



WESTERN
Oklahoma State College

Request for Proposal Food Service Operations

RFP Number: 1-RFP-2020

Submission Date: March 30, 2020

Submission Time: 2:00 p.m.

Mandatory Pre-Proposal Meeting: Week of February 10, 2020

**FOOD SERVICE OPERATIONS FOR
Western Oklahoma State College (WOSC)**

CONTRACTORS: Proposals are being accepted to award a contract for the Food Service Operations for Western Oklahoma State College (WOSC) in accordance with the standard terms and conditions and specifications set forth in this Request for Proposal (RFP). Proposals must be received at the address noted below and no later than the date and time of the submission deadline. All proposals must be clearly marked as a sealed proposal with the RFP Number, Opening Date and Time on the outside of the envelope or packing containing the Proposal. WOSC reserves the right to reject any or all proposals. Proposal submissions **MUST** meet all general and specific terms and contain the following:

1. Detailed response to the RFP
2. Statement of Price
3. Certification for Competitive Bid and Contract (Non-Collusion Certification)
4. Supplier Contract Affidavit
5. Certificate of Compliance, if applicable

RFP Number: 1-RFP-2020
Date Issued: January 13, 2020
Submission Deadline: March 30, 2020
Time 2:00 p.m. C.S.T.

Proposal Delivery Address:
Melissa McMahon
Vice President for Business Affairs
Western Oklahoma State College
2801 N. Main Street
Altus, OK 735214

CERTIFICATION: Upon signing this Proposal the Contractor certifies that the Standard Terms and Conditions and specifications have been read as set forth in the RFP, and that the Contractor understands same and agrees to be bound by those Standard Terms and Conditions and specifications when a contract is entered into pursuant to this RFP. The Contractor also agrees that the Proposal incorporates the Standard Terms and Conditions and specifications of this RFP and is the complete and exclusive statement of the terms of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the RFP. Proposals that are not signed will be rejected.

Name of Firm

Federal Tax ID #

Address, City State, Zip

Email Address

Printed Name

Title

Signature of Authorized Individual

Date

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1.0 Introduction

Western Oklahoma State College (WOSC) invites sealed proposals for the operation of our food services.

Sealed proposals must be submitted to the Business Office no later than 2:00 p.m. CST on Monday, March 30, 2020. At that time, sealed proposals will be opened and publicly read.

Proposals must be signed by an authorized official, and must contain a statement that the proposal shall be firm for a period of not less than 180 (one hundred eighty) days from the closing date for the submission of proposals.

This solicitation does not commit WOSC to award a contract, to pay any cost incurred in the preparation of the proposal or to procure or contract for the articles of goods and services. The College reserves the right to accept or reject all proposals received as a result of its request and to cancel in part or in its entirety this request for proposals, if it is in the best interest of the College to do so.

RFP Pre-Proposal Conference. There will be a mandatory RFP conference held on Tuesday, February 11, 2020, from 2:00 to 4:00 p.m. CST in the Pioneer Heritage Center, WOSC, Altus, OK. Participation in the RFP Pre-Proposal Conference is a prerequisite to having a proposal considered during the evaluation process.

Contractors will be given a tour of the food service and production areas of the main campus after the conference. Visitation teams will be limited to three (3) people.

Questions or correspondence regarding the RFP should be directed to:

Melissa McMahon
Vice President for Business Affairs
Western Oklahoma State College
2801 N. Main Street
Altus, Ok 73521
Office: (580)477-7725
Email: melissa.mcmahon@wosc.edu

Mission, Purpose, Vision, and Philosophy

Mission Statement

The mission of Western Oklahoma State College is to provide high quality education, support student success, and empower individuals to become productive members of local, regional, and global communities.

Statement of Purpose

In accordance with our mission, Western's educational programs and services are designed to help people achieve their individual potential, enrich their lives, and become responsible and productive members of society. Thus, Western Oklahoma State College exists for the following purposes:

- to provide a quality and affordable general education for all students;
- to provide a rigorous education in several basic fields of university-parallel study for those students who plan to transfer to a senior institution and complete a bachelor's degree;
- to provide one- and two-year programs of technical and occupational education to prepare individuals to enter the labor market;
- to provide programs of remedial and developmental education for those whose previous education may not have prepared them for college;
- to provide both formal and informal programs of study especially designed for adults and out-of-school youth in order to serve the community generally with a continuing education opportunity;
- to carry out programs of institutional research designed to improve the institution's efficiency and effectiveness of operation;
- to provide student and program support in the form of assessment and guidance services designed to maximize program potential enabling students to reach their educational and career goals; and
- to participate in programs of economic development with comprehensive or regional universities toward the end that the needs of each institution's geographic service area are met.

Vision Statement

Western Oklahoma State College aspires to be an outstanding and innovative community college known for its focus on student success and its service to community and regional development.

Philosophy

Western Oklahoma State College exists for students. The College, with its Board, administration, faculty and staff, is committed to student success, strengthening the community, technology development, and internal and external cooperation. It affirms equal access to all aspects of the institution for the diverse population it serves, and approaches all endeavors with the highest standards of ethics and professionalism -- a commitment to excellence.

Academic Calendar

WOSC's academic calendar can be located on the College website.

<https://www.wosc.edu/index.php?page=Academic-Event-Calendar>

Housing

Western Oklahoma State currently has one residence hall. When originally built the residence hall had a capacity of 96 students. In FY19, Western increased housing by using an overflow hotel, which put Western at a capacity of 100 for FY19. During FY20, Western has increased some rooms to three students to a room and used an overflow apartment, which has put Western at a capacity of 130 for FY20. For FY21, Western expects to increase the usage of the overflow apartment for dorm housing. Western's board has granted permission to look into what it would take to build additional housing in the future.

