

- xii. Vent hood cleaning
- b. The supplier will procure and pay for all food and food supplies utilized under this agreement.

**B. Reporting**

- a. The supplier shall retain accurate, complete, and separate books, records and accounts in accordance with generally accepted accounting principles reflecting the supplier's operations.
- b. The supplier shall make available to the university, upon request, records and supporting data for inspection and audit.
- c. At the close of each month's accounting period the supplier must provide the university with a summary income statement for all sales occurring under this Agreement broken out by food service location and catering for the month's operation and year-to-date.
- d. The supplier must provide quarterly and annual operating statements reflecting cumulative operating results.
- e. The supplier must provide a spend report according to regulations set forth in the Local Food, Farms, and Jobs Act (Act 617 of 2017). The supplier shall work toward a goal to spend 20% of the amount budgeted in fiscal year purchases of food products on local farms or food products.
- f. Quarterly financial statements are to be provided by the tenth working day of the month following each quarter year-end, designated as September 30th, December 31st, March 31st, and June 30th to the university contract administrator or designee.
- g. The supplier shall submit to the university, within sixty (60) days following the close of its fiscal year, an annual audit of dining service records, by a certified public accounting firm.
- h. The supplier shall report to the university's Office of Public Safety any and all acts of fraud, vandalism, damage, abuse, or lost/stolen items. The supplier shall request a university incident report and place on file a copy of that report to the contract administrator for the contract file. Any and all actions to reduce damage and or loss revenues will be discussed and mutually agreed upon by the supplier and university.

**C. Private Use of Bond-Financed Facilities**

- a. The IRS has set forth the conditions which a management or service contract must meet when the service involves the use of tax-exempt bond-financed facilities. Any resulting contract from this RFP must conform to IRS Revenue Procedure 97-13.

**D. Investments and Upgrades**

- a. The supplier shall work with the university, through the entirety of the contract, to identify and implement any facility and equipment upgrades and repairs, and enhancements to the dining facilities, as may be permitted by IRS Revenue Procedure 97-13.
- b. The supplier will annually update any outstanding renovation project recommendations with the Contract Administrator. To include:
  - i. Detailed schematics and outline of the supplier's proposals for renovation, renewal/or development of facilities for all UA Little Rock dining and food locations.
  - ii. Include a detailed budget for all renovation proposals.
  - iii. Include plan and detailed budget for large (\$2,500) equipment purchases.
  - iv. Include intercompany development and design resources that will be available to the projects at the expense of the supplier.

**2.11. Performance Standards**

- A. State law requires that qualifying contracts for services include Performance Standards to measure the overall quality of services provided. The university's Performance Standards are outlined in Table B.
- B. Performance Standards identify expected deliverables, performance measures, or outcomes and define the acceptable standards a supplier should meet to avoid assessment of damages.
- C. The university may be open to Performance Standards negotiations before the contract award, before the commencement of services, or throughout the contract duration.
- D. The university **shall** have the right to modify, add, or delete Performance Standards throughout the contract's term should the university determine it is in its best interest to do so.
- E. Any changes or additions to performance standards will be made in good faith following accepted industry standards and may include the input of the supplier to establish reasonably achievable standards.
- F. All changes made to the Performance Standards **shall** become an official part of the contract.
- G. Performance Standards **shall** continue throughout the term of the contract.
- H. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.
- I. If a Performance Standard is not met, the supplier will have the opportunity to defend or respond to the insufficiency.
- J. The university **shall** have the right to waive damages if it determines there were extenuating factors beyond the supplier's control that hindered performance. In these instances, the university shall determine the performance acceptability.
- K. Should any compensation be owed to the university due to the assessment of damages, the supplier should follow the direction of the university regarding the required compensation process.

