



Request for Proposals

Mississippi Valley State University

**THIS IS
NOT AN
ORDER**

MVSU #7244 / 14000 Hwy 82-W
Itta Bena MS 38941-1400

Web Address: www.mvsu.edu/purchasing/

Phone No: (662) 254-3319 Fax (662) 254-3314

Proposal Title:

Food Service

Requesting Department:

President's Office

Date: 10-22-2020

Proposals No. VSRP# 100068

Number of Pages 41

Term – End of Month

Bids/Proposals – Do not include State or Federal Taxes in your bids/proposals. The University is exempted from these taxes. All order will be placed with successful bidder by Official Purchase Order.

Change Order:
Mississippi Valley State University is considering the purchase of the following item (s). **We ask that you submit your Bids/Proposals in three copies.** Rights are reserved to accept, or reject any and all parts of your bid/proposals. Your bid/proposals will be given consideration if received in this Office on or before the date and time below.

- This bid/proposal will be awarded on a line by line basis
- This bid/proposal will be awarded on a all or none basis

However, the University reserves the rights to award any and all bids/proposals in the best interest of the University.

Bid/Proposal opening {Date and Time}

December 9, 2020 @2:00 p.m.

Mississippi Valley State University

Carla T. Williams

By: Carla T. Williams/ Director of Purchasing

Email: CTWILLIAMS@MVSU.EDU

NOTE: If you cannot quote on the exact material shown, please indicate any exceptions, giving brand names and complete specifications on any alternate. Mississippi Valley State University reserves the rights to accept any alternate of equal or greater quality or performance. We also reserve the rights to waiver any irregularities that may appear in the Bids/Proposals specifications.

ITEM	QUANTITY	DESCRIPTIONS	UNIT PRICE	TOTAL NET PRICE
<i>Please show Bid/Proposals No. on outside of Envelope</i>				

If checked, Mississippi Valley State University reserves the rights for an additional 60 days to purchase and additional 20% of this bid/proposal at the same cost.

We quote you as above F.O.B – Mississippi Valley State University. Shipment can be made within _____ days from receipt of the order.

Company Quoting

Terms: _____

Date: _____

Phone/Fax: _____

Official Signature: _____



**REQUEST FOR PROPOSAL
FOOD SERVICES CONTRACT**

Issued by: The Division of Finance and Administrative Services
Mississippi Valley State University
Itta Bena, MS

W. W. Sutton Administration Building
Itta Bena, MS 38941-1400



DUE: December 9, 2020

To: Mrs. Carla T. Williams-Harris
Director of Purchasing
Mississippi Valley State University
14000 Hwy 82 West
Itta Bena, MS 38941-1400

INDEX

SECTION	PAGE
SECTION 1	REQUEST FOR PROPOSAL 3
SECTION 2	DEFINITIONS 6
SECTION 3	GENERAL INFORMATION AND FUTURE ISSUES 7
SECTION 4	MINIMUM CONTRACT AND PROPOSAL REQUIREMENTS 12
SECTION 5	CONTRACT FORMATION AND TERM 27
SECTION 6	PROPOSAL FORMAT 27
SECTION 7	EVALUATION CRITERIA 29
SECTION 8	GENERAL TERMS AND CONDITIONS 30
EXHIBIT 1	MVSU PROFILE 34
EXHIBIT 2	CAMPUS SALES 35
EXHIBIT 3	CAMPUS HOURS OF OPERATION RESIDENT DINING CALENDAR 36
EXHIBIT 4	IHL CONTRACT GUIDELINES 38

**MISSISSIPPI VALLEY STATE UNIVERSITY
FOOD SERVICES CONTRACT**

1.0 SECTION 1 - REQUEST FOR PROPOSAL

1.01 Competition: The purpose of this solicitation is to provide Food Service operations to Mississippi Valley State University. The principal objective of this RFP is to solicit proposals that provide overall excellence in the University's Food Service program at the lowest possible cost. The specifications of this RFP are intended to improve the MVSU's overall Food Service operation and to incent creativity. Nothing herein is intended to, nor should be construed to limit competition, but instead is for the purpose of meeting MVSU's Food Service needs (facility and services) and objectives using a system of fair, impartial and free competition among all respondents. It is the intent and purpose of MVSU that this RFP permit competition. It shall be the Respondent's responsibility to advise MVSU if any language, requirements, etc., or combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by the Director of Purchasing no later than the date of the Pre-Proposal Meeting

1.02 Submission Deadline and Requirements: Mississippi Valley State University is requesting proposals from qualified companies for a contract for Food Service Operations. *Proposals must be received in the Purchasing Office, Mississippi Valley State University, MVSU # 7244, 14000 Hwy 82 West, W. W. Sutton Administration Building First Floor, Room 16, Itta Bena, MS 38941-1400 no later than 2:00 pm. on Wednesday, December 9, 2020 via mail or through MAGIC.*

Proposals must be in a sealed envelope or box marked **RFP FOOD SERVICES CONTRACT**. The name and address of Respondent shall appear on the outside of the package. No telephone, facsimile, e-mails, or verbal proposals will be accepted. Mississippi Valley State University is not responsible for late, lost, misdirected, damaged, incomplete, illegible or postage-due proposals. Additional copies of this RFP are available upon request.

1.02.1 Each Respondent is responsible for the timely delivery of its proposal. Proposals and/or proposal revisions received after the date and time specified will not be considered.

1.02.2 Respondent's proposal must be an original, signed by an employee of Respondent who is duly authorized to legally bind Respondent in contract.

1.02.3 Each Respondent must submit a signed original and three complete copies of its proposal.

1.02.4 Each proposal becomes the property of Mississippi Valley State University and will not be returned.

1.03 Inquiries: Prospective Respondents may request clarification of information contained in this RFP. All inquiries must be received by 5 P.M., Thursday, November 12, 2020. Late inquiries will not be accepted, irrespective of reason. A prospective Respondent may submit an inquiry to:

Carla T. Williams-Harris
Director of Purchasing
662-254-3320
ctwilliams@mvsu.edu

The inquiry must be e-mailed by a duly authorized agent of the prospective Respondent. Verbal or fax inquiries will not be answered.

All prospective Respondents will receive an e-mail response to timely and properly submitted inquiries.

Supplemental instructions or interpretations of the meaning of the RFP will be in the form of written addenda to the RFP. If any addenda are issued, they will be e-mailed to all prospective Respondents as soon as possible prior to the deadline for submission of the proposals.