The residence hall is used by Upward Bound from part of May to end of June. In FY20, Upward Bound predicts 60 students will be living in the residence hall. They also have a banquet at the end of June for approximately 175 people.

Athletics/Activity Groups

Expected number of athletes participating in FY21:

Baseball	65
Softball	25
Women's Basketball	20
Men's Basketball	20
Rodeo	40
Cheerleading	15
Shooting Sports	15
Upward Bound	60

2.0 Instructions to Contractors

1. This RFP is issued by Western Oklahoma State College, which is the sole point of contact during the proposal evaluation process. The contract resulting from this RFP shall be between Western Oklahoma State College, hereafter referred to as "College" and the successful vendor, hereafter referred to as the "contractor" for the provision of Food Services according to the terms set forth herein. The Vice President for Business Affairs shall be the representative of the College responsible for the administration of the contract.
2. Contractors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a contractor discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFP, the contractor should immediately notify Melissa McMahon, Vice President for Business Affairs of such errors and request modification or clarification of the item in question.
3. In the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this RFP, amendments will be provided to all recipients of this initial RFP via email. It will be the contractors' responsibility to provide the College the email address for such notifications.
4. Each proposal shall stipulate that it is predicated upon the terms and conditions set forth in this RFP and any amendments thereto.
5. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the supplement of revision, may result in proposals not being considered. Acknowledgement of all amendments must be in writing.
6. The College will provide reasonable accommodations, including the provision of informational materials in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at the RFP Conference, contact Melissa McMahon at (580)477-7725.
7. The evaluation and selection of a contractor will be based on the information submitted in the contractor's proposal in addition to references and any required on-site visitations. Each contractor shall furnish a complete description of capabilities in the field of food and catering services. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.
8. In order to be considered in the proposal evaluation process, all proposals must be packaged, sealed and show the following information on the outside of the package: Contractor's name, address, RFP Title, proposal due date and time, and the RFP number. The original proposal package with five (5) complete, bound, and tabbed copies, and one (1) USB flash drive containing the presentation must be delivered no later than 2:00 p.m. CST on Monday, March 30, 2020 to: Business Office, Western Oklahoma State College, 2801 N.

Main Street, Altus, OK 73521. Proposals received after this time will not be considered.

9. Proposals should be a complete and concise description of the contractor's ability to deliver the services. Proposals must be organized and presented in the order and by the number assigned in this RFP. Proposals should be typed and submitted on 8" x 11" paper, bound securely. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or otherwise responded to are:
 - i. Executive Summary
 - ii. Introduction
 - iii. Required Contractor Information
 - iv. Response to Minimum Standards
 - v. Response to Equipment & Facilities Management
 - vi. Response to Personnel Section
 - vii. Response to Financial Section
 - viii. Response to Terms, Renewals and Termination Section
 - ix. Response to Proposal and Pricing Section
10. Any proposal submitted should provide a glossary of all abbreviations, acronyms and technical terms used to describe the services or products proposed. This glossary should be provided even if the terms are described or defined at their first use in the proposal response.
11. Contractors may be required to make an oral presentation to clarify their proposal. In conducting these discussions, there shall be no disclosure of any information obtained from any competing contractor. These presentations may be scheduled and held after receipt and evaluation of the proposals to provide an opportunity for the contractor to supplement and/or clarify the proposal for the evaluation team. Should a contractor refuse to honor the request for oral presentation or complete an oral presentation before the date set forth in the calendar of events of this RFP, it may result in disqualification.
12. Representatives from the College reserve the right to inspect the prospective contractor's facilities and other operations under the contractor's management prior to the awarding of this proposal.
13. It is the intent of the College to award a contract to the contractor whose proposal best meets the needs of the College. The College is not bound and will not accept any proposal based on price alone, but will make an award based on the evaluation of all factors set forth herein. The College further reserves the right to reject any and all proposals and the College will be the sole judge as to whether the contractor's proposal has or has not satisfactorily met the requirements of this RFP. The College reserves the right to negotiate with the selected contractor regarding financial issues.
14. Contractors are cautioned that the College is not obligated to ask for or accept, after the closing date for receipt of proposals, data that is essential for a complete and thorough evaluation of the

proposal.

15. The terms and conditions of this RFP are not designed to restrict creativity, but to encourage a fair and equal evaluation of each contractor's response.
16. The contractor should include any capital investment in the RFP submission. The capital investment cost must be assumed by the contractor and reflected in the daily rates and specified proposal.

3.0 Contractor Background and Operating Philosophy

1. The name and address of the operating company and the primary activity (type of business) in which the company is engaged and what secondary activities (if any) it is engaged in.
2. A synopsis proposal - to include concepts proposed for the campus food program. Propose practical, innovative plans that will increase student satisfaction with the College food service.
3. A brief history of the operating company.
4. Provide information related to the company with regard to college and university food service. Explain in detail the duration and extent of experience in the operation of food service. Provide a list of similar operations and locations where you are or have operated food and catering services.
5. Provide information related to the contractor's size and stability. Audited financial statements covering the last two (2) years of operation should support this data. Certification by a Certified Public Accountant may be required to support this data.
6. Has your firm terminated, or had any contracts terminated with a company or installation during the past 24 months? If so, identify the name, address, contact individual and telephone number of that company.
7. Provide five (5) references for entities of a similar scope to this RFP. Include the length of time, name, address and contact information for each operation.