SERVICE CRITERIA	ACCEPTABLE RANGE	DMG FOR INSUF. PERFORMANCE
Supplier must comply with all statutes, regulations, codes, ordinances, licensure, or certification requirements applicable to the contractor or his agents and employees as it pertains to the subject matter of this contract. This applies to Arkansas as well as nationwide.	Zero (0) tolerance	Cause for contract cancellation
Supplier must comply with all food preparation, serving, and handling requirements for such an operation in a public environment.	Zero (0) tolerance	Cause for contract cancellation if remedy is not made quickly upon notification. Repeated violations will result in contract cancellation.
Sanitary procedures must be employed at all times in preparation and service.	Zero (0) tolerance	Supplier will be responsible for all costs associated with bringing sanitation standards back to satisfaction. Repeated



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		violation may be cause for contract cancellation.
Food served meets all compliance as requested in the RFP.	Zero (0) tolerance	Cause for contract cancellation
Regular Meetings with UA Little Rock as required in scope of work.	Zero (0) tolerance.	Supplier will work to reschedule meetings if needed. Repeated violation may be cause for contract cancellation.
Semesterly Customer Satisfaction Survey	Due each semester within thirty (30) days of survey completion.	Supplier will work to reschedule meetings if needed. Repeated violation may be cause for contract cancellation.
Annual Financial Reports	Due no later than sixty (60) days after the fiscal year	May be cause for contract cancellation.
Quarterly Reports	Due no later than ten (10) days after the quarter end.	May be cause for contract cancellation.

*Table B*

## Section 3 - Selection

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

### 3.1. Selection Process

- A. UA Little Rock will review each Technical Proposal Packet to verify submission requirements have been met. Technical Proposal Packets that do not meet submission requirements may be disqualified and may not be evaluated.
- B. The university may conduct cost checks based on the cost submitted by each prospective supplier on the completed Pricing response.
  - a. Prospective suppliers submitting responsive proposals with a proposed cost that falls twenty-five percent (25%) or more from the average submitted cost may be asked to justify their submitted cost.
  - b. Should the university request clarification and/or additional information regarding cost, prospective suppliers shall provide clarification and/or additional information as specified by the request.
- C. A university appointed evaluation committee will evaluate and score qualifying Technical Proposals.
  - a. Evaluation will be based on the prospective supplier's response to the Information for Evaluation section included in the Technical Proposal Packet. See Table C for the scoring scale.
  - b. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
  - c. After individual evaluations are complete, the Evaluation Committee will meet to discuss their ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criterion.
  - d. After the committee discusses their individual scores as a group, each member will have the opportunity to change their initial individual scores, if they feel that is appropriate.
  - e. The final individual scores of the evaluators will be recorded on the Overall Score Sheets and averaged to determine the consensus score for each proposal.
  - f. Other agencies, consultants, and experts may also examine documents at the discretion of the university.

SCORE	DESCRIPTION
10	The response provides metrics clearly establishing that the prospective supplier is reliable and capable of fully performing the required scope of work.
5	The response provides metrics suggesting that the prospective supplier's level of performance may be acceptable, but it does not clearly establish that the prospective supplier is reliable and capable of fully performing the required scope of work.
0	The response provides metrics clearly establishing that the prospective supplier is unreliable and incapable of fully performing the required scope of work.

*Table C*

### 3.2. Technical Proposal Score

- A. The Information for Evaluation section has been divided into four sections. Each subsection has a maximum point value of ten (10), and is weighted according to its significance as determined by the

university. The total point value for each subsection is reflected below as the Maximum Raw Score Possible.

a. Experience

- i. The Experience subsection included in the *Technical Proposal Packet* allows prospective respondents to differentiate themselves based on their experience, technical capability, and understanding of the university's specific needs.
- ii. Prospective respondents should identify expertise in the form of a claim and provide relevant experience to support each claim.
- iii. Prospective respondents should use verifiable metrics (number of accounts, size of accounts, years of experience, customer satisfaction ratings) to support each claim.

b. Solution

- i. The Solution subsection included in the *Technical Proposal Packet* allows prospective respondents to differentiate themselves based on their proposed solution and/or approach to solve the university's specific needs.
- ii. Prospective respondents should provide a high-level overview of the prospective respondent's proposed solution and/or approach to services using the requirements outlined in the solicitation.
- iii. Proposed solutions should be non-technical and include the prospective respondent's recommendations for meeting the objectives and requirements of the solicitation.
- iv. Additional service options and recommendations above and beyond those included in the proposed solution should be included in the Recommended Options Form.