Mississippi Valley State University may modify this RFP prior to the deadline for submission of proposals, by issuing an addendum or addenda (together "addenda") to all prospective Respondents. If any such addenda are issued, they become a part of the RFP and will be e-mailed to the prospective Respondents as soon as possible prior to the deadline for submission of proposals. Each Respondent must acknowledge receipt of the addenda by returning a signed copy of all addenda e-mail notifications as part of its proposal. MVSU, in its sole discretion, may extend the deadline for submission if it issues addenda.

1.04 Pre-proposal Meeting: Prospective Respondents must attend a mandatory pre-proposal meeting on Wednesday, Thursday, or Friday, November 4-6, 2020 at 10 A.M. in The H. M. Ivy Dining Facility. The purpose of the meeting is to discuss the conditions and specifications of this RFP and to provide additional information and/or clarifications of the requirements and specifications contained in the RFP. Only those prospective Respondents who attend the meeting may submit a proposal on this project. Prospective Respondents are encouraged to bring anticipated assistants or subcontractors. No more than four individuals may visit the campus at any time. Prompt attendance for the pre-proposal meeting is required. Each prospective bidder

will submit a participant list to the University forty-eight (48) hours in advance of the proposal meeting.

- 1.05 Site Visits** of the campus will be included as part of the schedule during the mandatory pre-proposal meeting.
- 1.06 Proprietary Information:** The information provided in this RFP and the proposals are intended solely for internal use by Mississippi Valley State University and the prospective Respondents. All information contained herein is proprietary and shall not be distributed to any third-party, except as required by law.
- 1.07 Restrictions on Communication:** From the issue date of the RFP until a contract has been awarded and announced, prospective Respondents, and MVSU may not communicate with third parties about the subject of the RFP or a Respondent's proposal except, as provided for in Sections 1.03 and 1.04 above.
- 1.08 Proposal Costs:** Each prospective Respondent is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a proposal, or otherwise responding to the RFP, or any negotiations incidental to its proposal or the RFP.
- 1.09 RFP/Proposal Information Control:** In preparing this RFP, MVSU may have sought information from one or more businesses that may become prospective Respondents. Such conversations were not designed directly or indirectly to provide those businesses with a competitive edge and every effort has been made to include in the RFP all information a prospective Respondent needs to respond to the RFP. Proposals must be based solely on the information contained in the RFP, written clarifications, and addenda, notwithstanding any other information a prospective Respondent may have. Prospective Respondents who have questions about the RFP may request clarification as described in Section 1.03.
- 1.10 Opening of Proposals:** All properly submitted proposals will be opened at the time and date specified in Section 1.02. No decision will be rendered at that time.
- 1.11 Proposal Modifications and/or Withdrawal:** If a Respondent submits a proposal before the deadline for submission, that Respondent may submit changes to its proposal up to the deadline for submission of proposals. Any such changes must be submitted in a sealed envelope and consist of an original written document signed in ink by the same duly authorized agent who signed the proposal, or a higher ranking duly authorized agent. Such changes must meet all requirements for the proposal. Proposals may be withdrawn up to the deadline for submission of proposals. Withdrawal notices must be submitted via an original written document signed in ink by the same duly authorized agent who signed the proposal, or a higher ranking duly authorized agent.

MVSU reserves the right to withdraw this RFP, or to reject any or all proposals, at any time and to cancel the project if, in the sole discretion of MVSU, continuation is deemed not to be in the best interest of MVSU. Such withdrawal or cancellation by MVSU shall be without penalty or liability of any sort.

- 1.12 Reservation of Rights:** MVSU reserves the right to accept or reject any or all proposals not withdrawn before the opening date and to waive any irregularity or informality in the proposal process. MVSU reserves the right to conduct discussions, request additional information and accept revisions of proposals from any or all Respondents. MVSU reserves the right to negotiate with the Respondent whose proposal is deemed strongest by the selection committee. MVSU reserves the right to make such investigations as deemed prudent to determine Respondents' qualifications and eligibility, including, but not limited to, requests for financial statements and company profiles.
- 1.13 Finality of Decision:** Any decision made by Mississippi Valley State University, including the selection of a Contractor, shall be final.

2.0 SECTION 2 - DEFINITIONS

- 2.01 "Mississippi Valley State University"**- is governed by the State of Mississippi Board of Trustees of Institutions of Higher Learning. Mississippi Valley State University may be referred in this proposal as MVSU or The University.
- 2.02 "Board Food Services"** - The food program provided primarily for resident students in H. M. Ivy Dining Facility (or other locations as agreed to by the parties) and also offered on a cash basis to non-boarding students, conference participants, MVSU personnel and guests.
- 2.03 "Contractor"** - The successful Respondent, who has been selected by Mississippi Valley State University to provide Food Service at Mississippi Valley State University consistent with this RFP and pursuant to a written agreement with Mississippi Valley State University.
- 2.04 "Proposal"** - Throughout this RFP means a properly submitted response to the RFP.
- 2.05 "Food Service"** - Throughout this RFP means the privatized Food Service at MVSU that includes the cafeteria and any retail/cash operations including catering.
- 2.06 "Contract"** - The written agreement between the Mississippi Valley State University and the Institutions of Higher Learning and the Contractor, which incorporates the RFP, Contractor's proposal, and any additional negotiated terms.

- 2.07 “Accounting Period”** - A four- (4) or five (5)-week accounting period within a contract year.
- 2.08 “Catering”** - The provision of food and/or beverage items and the service thereof to persons or groups affiliated with the MVSU on or off the campus.
- 2.09 “Contract Year”** – The first year will be a 12-month period commencing on July 1, 2021 and ending on June 30, 2022. Each subsequent year is a 12-month period commencing on July 1 and ending on the next succeeding June 30 or ending on the termination date if the contract is terminated prior to June 30, 2026. On July 1, 2023, with IHL Board approval, MVSU will have the option to extend the contract to June 30, 2028.
- 2.10 “Academic Year”** - when used herein shall mean the fall and winter semesters and does not include the summer sessions or recess periods.
- 2.11 “MVSU Representative”** - person or persons authorized to handle administrative matters associated with the contract. MVSU Representatives are not authorized to modify the contract in any way.
- 2.12 “Union”- No** Hourly employees are represented by any Union

3.0 SECTION 3 - GENERAL INFORMATION AND FUTURE ISSUES

3.01 Mississippi Valley State University Profile:

The main campus of MVSU is located in Leflore County, one mile northeast of Itta Bena adjacent to U.S. Highway 82. The institution is located on a 450-acre tract of land. The site for the campus development consists of 200 acres. MVSU is also approximately five miles from Greenwood, which has a population of 18,906 and approximately 50 miles from Greenville, which has a population of 45,226. The University is approximately 100 miles nor of Jackson and 120 miles south of Memphis, Tennessee. It is located in the heart of the Mississippi Delta where 34 percent of the black population of the State is located.