Internal Controls

8. Provide a description of your internal accounting program covering:
 - i. Inventory control
 - ii. Method of recording, checking, and reporting sales
 - iii. Internal control of cash handling
 - iv. Sample of month reporting to be submitted to the College

Food Service Program

9. Provide a standard menu cycle with portion sizes and prices, to include caloric profiles for all items.
10. Provide a catering menu with portion sizes and prices, to include internal and external catering pricing.
11. Describe your staffing strategy and personnel training program(s).

12. Describe your operating philosophy for a college campus. Include any new concepts proposed for our program. Detail any enhancements to the current program, to include a vision specific to student life needs on campus.

13. The successful contractor will design and conduct a food service program that enhances the students' quality of life and is supportive of the educational experience. These specifications are intended to preserve the integrity of the College's food service program, but not restrict creativity or competition. Contractors are encouraged to propose practical, innovative food programs that will increase customer satisfaction with the College food service.

Operations

4. Additional hours as needed for special functions when the College deems it necessary.
5. The food services will operate with the official school calendar and be open every day that the College has classes and/or exams and during registration.
6. Proposed hours of operation are as follows:

Cafeteria

Fall and Spring Semester

Monday to Friday

Breakfast: 7:30 a.m. to 9:30 a.m.

Lunch: 11:15 a.m. to 1:15 p.m.

Dinner: 5:30 p.m. to 7:30 p.m.

Saturday & Sunday

Brunch: 11:00 a.m. to 1:00 p.m.

Upward Bound Summer Semester

Monday to Friday

Breakfast: 7:30 a.m. to 9:00 a.m.

Lunch: 11:30 a.m. to 1:00 p.m.

Dinner: 5:30 p.m. to 7:00 p.m.

Pioneer Grill

Fall and Spring Semester

Monday to Friday

Breakfast: 7:30 a.m. to 10:30 a.m.

Lunch: 11:00 a.m. to 2:00 p.m.

Summer Semester

Monday to Friday

Lunch: 11:00 a.m. to 2:00 p.m.

7. Any early closings will be approved by the College.
8. Holiday hours will be set with College approval and adhered to by the contractor. Contractor will verify that posted hours are adhered to.
9. Dinner meals will be extended in the event that an athletic group is running late and has notified the contractor within 30 minutes of closing.
10. An appropriate selection and amount of food will be available until closing.
11. Dinner meals will include items other than just fast food type items.

12. Contractor will have appropriate supervisory staff present at all times the cafeteria is open.
13. Contractor will ensure that appropriately trained staff answer the phone at all times the cafeteria is open or employees are present.
14. Submit an outline describing the number, portion size and type of entrees, vegetables, salads, desserts, regular feature, etc. to be offered at each meal.
15. Include all menu and service concepts you propose to incorporate.
16. Provide a standard menu of daily entrees for your normal menu cycle including proposed serving sizes along with proposed pricing.
17. Describe proposed hours of operation, if different than those listed in the RFP.
18. Describe plans for obtaining student feedback and satisfaction. Discuss advertising and merchandising strategies, which may be considered after the first semester of the contract and must be competitively priced with existing programs.
19. The contractor will be expected to have allowed for the inflationary factor, etc. in presenting a food service proposal and should not expect College approval to increase prices. Under no circumstances shall there be changes put into effect without having first obtained the written consent of the College. A price change in this context also includes a reduction in the size of any item or serving while charging the original price.
20. The contractor will be expected to stock the following:
 - i. Carry-out containers
 - ii. Cutlery kits
 - iii. Various plastic containers (8 oz., 16 oz., and 32 oz.)

Catering

21. The catering service must be available at all times during the year. Special arrangements may be needed for catering of groups ranging larger than six (6) people.
22. The use of china, flatware, and glassware may be utilized in instances regarded as special occasions and will be requested by the College as needed, as well as table linen service for all evening functions and/or other appropriate events. The availability of food service management staff will be necessary throughout the entirety of catered events. The complete preparation of all foods, beverages, etc. on site will be the responsibility of the contractor's staff at the College. This may include the frequent use of temporary employment of specially trained consultants, chefs, and/or other fine dining service professionals, or staff agreed to prior to the event.
23. Appropriate training is required for all catering staff prior to being assigned to any catering event.

24. Contractor will work with the appropriate College sponsor on College catering events.
25. Catering events will be set up in a timely manner as requested.
26. Any deviation from selected menu or presentation method as requested will be approved prior to event by the appropriate College sponsor.
27. Provide information detailing your proposed catering program, including comprehensive menu and price list for a year beginning for the fall semester 2019.
28. Describe any minimum guarantee requirements for catered services, to include separate price lists for internal and external catering proposals.
29. Describe plans for future programs and environmental changes for the life of the contract.
30. It is understood and agreed that this agreement is subject to the rights of the College to service selected student activities, have vending machines, and subject to the right of the bookstore to sell candy, gum, snacks, and beverages.
31. The contract should state the number of hours required to confirm meal counts before a catered function. Contractor should state number of hours required for the cancellations of catered functions. This may be subject to negotiation if contractor becomes the successful candidate.
32. WOSC reserves the right to select the best price and fit for all catering services. Therefore, the contractor will be able to submit quotes for catering but will not be the exclusive catering provider.