c. Risk

- i. The Risk subsection included in the *Technical Proposal Packet* allows prospective respondents to identify and prioritize major risks that they reasonably foresee could potentially prevent or impair the prospective respondent's delivery of the solution as offered in the proposal or otherwise fail to meet the university's desired outcome, specifications, and performance standards, and how they will mitigate, manage, and/or minimize each risk listed.
  - a. Prospective respondents should include sources, causes, or actions that are both within and beyond the control of the prospective respondents that they reasonably foresee may cause cost increases, delays, amendments, or dissatisfaction with the university.
  - b. Risks should be described in simple, clear, and non-technical terms.
  - c. Prospective respondents should explain how the prospective respondents will mitigate, manage, and/or minimize each risk listed.
  - d. The Documented Performance cell should include details such as how many times any identified risk was previously mitigated and the impact on the prospective respondent's performance in terms of time, cost, and client satisfaction.

d. Interview

- i. The issuing buyer will contact the prospective suppliers with the top technical proposal scores to schedule an interview.
- ii. Prospective suppliers shall attend the interview as scheduled by the university.

- iii. Evaluators will complete an Individual Score Worksheet for each interview. Evaluation will be based on the prospective supplier's responses to questions presented during the interview. Individual scoring for each interview will be based on the Scoring listed in Table C.
- iv. During a final consensus meeting, after all interviews are complete, Evaluators will have the opportunity to discuss the interviews and change their individual interview scores on the Overall Score Sheet, if they feel that is appropriate.
- v. The final individual scores of the Evaluators will be recorded on the Overall Score Sheet and averaged to determine the group or consensus score and rank for each proposal.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
Experience	10	15	140
Solution	10	40	210
Risk	10	20	140
Interview	10	25	210
<b>Total Technical Score</b>	<b>40</b>	<b>100%</b>	<b>700</b>

*Table D*

The supplier's weighted score for each subsection will be determined using the following formula:

$$(A/B)*C = D$$

A = Actual Raw Points received for subsection in evaluation  
 B = Maximum Raw Points possible for subsection  
 C = Maximum Weighted Score possible for subsection  
 D = Weighted Score received for subsection

- B. Supplier's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.
- C. Responses that do not receive a minimum total weighted technical score of **300** may not move forward in the solicitation process.
- D. Pricing for proposals that do not move forward shall not be scored.

**3.3. Cost Score**

When pricing is opened for scoring, the maximum cost points will be given to the proposal with the highest financial proposal, as shown on the Official Solicitation Price Sheet and Financial Proposal Packet. (See Grand Total Score for maximum points possible on the Financial Proposal.)

The number of cost points given to the remaining proposals will be allocated by using the following formula:

$$(B/A)*C = D$$

A = Highest Total Financial Proposal Total Cost  
 B = Second (third, fourth, etc.) Highest Total Financial Proposal  
 C = Maximum Points for Highest Total Financial Proposal  
 D = Total Cost Points Received

**3.4. Grand Total Score**

The Technical Score and Presentation Score will be added together to determine the Grand Total Score for the supplier. The supplier with the highest Grand Total Score will be selected as the apparent successful supplier. Based on the ranking of the proposals, the university may move forward in discussions with those responsible prospective suppliers determined to be reasonably susceptible to being selected for award. (See Award Process.)

	<b>MAXIMUM POINTS POSSIBLE</b>
Technical Proposal - Information for Evaluation	700
Cost	300
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

*Table E*

**3.5. Discussions**

- A. The university will move forward into discussions with the responsible prospective supplier(s) whose proposal(s) have been determined to be reasonably susceptible to being selected for award.
- B. Discussions may be conducted with the highest-ranking prospective suppliers based on the grand total score for each proposal or with multiple prospective suppliers reasonably susceptible to being awarded a contract.
- C. Should the university choose to engage in discussions with the highest-ranking prospective suppliers, the prospective suppliers invited to participate in discussions **shall** provide all documents required during discussions.
  - a. Should the university determine, through the discussion process, that the prospective supplier's solution, approach, timelines, deliverables, expectations of the university, or a combination thereof makes the prospective suppliers no longer reasonably susceptible to being awarded a contract, the university may abandon discussions with that prospective supplier and may proceed to additional rounds of discussions with the next highest-ranking prospective supplier.
- D. Should the university choose to engage in discussions with multiple prospective suppliers contemporaneously, each prospective supplier invited to participate in discussions **shall** provide all documents required during discussions.
  - a. Should a prospective supplier not provide the required documents within the timeframes requested by the university or choose not to engage in the discussion process, the prospective supplier's proposal will be considered withdrawn and will not be subject to further consideration in the solicitation process.
- E. If discussions necessitate material revisions of proposals, each responsible prospective supplier reasonably susceptible of being awarded a contract will be provided an opportunity to revise its proposal for the purpose of submitting a best and final offer.
- F. During the discussion kick-off meeting, the prospective supplier shall provide the following documents to the university:
  - a. A detailed scope of work clearly identifying the prospective supplier's understanding, implementation, and performance of services required in this solicitation, including all activities required by the supplier and all activities expected by the university.