Nearly 2147 full and part-time undergraduate and graduate students attend Mississippi Valley State University.

Mississippi Valley State University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award the Associate, Bachelor’s, and Master’s degrees.

3.02 MVSU Food Service Program Description

The Food Service program is an essential service among the MVSU's educational responsibilities and activities. The Contractor must design and maintain a Food Service program that enhances the quality of life for students, faculty, and staff and contributes significantly to a total quality educational experience. This requires experienced, professional management that offers quality, nutritious foods carefully prepared, attractively and courteously served in clean and comfortable surroundings; satisfying portions at reasonable cost; well-trained and experienced personnel; convenient service schedules; positive public relations; and economically sound operating practices.

Facility Enhancements

In issuing this RFP, MVSU is seeking a financial partner who may fund the renaissance of existing dining facilities at the H. M. Ivy Dining Facility. The successful respondent will be able to identify facility improvement opportunities and provide design alternatives for MVSU to review and approve. It is our desire that any renaissance would take place during the summer of 2021 or at a time mutually chosen by the contractor and MVSU. Successful respondents will need to identify a transition plan that minimizes disruption to summer conferences and students or at the time any renovations would take place.

Retail Sales

MVSU currently has two retail venues offered to students on the Itta Bena campus.

Wrap'd & Chop'd offers great-tasting, popular items like cheeseburgers, hotdogs, salads, wraps, and specialty sandwiches. It is located in the Student Union.

Wrap'd & Chop'd

We serve Chop'd-signature salads (BBQ Chicken Salad, Chicken Ceasar Salad, Chef Salad, or Cobb Salad) made with fresh lettuce, tomatoes, and other vegetables. We also serve wrap'd-signatures wraps (BBQ Chicken, Chicken Ceasar Salad, and the Chef Wrap or you can design your own wrap. We also serve Chicken wings, chicken tenders, and hot dogs.

Catering

Catering is a vital part of MVSU's image and community relations. MVSU hosts numerous catered events that require exceptional quality, service and upscale presentation. Customers utilizing our main campus facilities are required to use contractor's catering services. The contractor will also be required to provide catering services to the President's home and to any of the other buildings on campus.

MVSU desires an innovative, highly marketed, service oriented and growing catering program. High food quality standards, attention to service, freshness, upscale presentation, customer satisfaction, and reasonable costs are overall catering goals.

Board Food Services

Meal plans are designed to provide various levels of flexibility. Students living in a residence hall must purchase a meal plan. The meal plan is combined with the housing contract and charges for food plans are included in the housing bill. Additionally, MVSU is interested in offering desirable meal packages to commuters, faculty and staff.

3.02.1 Food Service Sites and Mandatory Meal Plans: The current Food Service venues are:

1. **H. M. Ivy Dining Facility**

Residential dining is provided in this cafeteria style dining facility. There were approximately 2147 MVSU students on one of four board programs in the fall semester of 2019, which are described below.

a. **19 Meals per week Plus 50 Flex dollars**

Students selecting this plan may eat all 19 meals served weekly in the H. M. Ivy Dining Facility. Additionally, this plan includes \$50.00 declining balance points per semester (Flex dollars) to use to purchase food in the on campus retail dining outlets. Student cost = \$1806.00

b. **15 Meals per week Plus 50 Flex dollars**

Students selecting this plan may eat any 15 meals served weekly in the H. M. Ivy Dining Facility. Additionally, this plan includes 50 declining balance points per semester (Flex dollars) to use to purchase food on campus retain dining outlets. Student cost = \$1,806.00 per year

c. **Commuter Plans**

Commuting students may select either a declining Balance plan or a block of meals to use in the H.M. Ivy Dining Facility.

Any 50 Meals

This meal plan offers 50 all-you-care-to eat meals per semester in the dining hall Monday-Sunday.

Any 25 Meals

This meal plan offers 25 all-you-care-to-eat meals per semester in the dining hall Monday-Sunday.

e. **Meals for the Child Development Center (CDC)**

Foods are purchased from Thompson Hospitality by the CDC and prepared by the CDC's chef at the CDC location. These meals are billed monthly to MVSU CDC based on the foods purchased.

3. **Thompson Hospitality**

The current Contractor also operates our cafeteria located in the H. M. Ivy Dining Facility and Wrap'd & Chop'd located in the Student Union. Residence Hall students may use their meal plan for Flex Dollar purchases. Cash purchases may be made at any time.

3.03 **Future Food Service Issues.**

This RFP concerns the future operation of Mississippi Valley State University's Food Service components, which include facility renovations, residential dining, debit card systems, selected cash operations and catering. MVSU has a long history of strong relationships with privatized service providers. MVSU is oriented toward student service and student choice. Thus, MVSU seeks a Food Service provider that wants to operate within the context of mutually agreeable performance targets with the broad goals of:

1. Continuously improving the quality of food products, service delivery and environment
2. Contributing to the improvement of facilities and equipment
3. Creating program variety over the duration of the contract

4. Providing Board Food Service patron's maximum flexibility of choice in food selection, as well as other service features (hours, schedule, etc.)
5. Pricing that reflects reasonable costs
6. MVSU would like to hear proposals for a mandatory declining balance buy in proposal for our commuting students. This proposal must be \$150.00 or less per semester and be able to roll over semester to semester and be reimbursable when a student withdraws or graduates.
7. VSU would like to hear proposals
8. MVSU is seeking investment opportunities for a brand name franchise (Chick-fil-a or equivalent) that is student oriented for the Jacob Aaron Student Unit. All proposals must include a signed letter of agreement between the vendor and the brand name franchise.
9. MVSU is seeking from the Contractor upfront Capital Investment opportunities in the amount of 3,000,000.00 (which are due with two weeks of the Contract Commencement). This investment will be amortized on a straight-line basis over the ten year term of the contract at a 5% interest rate.
10. Contractor shall provide a 15% commission of all sales including meal plans, retail operation, catering, cash sales and declining balance dollar sales.
11. Contractor shall provide 100,000.00 in equipment repair and maintenance for the dining facility.
12. Contractor shall provide an annual contribution of \$15,000 in Student Scholarships and \$5,000 for the Student Food Pantry Fund.
13. Contractor shall provide an annual contribution of \$80,000 for the Catering Fund Allowances to the University.

The Contractor must be committed to working with Mississippi Valley State University to make further refinements to the overall Food Service program to guarantee an overall Food Service that has strong community support, high customer satisfaction and appropriate financial returns.