5.0 Equipment and Facilities Management

1. The College has provided adequate equipment for the food service line and kitchen preparation areas. Replacement of existing College owned equipment will be the responsibility of the College. The request of additional pieces of equipment shall be performed only on a written College purchase order.
2. Specifically, the contractor will require adhering to the following stipulations:
 - i. All equipment must be neat in appearance and in excellent operating condition. Furthermore, uniformity of height, width, exterior surfaces, etc., shall be required whenever possible.
 - ii. Pictures and/or description information of the equipment to be used by the contractor should be included in the proposal.
 - iii. The College and contractor will inventory the dishware, silverware, serving utensils, pans, etc., and establish an inventory level that the contractor will maintain.
 - iv. The College will allow the contractor use, with no charge, of all College owned cafeteria equipment and supplies that are already in place. The contractor agrees to maintain in good condition (satisfactory to the College) all of the College owned equipment and facilities.
 - v. The contractor will secure the approval of the local health department in addition to other governmental agencies having applicable jurisdiction.
 - vi. The contractor shall utilize existing office furniture, or supply their own.
 - vii. The College shall be responsible for the maintenance and repair of College owned food service equipment. Detailed records of repairs are to be kept by the contractor and submitted to the College promptly after each year of this agreement. The College shall have the final decision regarding the replacement of College owned pieces of equipment. The contractor will pay (per incident) the first \$100 on all repairs per piece of College owned equipment.

Safety & Sanitation

3. If any items resulting from this award are hazardous chemicals, as defined under 29 CFR §1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item for College approval prior to use.
4. All material, equipment, and supplies provided by the College and contractor must comply fully with all safety requirements promulgated by any Federal, State, or local governmental agency.
5. The contractor must provide prominently displayed warning devices and/or signs that are in compliance with the aforesaid safety regulations.
6. All hazardous conditions, physical surroundings, and equipment on fire shall be reported immediately to the College Director of Physical Plant or designee. The contractor will follow up verbal reports with written reports within twenty-four (24) hours listing details of the posed hazard to the Vice President for Business Affairs.
7. With the full cooperation of the College, the contractor shall institute an aggressive program of accident prevention and safety education. Proper instructions and training shall be provided on the use of equipment and the techniques of handling food to aid in the goal

of having an accident free and safe environment. First aid supplies, fire extinguisher and fire alarms will be available for use as needed. Employees are to be trained by the contractor on where to find them and how to use them. All injuries and accidents are to be reported to the Vice President for Business Affairs the day they occur with a written report to follow the verbal report.

8. Consultant inspectors of the College and agents of the State Department of Health and campus safety personnel shall have complete cooperation and access to all food service, production, and storage areas on inspections that they may conduct. These inspections may be at the request of the College or at said agency's own discretion. A management representative of the contractor shall conduct equipment and facilities maintenance and sanitation inspections.
9. Supplier representatives who normally provide equipment and product inspections and reports as part of their services shall be encouraged to perform frequent inspections and shall furnish a copy of each report to the College and contractor. It is the responsibility of the contractor to implement corrective operating measures required as a result of these inspections and reports within ten (10) days of notification.

Employee Development

10. The contractor will include any company-developed manuals, training or other information that indicates concern regarding the following of recognized sanitation principals. Provide an outline of your daily housekeeping and sanitation program including a plan for implementation. If no materials have been developed, provide information that indicates concern regarding sanitation, training procedures to be utilized and supervision techniques to ensure that sanitary food handling practices will be utilized.
11. Should the contractor fail to meet the sanitation standards required by the contract or of any agency having jurisdiction, the College reserves the right to hire outside contractors to perform the necessary work, or have this work done by College staff personnel; and in either case, charge back the contractor at actual labor and materials cost plus twenty-five (25%) percent of the labor and material total cost. The College reserves the right to withhold payment for services not rendered by the contractor as set forth in this contract.
12. The contractor will be responsible for the cost of first aid equipment and supplies in all production and service areas.
13. The College shall furnish and maintain fire extinguisher equipment and supplies, including the automatic hood extinguisher system. The College will be responsible for obtaining any necessary inspections and/or certifications.
14. The maintenance (repair/replacement) of the tables and chairs in the dining areas will be the responsibility of the College.

Cleaning Responsibilities

15. Item Specific Cleaning:

- i. The College Responsibilities:
 - a. Light fixtures including repair and replacements.
 - b. Twice a year, the cleaning of the vent hoods.
 - c. Bathrooms in the dining areas.
 - d. Main line grease trap empties twice a year.
 - e. Wax dining hall floors yearly.
- ii. The Contractor Responsibilities:
 - a. Daily cleaning of the food preparation areas, kitchen, grill, individual food stations, and counters.
 - b. Tables, chairs, and floors in the dining areas cleaned and cleared during the food service's hours of operation.
 - c. At the end of the school year (mid-May), the contractor shall clean all walls, equipment, floors, and supply areas within the food preparation areas and will meet with the Vice President for Business Affairs to review the end result.
 - d. Cleaning and clearing the kitchen and dining areas when providing catering services and for special events.
 - e. Set event tables and chairs as per customer request. Chairs and tables provided by the College.

16. The College shall be responsible for the costs and maintenance of insect and pest control in all food service, production, and storage areas.

17. The contractor shall be responsible for the cleaning of floors, walls, and chairs in the dining area.

18. At the start of the contract, the College and contractor shall conduct joint physical inventory of all supplies and capital equipment. At that time, the College shall also determine the extent of repair and replacement. On completion and acceptance of these inventories by the contractor, the contractor shall assume the responsibility for this equipment under the terms of the contract.

19. The contractor shall provide adequate inventory of table linens, employee uniforms, aprons, jackets, towels, bar swipes, potholders, and other such related food service linens. The contractor shall be responsible for the laundry service, dry cleaning, repairing, and maintaining an adequate inventory of these items.

20. The contractor will be responsible for collecting and properly disposing of refuse from the food preparation two (2) times a day. The contractor will move the refuse to the dumpster at the rear of the facility. The contractor shall provide bag liners as needed.

21. The contractor will be responsible for keeping the back bay clean and ensuring that garbage is placed in the garbage dumpster. Any food or debris that misses the dumpster will be the responsibility of the contractor to clean up.