- b. A risk management plan intended to mitigate any risks, including but not necessarily limited to, the risks identified in the risk plan submitted in the prospective supplier's Technical Proposal Packet
- c. A proposed financial summary, including
  - i. The completed pricing response and recommended options form submitted in the prospective supplier's Technical Proposal Packet
  - ii. A proposed payment schedule.
- G. Proposed project management and reporting templates.
- H. During the discussion's kick-off meeting, the prospective supplier shall address questions and/or concerns the university may have to the satisfaction of the university.
- I. During discussions, the prospective supplier shall revise the discussion documents until an agreement is made and the university has provided final approval.
  - a. The prospective supplier shall attend follow up meetings as determined necessary by the university. Reasonable efforts will be made to accommodate scheduling conflicts.
- J. During discussions, the prospective supplier shall present a final draft of the discussion documents to the university, including, at minimum:
  - a. A summary of all plans and scope of work developed during the discussion process and mutually agreed upon by the university and the prospective supplier.
  - b. A detailed scope of work clearly identifying the prospective supplier's implementation and performance of services required in this solicitation, including all provisions negotiated and agreed upon by the university and the prospective supplier since the discussions kick-off meeting.
  - c. Description of deliverables in terms of simplified metrics.
  - d. The Risk Management Plan.
  - e. Project management and reporting templates.
  - f. Financial summary, including:
    - i. The completed Pricing Response submitted with the prospective supplier's Technical Proposal Packet.
    - ii. A list of agreed upon and accepted recommended options (with impact to price).
    - iii. A payment schedule.
    - iv. Contact information for the prospective supplier's key personnel.
- K. During discussions, the prospective supplier shall present the final drafts of the items and shall summarize the coordination and planning completed during the discussion process.
- L. Once approved by the university, final drafted documents will become part of the resulting contract.
- M. The prospective supplier may determine which key personnel will attend the discussion meetings.

### **3.6. Anticipation to Award**

- A. Once an anticipated supplier has been determined, the anticipated award will be posted to the university bid website.
- B. It is the responsibility of prospective suppliers to check the bid website for the posting of an anticipated award.
- C. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- D. A contract resulting from this solicitation may be subject to review and approval processes prior to award, which may include Legislative review.

### **3.7. Prospective Supplier's Acceptance of Evaluation Technique**

The submission of a Technical Proposal Packet signifies the prospective supplier's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the responses.

## Section 4 - General Terms and Conditions

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

### 4.1. Acceptance of Requirements

- A. A prospective respondent's past performance with the state, system, or university may be used to determine if the prospective respondent is responsible. (Arkansas Code Annotated Rule R8:19-11-229).
  - A. Proposals submitted by prospective respondents determined to be non-responsible will be rejected.
- 4.1.1. A single prospective supplier must be identified as the prime contractor.
  - A. The prime contractor shall be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents of the state for the performance thereof.
- 4.1.2. By submission of a proposal, the prospective respondent represents and warrants:
  - A. The prices in the proposal have been arrived at independently, without any collusion with another competing prospective respondent.
    - 1. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated §§ 19-11-240 and 19-11-245).
  - B. That the prospective respondent has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the prospective supplier for the purpose of securing business.
- 4.1.3. The prospective respondent should not discuss the solicitation or proposal response, issue statements, or comments, or provide interviews to public media during the solicitation and award process.
- 4.1.4. Goods, qualifications, and services must meet or exceed the required specifications as set forth in the solicitation.
- 4.1.5. The university will not pay costs incurred in the preparation of the proposal.