4.0 SECTION 4 - MINIMUM SPECIFICATIONS AND PROGRAM REQUIREMENTS

4.01 Minimum Specifications

Board

- 4.01.1** Quality ratings of raw food shall be no less than the standards of U.S. Grade A, Number #1, or equivalent as the case may be for meat, fish,

poultry, eggs, produce products - fresh or frozen. Ground beef shall not exceed a 20% fat content. All canned products shall be USDA Choice or Fancy. No dented cans, cans with swollen tops or bottoms or rusted cans are permitted.

- 4.01.2** All foods served shall be wholesome and free from spoilage and decay. Uncooked items, such as fresh fruits shall be clean and free from blemish. All foods shall, when served, be attractive in appearance and correct in temperature and consistency.
- 4.01.3** Display and serving areas shall be clean, orderly and attractive at all times. Specifically, the quality and appearance of food shall be observed by the Contractor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the high traffic period. Any spillage or soil spots shall be removed promptly from the counter, steam pans, and general serving area. Salads and other pre-dished items shall be frequently replenished or regrouped to prevent a sparse or disheveled counter appearance. Food serving areas are to be well stocked throughout the posted serving hours.
- 4.01.4** MVSU may, at its discretion, require inclusion of certain food and food supplies, or specific brands in the inventory and menu of the Contractor.
- 4.01.5** The Contractor, working with authorized staff members of MVSU and student committees, shall provide a variety of programs and special dinners for students at no additional charge. These shall range from holiday dinners to special “theme” dinners and include a late night breakfast at the beginning of the academic year and during the first part of finals week at the end of the fall and spring semesters. These meals shall be served and adequately promoted to encourage maximum student participation.
- 4.01.11** The Contractor will have and utilize a standard recipe service. Cooks and bakers will be required to follow standardized recipes. Proposal will provide demonstrations of the contractor’s production management system.
- 4.01.13** The Contractor will provide the daily menu on the Food Service Program Web site and through other electronic venues.
- 4.01.14** The Contractor will provide special meals/diets for students when approved in writing by the university medical staff.
- 4.01.15** The Contractor will give MVSU a sample 28 day menu cycle. It should outline both menu and serving platforms being used.

Catering

- 4.01.16** The Contractor will be given exclusive rights to catering on the entire main campus of MVSU. This does not include the Presidents Home.
- 4.01.17** The Contractor will have the responsibility of providing catering services to off-campus groups. Marketing of such services will be a joint activity between MVSU and the vendor.
- 4.01.19** The Contractor will assume responsibility for the set up and take down of tables, chairs and ancillary equipment for all catered meetings and events that include a meal. Normal custodial services must also be handled by the Contractor in the room(s) the meal is being served in.
- 4.01.22** The Contractor is responsible for the prompt removal of equipment and food residue following the completion of the catered meal or meeting.
- 4.01.23** The Contractor will ensure that the sidewalks, entryways, loading dock areas, service hallways, and all other pathways to the dining, kitchen facilities or service areas do not have any debris, spills or food residue either during or after each meal or catered event.
- 4.01.24** The Contractor will provide all linen and skirting. Linen will be clean, pressed, and neatly presented.
- 4.01.27** Catering prices will be mutually agreed upon prior to the start of each contract year. Contractor may not adjust price structure during the course of a contract year without demonstrating proper justification and without written approval from MVSU.

Financial

- 4.01.29** The 2019-20 Academic Year includes 226 serving days for the fall and spring semesters for MVSU.
- 4.01.30** The Contractor shall invoice MVSU monthly for the Board Food Service program at a Daily Board Rate. The monthly invoice shall be computed as follows: the number of board patrons per day times the Daily Board Rate times the number of applicable board days in the month. It shall be the responsibility of MVSU on the last day of the week of each semester to submit to the Contractor a record of the number of board patrons for each day for the semester. The Contractor's monthly invoice to MVSU for the board program will be based upon the information provided in this report.

Any adjustment to weekly invoices for the board program must have the approval of both the Contractor and MVSU. Such adjustments

should appear and be clearly identified on the subsequent period's billing.

4.01.31 Billings for conference and catered functions will be prepared weekly and presented to the MVSU Accounts Payable Office for payment. Under no circumstances is the contractor to perform catered functions without a purchase order being issued for that event. Payment for campus events will be made within forty-five (45) calendar days. It is the contractor's responsibility to collect and bill for any services performed for any functions not being paid by a Mississippi Valley State University Purchase Order.

4.01.32 Without additional expense to MVSU, the Contractor shall be liable for all applicable federal, state, and local taxes, including the collecting and remitting of Mississippi sales tax, and shall comply with all applicable federal, state and local laws, ordinances, and regulations and shall obtain and pay for all necessary permits and licenses, unless otherwise specified in this RFP.

4.01.33 The Contractor shall keep full and accurate records and accounts in connection with the Food Service. All such records shall be retained by the Contractor for a period not less than five (5) years and may be audited by MVSU or its designated representatives at any time during regular working hours with or without prior notice.

4.01.34 The Current Contractor made an investment of \$2,100,000.00 to upgrade the Dining Facilities in 2011. The amortizations of that investment began in 2011. There may be a minimal unamortized balance left on this amortization which the successful respondent will be responsible to reimburse current contractor.

4.01.35 The future contractor must begin any amortization of any investment promised at the beginning of their contract period, not at the point work begins. There shall be no amortized balance at the end of a 10 year contract term. Furthermore, if contract is ended prematurely or at the end of the first five year period MVSU will pay no penalty or interest on unamortized portion of the investment.

4.01.36 Any successful respondent must provide the university a performance bond for the first two years of the contract term.

4.01.37 All respondents must complete a Profit and Loss Forecast statement outlining their income and costs for the first 3 years of the proposed contract term in their proposal.

Marketing and Outreach

4.01.38 All publications must receive prior approval from MVSU. The Contractor must adhere to MVSU image and publishing guidelines unless a prior exception is granted by the University.

Pouring and Vending Rights

MVSU currently has an exclusive agreement with Pepsi and All Brands, Inc. for vended products. MVSU reserves the right to enter into subsequent exclusive agreements with other vendors for pouring or vending products.

Facilities and Equipment

4.01.39 The MVSU will provide the Contractor with all existing food service facilities and equipment together with heat and utility service (telephone service will be provided with the contractor reimbursing MVSU for the actual cost of service). MVSU will use its best efforts to maintain uninterrupted utility service, but cannot guarantee same. The Contractor agrees to keep energy consumption at a minimum through responsible consumption and compliance with MVSU's energy conservation efforts, practices and policies.