22. The contractor will be responsible for supplying their own cleaning supplies.

Sustainability

23. All College owned non-expendable supplies and capital equipment shall not be loaned or removed from College property.
24. The contractor shall make contracts for and payments on all leased rental food service related equipment (equipment not required by the College).
25. The contractor shall have access to the premises at reasonable times, as determined by the College. The College shall determine and coordinate required arrangements for this access. The new contractor shall not interrupt or disturb the current operation.
26. The College permits the contractor to use such spaces as necessary to carry out the terms of this contract; such spaces, as defined by the College, as areas for food service and limited supplies. Subsequent modifications of special needs shall be subject to mutual agreement of the College and contractor. The College shall provide heat, air conditioning, sewer, electricity, cold and hot water. The contractor agrees to exercise care to keep these energy services to a minimum, and comply with established energy conservation practices, regulations and policies and mutually endeavor to conserve the use of energies.
27. The contractor shall supply vehicles to transport food service items throughout the campus and community. The contractor shall provide qualified staff to operate the vehicles. The contractor shall be liable for damages or injuries caused during the operation of said motor vehicles by the employees or agents of the contractor.
28. The contractor has the responsibility to consult with the College on the disposition or use of excess capital, non-expendable or expendable food service equipment. The disposition or declaration as surplus shall be the responsibility of the College and in accordance with state and College inventory control procedures.
29. The contractor will maintain College food service equipment inventory list.
30. The College will maintain and empty external grease trap. The contractor will maintain the internally used cooking grease to include proper disposal.
31. Plumbing issues caused by improperly disposing food, grease and foreign material shall be the responsibility of the contractor.
32. The contractor will conduct a physical inventory of College equipment on a yearly basis required by the College for the protection against loss by pilferage or destruction.

Security

33. The contractor is responsible for the control of keys obtained from the College and the security of those areas. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows closed and locked, lights and fans turned off, and doors locked. The contractor shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins to areas of the College to the campus safety and security department and follow up with a written report (to include a copy of the police report) with the Vice President for Business Affairs.
34. The contractor shall be responsible for the cost of replacement keys and the cost of replacement lock cylinders required as a result of its negligence and/or loss of keys.
35. The contractor is responsible for the purchase of padlocks and other security devices not currently provided by the College, which may be required by the contractor to further ensure revenue, product or property security within the food service areas.
36. The College provides security on each campus.
37. The College shall not guarantee an uninterrupted supply of water, electricity, gas, telephone, heat and high or low temperature refrigeration. However, it shall use its best efforts in restoring services following an interruption. The College shall not be liable for any product loss, which may result from the interruption or failure of any such utility services or equipment. Scheduled outages by the College will be coordinated through the Director of Physical Plant.
38. When the contractor uses areas which are not primarily intended for food service (such as meeting rooms and lounges) for such purposes and as may be required (catered meals, beverage service, receptions, etc.), appropriate setup and teardown shall be undertaken by the contractor. The contractor shall be responsible for the cleanup. This shall involve maintenance and sanitation of the areas, and trash removal. The contractor is responsible for prompt removal of food equipment and food residue from the area following completion of the meeting. When the contractor uses regular food service dining areas (cafeterias, snack bars, etc.) and arrangements for setup are required, appropriate set up and breakdown shall be undertaken by the contractor. The contractor shall be responsible for cleanup. The College shall be responsible for special furnishing and support of audiovisual equipment for College events.
39. The contractor shall have access to local and long distance service using equipment provided by the College.

6.0 Personnel

Staffing

1. The successful contractor will have adequate staff of employees daily that shall be on duty for the efficient, prompt, and sanitary service of food.
2. The contractor will assign for duty at the College only employees acceptable to the College. The College must approve assignments of management personnel and no changes in management personnel will be made without prior consultation of the College. Management personnel are defined as the Manager/Director of Food Service or Chef or Production Manager.
3. Delineate the authority the senior on-site manager will have for the management of this agreement. Specify the matters that the manager will be required to refer to the "home office" for decision, who will assume the authorities of the senior on-site manager during their absence and what, if any, will be the restriction on such authorities.
4. The individuals selected for these management positions may not be transferred within one (1) year following their appointment without prior notification of the College unless they have been terminated from the company.
5. The College reserves the right to require the replacement of any management personnel because for operating difficulties determined to be the result of on- site management.
6. The contractor will be an Equal Opportunity Employer. The contractor will not discriminate against any employee or applicant because of race, religion, color, national origin, sex, age, qualified disability, or any other lawfully protected status
7. Company employees will strictly adhere to College requirements regarding personal behavior. Specifically, the use of tobacco products, alcohol, illegal substances, foul language, lewd or suggestive language is strictly prohibited.
8. At the start of this contract, managerial staff requirements are as follows:
 - i. A full-time manager with full authority to work with designated representatives of the College. The manager shall have particular strength in areas of cash and catering sales and have demonstrated skills in marketing for each of these. Manager should also have demonstrated proficiency with menu developments, a la carte menu item costing and pricing, internal accounting and controls, financial management, personnel management and supervision. Manager's qualifications at a minimum should be five (5) years' experience in the food service industry with excellent customer service skills. Helpful, but not mandatory, a graduate of at least one food service course, two (2) years of college and some cooking experience.