### 4.2. Payment and Invoice Provisions

- 4.2.1. Invoices are accepted by mail or email. Supplier shall send invoices to one of the following:

PHYSICAL ADDRESS	EMAIL
University of Arkansas at Little Rock ATTN: Accounts Payable 2801 South University Ave Little Rock, Arkansas 72204	<a href="mailto:ACCOUNTSPAYABLE@UALR.EDU">ACCOUNTSPAYABLE@UALR.EDU</a>

- 4.2.2. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the university.
- 4.2.3. UA Little Rock may not be invoiced in advance of delivery and acceptance of any equipment, service, or commodity.
- 4.2.4. Payment will be made only after the contractor has successfully satisfied the university as to the goods and/or services purchased.
- 4.2.5. Suppliers shall provide an itemized invoice for all charges.

- 4.2.6. The Purchase Order Number and/or UA Little Rock Supplier Contract Number (SPC) should be referenced on each invoice.

**4.3. Internship Program**

- 4.3.1. UA Little Rock is expanding its student internship program. All proposers are encouraged to utilize UA Little Rock student(s) in an internship capacity under any resulting contract for the items required under this solicitation. The internship shall be intended to serve as a relevant and meaningful educational enrichment opportunity and may be paid or unpaid depending on the employment relationship. To identify students interested and qualified for internships, opportunities will be posted in Handshake, an online job search platform. For additional information regarding participating in the internship program, please contact the Director of Career Services at 501-916-3584 or email [careers@ualr.edu](mailto:careers@ualr.edu).

**4.4. University On-Site Regulations**

- 4.4.1. UA Little Rock is a tobacco free campus. Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes or vape pens, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and athletic facilities, owned or operated by UA Little Rock and on and within all vehicles on the university property, and on and within all university vehicles at any location.
- 4.4.2. The policies of UA Little Rock, along with sections of Federal and State Laws, prohibit sexual and verbal harassment of any UA Little Rock employees, students, faculty or guests. Sexual harassment includes any unwelcome sexual advance, any request for sexual favor or any other verbal or physical conduct of sexual nature that is so pervasive as to create a hostile or offensive work environment or offensive academic environment. Verbal harassment includes, but is not limited to, the use of profanity, loud or boisterous remarks, inappropriate speech, inappropriate suggestive conduct or body movements or comments that could be interpreted by the hearer as being derogatory in nature. This type of behavior and conduct is not tolerated or condoned on the campus of UA Little Rock. Suppliers and contractors are required to exercise control over their employees, agents and subcontractors to prohibit acts of sexual and verbal harassment and agree as a term and condition that such supplier, contractor, agents, employees or subcontractors may be immediately removed from the project site and from UA Little Rock premises.



## Section 5 - Attachments

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

### Attachment A

#### Food Service Locations

NAME	LOCATION	HOURS OF OPERATION
Business Brewing	Reynolds Business Building	Monday - Friday 6:00 AM - 9:00 PM
Common's Market	University Commons	Monday - Thursday 9:00 AM - 9:00 PM Friday 9:00 AM - 3:00 PM Saturday Closed Sunday 3:00 PM - 7:00 PM
Hissho Sushi	Donaghey Student Center	Monday - Friday 10:30 AM - 3:00 PM Saturday - Sunday Closed
Starbucks	Old Student Union A	Monday - Thursday 7:00am - 4:00pm Friday 7am - 3pm Saturday - Sunday Closed
SubConnection	EIT	Monday - Friday 10:30 am- 3:00 PM Saturday - Sunday Closed
Tres Habaneros	Donaghey Student Center	Monday - Friday 10:30 am- 3:00 PM Saturday - Sunday Closed
Trojan Café	Donaghey Student Center	Monday - Friday Breakfast: 7:00 AM - 9:00 AM Continental Breakfast :9:00 AM - 10:45 AM Lunch:10:45 AM - 2:00 PM Continental Lunch: 2:00 PM - 4:45 PM Dinner: 4:45 PM - 7:00 PM  Saturday - Sunday Brunch:11:00 AM - 01:00 PM Dinner:05:00 PM - 07:00 PM
WOW. American Eats	Trojan Lane	Monday - Thursday 11:00 AM - 9:00 PM Friday 11:00 AM - 3:00 PM Saturday Closed Sunday 6:00 PM - 09:00 PM
Concession Stands Two (2)	Jack Stephens Center	