4.01.40 The University food service currently operates Nuvision ID/debit card system. All Food Service cash register equipment, point of sale and meal plans must be approved for use. The Contractor will input data and maintain databases for meal plans, food product lists, product numbers and current retail prices. Contractor may substitute another system provided it is fully functional with other University systems. All point of sale equipment is the contractor's responsibility.

4.01.41 MVSU has the right, without interfering with normal Food Service, to use the dining, production, and service areas from time-to-time as it chooses. Appropriate set-up and clean-up as required will be performed by the University with costs billed to the activity sponsor.

4.01.43 The Contractor will be responsible for the payment of telephone installation, instrumentation and service in Food Service offices and associated food facilities. The Contractor may install as many extensions as are necessary for proper communications both inside and outside of the University community, but must maintain a minimum number of office extensions connected through the University's

telephone system. The University will bill Contractor for such telephone service on the same basis as it bills its own departments.

4.01.44 The Contractor shall make no alterations to any MVSU property, including but not limited to Food Service equipment or erect any signs without prior written permission from the University.

4.01.45 The Contractor will be responsible for maintaining in good condition and working order all University owned equipment it uses to provide Food Service.

4.01.46 The University will furnish to the Contractor an initial inventory of small utensils, pots, pans, chinaware, flatware, and glassware. A list of such inventory will be provided at the start of the contract.

4.01.47 The Contractor is responsible for control of all keys to MVSU buildings and facilities provided to it by the MVSU. The Contractor shall be responsible for reimbursing the University for replacement of lost keys and cost of re-keying and replacement of lock cylinders required as a result of negligence and/or lost keys by its employees.

4.01.48 The Contractor is responsible for furnishing itself any and all vehicles it needs to conduct business on the MVSU campus.

4.01.49 On termination or expiration of the contract, the Contractor will be required to vacate premises and return all equipment, small utensils, pots, pans, chinaware, flatware, and glassware (collectively "Property") furnished by MVSU. Such premises and Property shall be in the condition in which it was received, except for ordinary wear and tear, and except to the extent that the premises or Property have been damaged by fire, flood, earthquakes, or other acts of God, or by theft by persons other than employees of the Contractor, provided such theft is not a direct or indirect result of Contractor's or Contractor's employees' or agents' negligence and an appropriate report and investigation made by the MVSU Police Department.

Food Standards

4.01.50 All cooking and preparation of food shall be performed in MVSU's facilities on-campus. The Contractor will not be authorized to utilize the facilities or to conduct or prepare any food items for any other Food Service or purpose not specifically set forth in this RFP, unless the University agrees otherwise in writing. The use of the food facilities for off-campus catering is allowed provided MVSU receives an appropriate mutually agreed upon commission on those sales.

- 4.01.51** The Contractor will prepare the majority of meals from “scratch”.
- 4.01.52** Cooking and storage temperature and cooking and storage times will be regulated in order to eliminate harmful bacteria, germs, parasites and other causes of food-borne illnesses, and to retain nutrients and serve palatable and attractive food.
- 4.01.53** Food will be prepared, arranged and displayed to ensure maximum eye appeal.
- 4.01.54** Standardized recipes for all service areas are required of the Contractor. Upon request, these recipes will be made available to the University.
- 4.01.55** The daily menu including nutritional information shall be posted prior to the day of service where it can be read by the guests/customers.
- 4.01.56** Permanent signs shall be displayed in MVSU - approved areas to identify food concepts, salad bars, dessert areas, etc., as requested by the University. The University shall approve both design and location of all signage.
- 4.01.57** The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage and inventory of all foods and direct supplies, and will pay for all food and direct supplies related to food production, service and management applicable to the contract. The Contractor must be able to identify a clear audit trail for all transactions.
- 4.01.58** The University shall have unfettered access to any and all Contractor records, receipts, production sheets, product specification, and quantities of food issued by each service unit to ensure that portions specified are complied with.
- 4.01.59** All food items shall be delivered in proper transportation containers at MVSU approved times and locations, and reflect proper refrigeration temperatures to maintain quality of product. Any purveyor not providing adequate refrigeration or protection from product deterioration during transport shall be, at the discretion of the University, barred from the University as an acceptable purveyor. It will be the Contractor’s responsibility to replace the purveyor with a purveyor acceptable to MVSU.
- 4.01.60** MVSU Representative(s) will randomly test food quality. This will include sampling from the kitchen, the serving line, and catering menus. If food does not meet MVSU standards, it must be removed from service immediately.

Prices, Portions, Service and Menu Selection

4.01.61 The Contractor shall submit for MVSU approval a price listing for items sold in all cash operations four weeks prior to each semester. This same information shall be submitted with the Respondent's proposal.

4.01.62 The Contractor must develop and implement an MVSU approved system for determining customer satisfaction twice per contract Year. Respondent must include a description of its proposed system with its proposal. The University shall appoint a Food Committee to evaluate Food Service activities and to make recommendations for improvements in facilities and services. The Contractor shall take affirmative action on all issues raised through surveys and requests referred to it by the Food Committee. One facet of the customer feedback system could be monthly residential meetings conducted by the Contractor.

4.01.63 The University is sensitive to the environmental impact of the wastes created by its Food Service program and thereby requires the Contractor to participate in MVSU recycling efforts including but not limited to cardboard box baling, paper, aluminum, plastic, and grease recycling, and providing food waste for compost manufacture. The University encourages the Contractor to investigate other alternatives to reduce waste such as donations to local food banks and application of new technologies. Respondents are encouraged to include any sustainability programs and initiatives they currently have in place in their proposal.

Health and Safety:

4.01.64 The Contractor must comply with all health and safety laws. The Contractor will require its employees assigned to the University to submit to periodic health examinations at least as frequently and as stringently as required by law, and to submit satisfactory evidence of compliance with all governmental health regulations to the University's designated representative.

4.01.65 It shall be the sole responsibility of the Contractor to require its employees to abide by all health and safety requirements imposed by law. Further, the Contractor and all of its employees shall abide by safety and health regulations set forth by the University.

4.01.66 The Contractor agrees to forward a copy of the health inspection reports for each Food Service area to the University's designated representative. All critical items cited must be accompanied by an explicit plan of correction.