- ii. Comprehensive knowledge of cash operations in a college setting preferred.
9. The contractor shall identify headquarters management staff by name (include address, phone, and email information) that shall routinely review and inspect operations, fill staff vacancies, consult with the College on current and future food service programs and act with full authority on the contractor's behalf in any and all matter pertaining to the specifications of this contract.
 10. Personnel relations of employees on the contractor's payroll shall be the contractor's responsibility. The contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.
 11. Personnel of the contractor shall observe and be subject to the regulations for the College.
 12. Students hired for employment shall be considered employees of the contractor and treated as such.
 13. The contractor's staff shall open, close, and check College's food service facilities as instructed and required by the College. The College shall furnish instructions and initially train the contractor's full-time manager in approved College procedures.
 14. Describe employee-training programs, including catering, and your plan to implement them. The contractor must schedule and conduct an on-going employee training program, which will ensure that all employees perform their jobs with the highest standards of efficiency, courtesy, and sanitization.
 15. Describe plans for staffing special functions such as Board of Regents' meetings, Alumni Hall of Fame, and special functions for the President's Office.
 16. All person(s) provided under this agreement by the contractor shall be employees of the contractor and not of the College, and the contractor will be responsible for all personnel matters and compensation. All employees shall be bonded and be uniformed in a manner mutually agreed upon.

7.0 Financial

College Year

1. The term "fiscal year" will mean the twelve (12) calendar months beginning July 1 of each year and ending with June 30 of the succeeding year. The contractor's year-to-date reports will coincide with the fiscal year. A month shall be a calendar month. A week shall run from Sunday through Saturday.
2. A complete operating statement of the annual report as of your last fiscal year of operations may be required.

Internal Accounting

3. Provide a brief description of your internal accounting programs for:
 - i. Inventory control for on-location storage areas
 - ii. Food and vending service personnel accounting controls
 - iii. Method of recording, checking, and reporting sales
 - iv. Internal control of cash handling
4. No later than the 20th day following the last day of each accounting period (calendar month), the contractor shall provide the Vice President for Business Affairs with a complete set of revenue and expense statements as defined by the College.
5. The College shall be prompt in processing the contractor's invoices in an effort to ensure payments are made in a timely manner, within thirty (30) days of receipt (provided the invoices are submitted in accordance with instructions provided by the College, that required services have been provided to the College, and there are no discrepancies with the invoice).
6. At the request of the College, the contractor shall meet with the College and review each operating statement to explain deviations, discuss problems and mutually agree upon a course of action to improve the results.
7. The contractor's revenue and expense statement and their contents shall be treated in strict confidence by the College. The contractor shall retain all financial records and statements pertaining to this contract for a period of three (3) years from the close of operation. All records pertaining to the operations of food service shall be open for inspection and/or audit by the State and/or College.
8. Periodic reviews, conducted jointly by representatives of the College and the contractor shall be made to ensure that the staffing pattern, menu pricing structure, and other phases of the operation are conducted in the most efficient manner. The purpose of the review is to ensure that the College is provided with quality, convenient food service, under sanitary and healthful conditions, at the most reasonable prices possible.

9. At the end of each year of the contract, or on the expiration or termination of the contract, any unpaid accounts that are uncollectible shall remain the responsibility of the contractor.
10. The contractor agrees to provide monthly sales reports to include a daily summary including sales and customer count.

8.0 Terms, Renewals and Terminations

Performance Bond

1. The successful contractor may be required to furnish a performance bond in the amount of \$50,000. Such bond must be furnished upon notification of the Business Office, and prior to the contract award. A company licensed to do business in the State shall furnish the performance bond. The performance bond shall be for the entire contract period.
2. The performance bond shall provide that in the event of non-renewal, the College and the contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract.
3. In the event of non-renewal, the contractor shall provide the College evidence of the new source of surety within twenty-one (21) calendar days after the College's receipt of the non-renewal notice. Failure to maintain the required surety in force may cause for contract termination.
4. The contractor shall bear the full and complete responsibility for all risk of damage or loss of the contractor's own equipment, products, or money resulting from any cause what so ever and shall not penalize the College for any losses incurred related to this contract.
5. The contractor shall add Western Oklahoma State College as an additional insured under the commercial general liability policies, for the purposes of this contract.
6. The College may cancel this contract for breach, as determined by the College which shall consider such issues including, but not limited to failure to maintain adequate personnel, whether arising from labor disputes or otherwise, any substantial change in ownership or proprietorship of the contract which in the opinion of the College is not in its best interest, or failure to comply with the terms of the contract.

Termination

7. The College shall provide thirty (30) calendar days' written notice of contract breach and unless within thirty (30) days such neglect has ceased and arrangements made to correct, the College may cancel the contract by giving sixty (60) days' notice, in writing, by registered or certified mail of its intention to cancel this contract.
8. Should the College breach any terms of provisions of this contract, the contractor shall serve written notice on the College setting forth the alleged breach and demand compliance with the contract. Unless within thirty (30) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the contractor may cancel the contract by giving sixty (60) days' notice, in writing, by registered or certified mail of its intention to cancel this contract.

9. Either party on the anniversary of the effective date may terminate the contract in any subsequent year of the contract, if either party provides the other party with written notification sixty (60) days prior to the anniversary date.

Force Majeure

10. If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, governmental restriction, labor disturbance or strike, business operations at the College are interrupted or stopped, performance of this contract with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.
11. The contractor assumes all risk of loss due to temporary suspensions of operation regardless of cause in any or all locations. Such suspensions may be due to, but not limited to the following: failure of equipment, power, weather conditions, strikes, wars, acts of God, or College decisions to temporarily suspend operations when it is deemed to be in the best interest of the College to do so. This includes the closing of building or reduction in building population while remodeling or other work affecting a building is in process. The College assumes no risk as a result of any such interruption of operation.
12. After the initial contract year, the parties, upon mutual agreement in writing, may adjust the specific terms or guarantees of this contract where circumstances are beyond the control of either party and requires adjustment.
13. Unless otherwise required by law, the prices and guarantee, which have been quoted in this proposal, have not been knowingly disclosed by the contractor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor. No attempt has been made or will be made by the contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
14. Cancellation for insufficient or non-appropriated funds. The contractor hereby agrees and acknowledges that monies utilized by WOSC to purchase the services specified in this RFP are public monies appropriated by the State Oklahoma or acquired by WOSC from similar public sources and are subject to variation. The College fully reserves the right to cancel this RFP due to non-availability or non-appropriation of sufficient funds.
15. Insurance: Contractor will maintain Comprehensive General Liability with limits of \$1,000,000, General Aggregate, \$1,000,000, Products and Completed Operations, \$1,000,000, Personal Injury at \$1,000,000 per occurrence. Contractor will maintain Workers' Compensation Insurance and Employers Liability covering employees with limits of \$100,000 per accident, \$100,000 per disease, and disease aggregate of \$500,000. Contractor will maintain Comprehensive Automobile Insurance with limits of \$500,000