4.01.67 The Contractor is responsible for establishing and maintaining a sanitary barrier to minimize the contamination of food by:

- Ensuring that it does not hire food preparation and service personnel with infectious diseases where there are no reasonable, scientifically-approved methods to prevent spread of that disease via food preparation and service.
- Ensuring that employees with infectious diseases that can be prevented from spreading through Food Service via reasonable scientifically-approved methods are trained in and consistently use those methods and those employees who fail to use those methods are immediately and permanently removed from Contractor's Food Service program at MVSU.
- Developing and monitoring high standards of personal hygiene among employees and agents.
- Providing necessary equipment and supplies for maintaining personal hygiene and sanitation practices.
- Ensuring an adequate workforce and sick leave so that employees with communicable illnesses, including but not limited to colds and flu, are not pressured to come to work.
- Adequately training employees in hygiene and sanitation requirements and techniques.
- Constantly and consistently supervising to ensure that employees and agents do not spread illness or disease through food preparation or service.

Sanitation and Environment:

4.01.68 The Contractor shall adhere to the highest standards of cleanliness and sanitation and shall comply with all federal, state and local health and sanitation regulations that apply to Food Service operations. Copies of all Health Department inspection reports shall be provided to the University. The Contractor shall immediately remedy any shortcomings within its control and responsibility. If the Contractor fails to rectify and remedy any such deficiencies in its operations with due dispatch, as determined by the University in its sole discretion, the University may terminate the contract.

4.01.69 The University reserves the right to inspect all dining areas, kitchen and preparation areas, storage areas, offices and any other space under the Contractor's control at any time with or without notice.

4.01.70 The University shall cooperate with the Contractor to encourage the practice of self-bussing of dishes and trays. Notwithstanding, the Contractor shall be responsible for the timely removal of any dishes or trays left on the tables.

4.01.71 The Contractor shall provide all set up and custodial services that are required to maintain the areas used for Food Service and preparation in sanitary condition. Contractor is also responsible for any food-related set up and clean up in areas where it has provided catering services, such clean up to occur immediately following completion of the meal or meeting.

4.01.72 The Contractor shall be responsible for the removal of all refuse to designated areas related to the Food Service program. MVSU shall be responsible for providing waste removal from those designated areas.

4.01.73 MVSU shall be responsible for providing pest control services necessary for the Food Service areas.

4.01.74 The Contractor shall be responsible for all laundry service associated with its operations.

Equipment and Facilities Maintenance and Sanitation:

4.01.75 The Contractor shall, at a minimum, provide daily set up, housekeeping, cleaning, maintenance and sanitation service in kitchens, serving and dining areas and all other assigned areas used in receiving, preparation, serving and storage of food or for use by Food Service personnel, including employee lockers, restrooms, offices and trash/waste areas. Such service shall be provided on a more frequent basis if needed to ensure sanitary conditions. The Contractor will be responsible for the routine cleaning of walls, and tray or dish returns, waxing and buffing of floors, and washing insides of windows lower than 6 feet in height. A schedule of these dates of service shall be submitted annually to the University's designated representative.

4.01.76 The University shall be responsible for semi-annual cleaning of the hoods and filters in all kitchen and cooking areas.

4.01.77 The Contractor will remove all trash, garbage, recyclables and debris from all premises occupied or used by the Contractor.

4.01.78 The Contractor will dispose of cooking grease, oils, or fats using a rendering company or other University-approved method of disposal.

Personnel:

- 4.01.79** The Contractor shall maintain an adequate staff at all times to ensure a high quality Food Service operation, including expert personnel for administration, meal planning, purchasing, equipment consulting, and supervision. The Contractor shall submit by July 1 of each year the organization and staffing plan for administration of the Food Service operations for review and approval by the University. A qualified supervisor shall be on duty at all times food is being prepared, served or a Food Service area is being cleaned.
- 4.01.80** The University must approve Contractor's choice of its directors and managers. No assignment of such personnel shall be made without prior approval from MVSU.
- 4.01.81** Contractor will remove the director(s) or unit manager(s) from the Food Service operation at MVSU's request. The Contractor will not assign the director(s) or unit manager(s) to work away from MVSU without the University's prior approval.
- 4.01.82** The Contractor shall provide corporate management staff, made known to the University by name, to routinely review and inspect operations, personally fill vacancies, consult with the University on current and future Food Service programs, and to act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of the contract.
- 4.01.83** The Contractor will make provision for a manager or supervisor to be accessible to patrons at each meal. Such management should be non-production personnel and should be clearly identifiable as the individual in charge of the operation and available to patrons.
- 4.01.84** The Contractor is encouraged but not required to use as much part-time student help as possible.
- 4.01.85** All employees of the Contractor assigned to jobs on campus shall be attired in clean uniforms, have prominently displayed nametags. Management and administrative staff should be dressed in business attire with nametag.
- 4.01.86** Contractor shall ensure that its employees and agents abide by all MVSU ordinances, regulations, policies and procedures while on

campus, including, but not limited to, those concerning weapons and explosives, non-discrimination, traffic and parking, smoking and drugs and alcohol. The Contractor shall at MVSU's request, remove employee or agent who is believed to have violated a College ordinance, regulation, policy or procedure. Drinking of alcoholic beverages or the use of illegal drugs or being under the influence of either on the job by the Contractor's employees or agents will not be permitted. Smoking is prohibited on MVSU campuses. Weapons are not permitted on University property, including properly permitted concealed weapons.

4.01.87 Contractor shall not penalize or prohibit MVSU from hiring any employee who works for the Contracting Company.

Inspection:

4.01.88 The University shall have the right to access all Food Service facilities to inspect the operation thereof and the work of the Contractor with respect to the quality and quantity of food served, preparation and serving methods and procedures, sanitary and safety standards, cleanliness, appearance and conduct of the Contractors employees, operating hours, and general housekeeping and upkeep of premises.

4.02 Minimum Program Requirements

Board

4.02.1 The Contractor will include proposed weekday and weekend service hours in the H. M. Ivy Dining Facility.

4.02.2 The Contractor will include proposed hours in all retail outlets.

4.02.3 The Contractor shall propose a variety of food preparation viewing stations.

4.02.4 The Contractor shall propose menus with demonstrated commitment to fresh food and healthy options.

4.02.5 The Contractor shall propose nutritional and vegetarian dish ingredients labeling program.

4.02.6 The contract shall propose flexible board options for residential students.

4.02.7 The contract shall provide at least 3 board plans for MVSU.

4.02.8 The Respondent will include price sample menus for cash operations in the proposal.

4.02.9The Respondent shall include a description of branded and non-branded food concepts for any or all food locations. MVSU is open to a purchase requirement for our commuting students of no more than \$150.00 per semester to be placed in a declining balance account. These monies must roll over semester to semester and be refundable to the student when they withdraw or graduate from MVSU.

4.02.10 The Respondent shall provide a description and drawings of any proposed facility changes and financial commitment. All amortizations must commence at beginning of contract term and shall expire at conclusion of contract term. Under no conditions is any interest or penalty to be charged if contract is terminated early by either party. MVSU must approve all facility modifications.

Catering

4.02.11 The Contractor will develop menus and appropriate point of service plans to meet the diverse needs of the University and the catering operation. The Contractor will demonstrate variety, creativity and flair in the development of menus and services. A menu guide and associated costs must be available for student groups, general public and special events. The Contractor will include a sample of catering menus and prices it may use in servicing the Campus. Final catering menus will be approved by MVSU. Catering to the president's home will also be required.

4.02.12 The Contractor will allow for custom menus, ethnic menus, and other special requests as needed. Upon request of the University, the Contractor will meet with customers to discuss special needs.

4.02.13 All catered event policies, including cancellation, must be approved in writing by the University. For purposes of this RFP, Respondents must include a recommendation for service charges, cancellation policies, and other expected guidelines.

Financial

4.02.14 The respondents shall submit its proposal for a 5 year contract term **with a prior approved 5 year extension Board by IHL**. Each proposal shall include an implementation schedule, labor schedule for each proposed location and financial pro forma (and assumptions) for each of the first three years of the proposed contract term.

4.02.15 "Gross cash sales" will be considered total revenue from all retail, catering sales of food, products and other services, less applicable

sales tax, but does not include revenue from the MVSU board program.

4.02.16 Financial strategy for expansion and equipping of certain MVSU facilities shall be outlined in the proposal.

4.02.17 Pro Forma: The Contractor shall submit a complete estimated operating statement for the proposed contract period(s).

Marketing and Outreach

4.02.18 The Contractor shall immediately have in place, and maintain, throughout the term of the contract, a marketing program that emphasizes an entrepreneurial attitude regarding dining services. Such a program might include discount coupons, specials, special events and new menu items. The success of this marketing program, as exemplified by growth in sales and positive survey results, will be a critical factor in the maintenance of a successful contract.

4.02.19 The Contractor will design, develop, publish and distribute a variety of promotional materials including a student information brochure as well as catering menus, brochures and solicitation plans. Parent marketing should also be in place for birthday treats, exam kits and other similar services.

4.02.20 The Contractor will design, develop, print and post to the food service page of MVSU's website a monthly Food Service calendar identifying special events, food specials and newly introduced menu items.

4.02.21 The Contractor will develop and maintain a web site for campus Food Services and information.

4.02.22 The Contractor will have in place an innovative nutrition awareness program. The program might consist of visits by qualified dietitians and nutritionists, nutritional labeling, periodic newsletters, bulletin board displays, table tents, and handouts, which provide nutrition information, based on the USDAIDHHS Dietary Guidelines for Americans.

4.02.23 The Contractor will encourage customer feedback through periodic surveys of all dining service operations, use of suggestion boxes and/or boards with prompt responses, and by managers and

supervisors mingling and conversing with the customers. Results of these surveys and proposed actions will be communicated to MVSU.

Management Capability

- 4.02.24** Respondents must provide precise plans for each phase in assuming management control and describe its ability to commit the personnel and resources required to develop a responsive management structure. A statement of the Respondent's management philosophy should be included in its proposal.
- 4.02.25** Respondent's proposal must include an organizational chart showing the management structure Respondent will use, including special staff, personnel, line supervision and their relationships to campus personnel. Contractor's personnel available to the University for special events should also be listed.
- 4.02.26** The proposal should include single page profiles of individuals who will be assigned to management positions in MVSU's Food Service operation, identifying which position a particular person will fill. The profiles should describe experience, education, background, specific professional accomplishments and any special qualifications. Final selection of management personnel will be approved by MVSU, per Section 4.01.81 above.
- 4.02.27** The proposal shall include a description of training programs used for management and other staff personnel.
- 4.02.28** The proposal shall include a description of benefit packages used for management and hourly staff personnel. It is MVSU's desire that these packages be at or better than the current packages currently available to these employees.

Current Hourly Food Service Employees

- 4.02.29** All current employees will be retained or compensated at the discretion of the next successful bidder.

Contractor's Experience and Capabilities

- 4.02.30** The proposal must include a description of the general background, experience and qualification of the Respondent in Higher Education or

similar Food Service. The Respondent must list at least 2 operations presently served that are similar in nature to that of MVSU's. A general description of the type of units (e.g., cafeteria, snack bar, etc.) the period of time Respondent has served that contract. This information shall include the names, titles, e-mails, addresses and telephone numbers of individuals who are in a position to evaluate the general quality of the operation at their facility. Proposal should also include a lost client list within the past three (3) years.

4.02.31 The proposal shall include a copy of Respondent's most current, certified year-end balance sheet, income statement and statement of changes in financial position.

4.02.32 The proposal shall include the respondent's current sustainability initiatives and programs.

5.0 SECTION 5 - CONTRACT FORMATION AND TERM

5.01 Request For Proposals: Proposals will be treated as offers to enter into a contract with Mississippi Valley State University. Written acceptance of a proposal by the University shall constitute a contract, pending execution of a formal written contract satisfactory to both MVSU and the Contractor and approval of the Board of Trustees of the State of Mississippi Institutions of Higher Learning.

5.02 Term of Contract: The contract period shall begin July 1, 2021 MVSU plans to award a contract for an overall period of 5 years **with a prior approved 5 year extension pending IHL Board approval at that time.**

6.0 SECTION 6 – PROPOSAL FORMAT

6.01 Information Requirements

6.01.1 The Respondents must use this format for their proposals. Any proposal not providing the required information, or not conforming to the format specified, may be disqualified. Please refer also to **SUBMISSION DEADLINE AND REQUIREMENTS, Section 1.02** for additional requirements.

6.01.2 Proposals must be organized by each of the divisions described below and completed in full. Each proposal will be reviewed to determine if it is complete prior to actual evaluation and the University reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially non-responsive to the requests for information contained herein. A submission may be considered non-responsive if it

includes extraneous information not specifically requested in this RFP. The clarity and conciseness of proposals will be valued over sheer volume.

6.01.3 Each division and exhibit described below should be indexed, tabbed and presented within a separate section. The tabbed divisions of the RFP shall be as follows:

Tab 1 -Transmittal Letter

Tab 2 -Table of Contents

Tab 3 -Minimum Contract and Program
Requirements

Tab 4 -Financial Proposal

Tab 5 -Required Forms

6.01.4 A transmittal letter prepared on the Respondent's business stationery should accompany each submission. An individual who is duly authorized to legally bind the Respondent in contract must sign the letter.

6.01.5 The Respondent will provide a brief summary of the overall approach to providing the required Food Service program.