Combined single limit. Contractor to keep current and present to the College.

16. Terms of Contract:

- i. **Parties** - The contract shall be between Western Oklahoma State College, known as the "College", and the successful bidder, known as the "contractor."
- ii. **Entire Agreement** - This document, along with acceptable, supporting addenda of the successful bidder, constitutes the entire agreement of the two (2) parties. Any changes to this contract must be in writing and approved by both parties. The College Vice President for Business Affairs must approve all changes and the College President will sign the document that changes any of the contract conditions.
- iii. **Contract Duration** -The contract duration will be negotiated and mutually agreed upon by the College and awarded contractor.
- iv. **Contract Coverage** - Proposals will be accepted for consideration only if they are inclusive of food services and catering components of a comprehensive food service operation. Additionally, this contract and any part thereof shall not be subcontracted or assigned without prior written permission of the College.
- v. **Contract Termination** - Either party may terminate this agreement for just cause upon written notification, via certified or registered mail to the other party sixty (60) days prior to the desired date of termination. At the termination, the contractor shall have seven (7) days' time to remove any equipment, merchandise, and monies and all other properties belonging to the contractor and shall render up all space provided by the College in good condition, except normal wear and tear.
- vi. **Signatures** - Contractors submitting proposals shall sign and date supporting addenda. This agreement shall not become official until authorized by the College's President.

9.0 Proposal and Pricing

1. It is up to the contractor to determine the type of contract that they feel will best fit the College's needs.
2. Contract term proposals: 5 & 10 Year options.
3. Provide your proposal and pricing for the following:
 - i. Board Plans (all you can eat) - the College's proposed plans include the following, however, the College welcomes your recommendations:
 - a. Regular Meal Plan - This plan includes 17 meals as follows:
 - i. Monday - Friday: 3 meals
 - ii. Saturday: Brunch
 - iii. Sunday: Brunch
 - b. Flex Meal Plan - This plan includes 12 meals per week plus \$250 flex
 - c. Commuter Plans
 - i. Five (5) meals per week
 - ii. Five (5) meals per week plus \$150 flex
 - ii. Non-board cafeteria meals
 - iii. Guest meals
 - iv. Athletic travel
 - v. Summer Upward Bound dorm meals
 - vi. Pioneer Grill Sales
 - vii. Prepared to Go Meal sales
 - viii. Direct sales
 - ix. Catered events - to include both internal and external
 - x. Grill open during times when cafeteria is closed
 - xi. Complimentary meal plans for housing staff
 - xii. Hospitality Fund for President to use at their discretion
 - xiii. Other plans or activities that you may wish to propose

10.0 Evaluation

Criteria

1. The following will be the criteria with which the proposals will be evaluated. The largest percentage for any one section will be thirty-five (35) percent.
 - i. Proposal - Proposals will be rated on the adherence to instructions given in the RFP, ease of following and finding information. Presentation made in clear, concise manner. Evaluation weight of 10%.
 - ii. Program - Quality of the proposed program to be offered to the College. Everything from menus, portions, promotions and offerings not suggested within the proposal. Fresh, innovative ideas. Evaluation weight of 15%.
 - iii. Financial - Will include everything from the company's internal controls, financial stability, insurance provisions and the cost to the College. Evaluation weight of 35%.
 - iv. Contractor/Management Experience - What does the contractor bring to the table. Number of years in the business, focus of the business, experience of managerial, chefs and key personnel presented. Customer references. Site visits. Audit controls, internal controls, training, personnel development, reporting capabilities. Evaluation weight of 20%.
 - v. Flexibility and Fit - The company understands the College's culture, service district, campus locations, the College mission, vision, values, and the College Strategic Plan. Evaluation weight of 20%
2. It is the intent of the College to review the initial proposals and narrow the search to two (2) or three (3) candidates. Those selected will be asked to make a short presentation to the selection committee. Vendors will be asked to answer any and all questions pertaining to their proposals and will not be limited as to who they may bring, but not to exceed three (3) persons. Time allotted each vendor will be approximately one hour. If the vendor cannot attend the time and day allotted, no other time will be scheduled. Vendor's proposal will have to stand on its own merit.

Timeline

3. RFP Timeline. This is a tentative timeline provided for information purposes only.
 - i. January 13, 2020 - 1st Advertisement published
 - ii. January 31, 2020 - 2nd Advertisement published
 - iii. February 11, 2020 - Mandatory Pre-Proposal Conference to be held in the Pioneer Heritage Center, Altus, OK. Time: 2:00 to 4:00 p.m. C.S.T.
 - iv. March 13, 2019 - Last day to submit questions
 - v. March 30, 2020 - 2:00 p.m. C.S.T. Responses Due
 - vi. April 14, 2020 - Board of Regents to award contract. Attendance is not required.

11.0 Miscellaneous

1. The College is interested in proposals with innovative ideas for synergies with campus activities, growing cafeteria business, and promotions.
2. The private school in the area (Altus Christian Academy) would like for us to cook their lunches as well. This would be on the Contractor to work out.
3. Areas of Opportunity: Career Tech and Health Department both located on College property.
4. Community meal plans.
5. Welcome packages, Finals survival packages, and other innovative ideas.
6. Gift cards.
7. Investment ideas to improve the look and atmosphere of the cafeteria.
8. Carry out lunches for community and area farms

12.0 Glossary of Terms

1. The following definitions are used in this RFP:

vii.	College	Western Oklahoma State College
viii.	Contractor	The company who has submitted a proposal in response to this RFP, and may possibly be awarded the contract
ix.	State	Oklahoma
x.	Amendment	Any correspondence from the College after the initial RFP that relates to questions or clarifications of the RFP
xi.	Fiscal year	July 1 st to June 30 th of the following year
xii.	CPI	Consumer Price Index
xiii.	Food Service Program	Includes daily food services, and catering
xiv.	U.S.D.A.	United States Department of Agriculture
xv.	O.S.H.A.	Occupational Safety and Health Admin
xvi.	M.S.D.S.	Material Safety Data Sheet
xvii.	29 CFR §1910.1200	Standards set forth by O.S.H.A. for the

Identification of hazardous materials used in conjunction with the M.S.D.S.

13.0 Attachments

History of Outside Events

Date	Event	# Served (if we have it)
Monthly in 2018	ASYMCA	12
Every Tuesday 2018 & 2019	Rotary	60
Every Friday 2018 & 2019	Kiwanis	30
Every Wednesday 2019	Baptist College Ministry	
Every Monday 2019	Area Youth Choir	
1/4/18	Chamber Luncheon	100
1/29/18	OBI Blood Drive	
2/10/18	Miss Altus Pageant	80
2/22/18	Pathways	264
3/1/18	JCMH Banquet	150
3/9/18	Legislative Luncheon	70
3/11/18	AHS Swim Team Banquet	100
3/20/18	Cotton Meeting	
3/21/18	Big Truck Event	
4/6/18	Grate Bee Spelling	50
4/7/18	OBI Blood Drive	
4/17/18	ACA Spring Concert	
4/18/18	AHS FFA Speech Contest	
5/4/18	AHS Banquet	200
5/5/18	Martha Alumni	80
5/15/19	SWTC Graduation	
5/19/18	Armed Services Parade	
5/25/18	AHS Graduation Celebration	
5/30/18	Pageant Event	35
6/22/18	JCMH Reception	50
6/25/18	OBI Blood Drive	
7/14/18	Health Fair Great Plains Literacy	
8/20/18	Town Hall Meeting	50
8/27/18	Chad Cargil	
9/5/18	AG Banquet	100
9/9/18	4-H Honors Banquet	150
9/29/19	Hall of Fame Banquet	144
10/4/18	St. Louis Brass	
10/16/18	Speech Contest	
10/24/18	Mid First Luncheon	90
11/10/18	WAG Banquet	108
11/14/18	OBI Blood Drive	
12/13/18	ACA Christmas Concert	
12/13/18	Christmas Parade Meeting	
12/15/18	Christmas Parade	
1/10/19	Frazier Classic Tournament	
1/24/19	Tri-County Tournament	
1/26/19	AFJROTC Banquet	119
1/26/19	Men4Music	
1/28/19	OBI Blood Drive	
2/9/19	Miss Altus Pageant	
2/21/19	JCMH Banquet	150
2/22/19	Pathways	232

3/4/19	Cotton Meeting	80
3/5/19	Impaired Driving Training	20
3/20/19	Big Truck Event	
3/30/19	Grate Bee Spelling	
4/5/19	Blair Prom	75
4/13/19	Altus Pre-Prom Banquet	
4/15/19	OBI Blood Drive	
4/17/19	Altus FFA Speech Contest	
4/23/19	SW OK Speaker Series	
4/25/19	ACA Spring Concert	
4/29/19	Go For Baroque	
5/3/19	Legislative Luncheon	100
5/3/19	Altus Band Banquet	200
5/16/19	SWTC Graduation	300
5/24/19	AHS Graduation Celebration	
6/10/19	Quartz Mountain Board Meeting	12
6/17/19	OBI Blood Drive	
6/20/19	OSAI Choir	
6/27/19	Wellness Symposium	
6/6/19	Psybar	2
6/24/19	TSCRA Ranch Meeting	100
8/6/19	Head Start Training	70
8/16/19	Family Life Church	80
8/18/19	4-H Honors Banquet	150
8/26/19	Chad Cargil	
8/29/19	Southwest Rural Electric	
9/4/19	AG Banquet	125
9/18/19	OBI Blood Drive	
9/20/19	Hall of Fame Banquet	144
9/23/19	MidFirst Luncheon	80
10/10/19	AG Outdoor Classroom	
10/24/19	Edward Jones Luncheon	50
10/25/19	OSBI Training	30
10/29/19	FCCLA District Leadership	
11/9/19	WAG Banquet	108
11/14/19	Oklahoma Asphalt Banquet	50
11/20/19	Chamber Gala	184
11/21/19	Meet & Greet	75
12/5/19	JCMH Christmas Party	75
12/5/19	ACA Christmas Concert	
12/9/19	AG Preference Christmas Party	45
12/10/19	AJH Choir Concert	
12/12/19	Pre-Christmas Parade Meeting	
12/14/19	Christmas Parade	

Historical Student Data

Total Enrollment	Fall	Spring	Summer
FY 20	1353		
FY 19	1280	1171	468
FY 18	1346	1256	451
FY 17	1419	1302	498

Current Floorplan