6.01.6 Selection Time Line

Mississippi Valley State University's anticipated time line for the selection process is:

October 22, 2020	RFP mailed to prospective Respondents
November 4-6, 2020	Campus/Facility Tour to be scheduled
November 12, 2020	Deadline for submitting written requests for clarification & questions
November 24, 2020	Deadline to reply to questions & clarification
December 9, 2020	Deadline for submitting proposals
December 11, 2020	Development of List of Respondents invited to present proposals to Selection Committee
December 14-16, 2020	Oral presentations to the Selection Committee
December 21, 2020	Evaluation of proposals/selection sent to the President.
January 6, 2021	Selection of preferred respondent
January 8, 2021	Contract negotiations completed and proposed Contract sent to IHL board for approval.

7.0 SECTION 7 - EVALUATION CRITERIA

7.01 A comprehensive evaluation will be made of the various provisions of each proposal, including the financial and technical risks considered in conjunction with the monetary benefit to the University. Selection will be based on which Respondent is likely to provide the greatest overall benefit to Mississippi Valley State University. Evaluation of proposals does not mean that any Respondent(s) will be selected for further negotiation. All proposals may be rejected. The specific evaluation criteria, in no particular order, include the following:

- Understanding and meeting requirements of the RFP.
Response to specific questions, issues, goals and specifications

- Clarity and appropriateness of recommendations related to meeting overall and specific objectives identified in the RFP
- Suitability of the projected operating budget, including but not limited to operating costs and the ability of the proposed program to generate revenues for the University
- Past experience in Food Service operations of a similar nature
- Retail price competitiveness
- Creativity and flexibility
- Management depth and experience
- Training methods and procedures for management and hourly staff
- Evidence of a “customer service” focus
- Willingness to participate financially in facility renovations or offer substantial cost savings.

7.02 Presentations: To assist in the evaluation process, as determined by MVSU in its sole discretion, Respondents will be invited for an interview and the opportunity to give an oral presentation of their proposal to the University’s Selection Committee. The presentation should be no longer than one (1) hour in length, with sufficient time allocated for questions and answers. The presentations will take place the week of November 10, 2020 between the hours of 9 am and 5 pm. Specific appointments will be scheduled with the invited Respondents.

8.0 SECTION 8 - GENERAL TERMS AND CONDITIONS

8.01 Federal, State And Local Law Compliance: Contractor, its employees and agents in all activities undertaken on University property including, but not limited to, those relating to the Food Service operation, shall fully comply with all applicable federal, state, local and University laws, rules ordinances, regulations, policies and procedures, and shall indemnify, defend and hold MVSU and IHL, its trustees, officers, employees and agents harmless from and against any and all claims, damages, losses, and expenses, including attorneys fees, resulting from failure of such compliance by Contractor, its officers, employees and/or agents, regardless of the reason therefore.

8.02 Federal, State and Local Licenses, Permits and Fees: Contractor shall give all notices and secure and pay for all licenses, permits and fees required by law to perform Contractor’s obligations under the contract.

8.03 Taxes: The Contractor is responsible for collection and payment of all sales, personal property taxes, and other applicable taxes related to the goods and services provided under the contract.

- 8.04 Diversity:** The University is committed to supporting Diversity. As part of the proposal submission, the Respondent must identify actions and strategies it will utilize to offer substantial and meaningful opportunity for under-represented groups owned businesses to compete for participation in the Food Service operation at MVSU. If Respondent has successfully implemented a supplier diversity program with other clients, it is encouraged to include information regarding that program in its proposal. Furthermore respondent is encouraged to share its corporate philosophies and programs in support of building a diverse workforce.
- 8.05 Equal Employment Opportunity Requirements:** The Contractor will comply with all laws and all published rules, regulations, reporting requirements, directives and orders of the EEOC and the state of Mississippi Civil Rights Commission. The Contractor will include, or incorporate by reference, these provisions in every subcontract or purchase order and will be binding upon each subcontractor. Breach of this sub-section will be considered a material breach of the contract.
- 8.06 Discrimination:** Contractor shall be responsible for compliance with all federal and state nondiscrimination laws. This includes, but is not limited to the applicable sections of the State of Mississippi Persons with Disabilities Civil Rights Act (P.A. 1976, No. 220, being MCLA 37.1101 et seq.) and the Elliot-Larsen Civil Rights Act (P.A. 1976, No. 453, as amended, being MCLA 37.2101 et seq.) and, in particular, the provision that illegal discrimination by the Contractor may be considered a material breach of this Agreement.
- 8.07 OSHA Compliance:** All goods or services to be furnished by the Contractor shall meet all applicable requirements of the federal and Mississippi Occupational Safety and Health Acts. Alleged violations or deviations from said state and federal requirements pertaining to any goods or services to be furnished by the Contractor or the Contractor's working conditions or employment practices, must be corrected and penalties levied by OSHA paid by the Contractor.
- 8.08 Business Relationship Affidavit:** The Contractor certifies that no elected or appointed official or employee of the State of Mississippi Institutions of Higher Learning Board or Mississippi Valley State University has benefited or will benefit financially or materially from any consideration of its proposal, the selection of the Contractor, or the contract.
- 8.09 Repairs to Property Damage:** Any damage to MVSU properties caused by the Contractor, its agents or employees shall be repaired so that the properties are in as good condition as found. All repairs shall be accomplished at no cost to the University.
- 8.10 Contract Assignment or Sub-Contract:** The resulting contract shall not be assigned, transferred, or subcontracted in whole or in part without the prior written approval of the University. The Contractor shall ensure that each

subcontractor is legally bound by the terms of the contract, as it may be amended from time-to-time.

- 8.11 Indemnification:** The Contractor shall indemnify and hold harmless MVSU, its agents and employees from and against all claims, damages, losses and expenses including attorneys fees arising out of or associated with the service provided pursuant to the contract, or resulting from damages or injuries incurred by the University, its trustees, officers, employees, agents or students or any third party by reason of any defect in material, workmanship, and/or design of any goods furnished by the Contractor, excepting only such liability that may result solely from the acts of negligence of the University or its employees, and in any case the Contractor shall, at the request of the University, undertake to defend any and all suits and to investigate any and all claims, whether justified or not, if such claim or suit be against the University.

Such indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

This indemnification and the indemnification set forth in Section 8.01 shall survive termination and/or expiration of the contract.

8.12 INSURANCE REQUIREMENTS:

8.12.1 The Contractor shall purchase and maintain for the life of the Contract Comprehensive General Liability and Bodily Injury and Property Insurance in the combined single limit of not less than ten million dollars (\$10,000,000.00), including but not limited to Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability and Products Liability, covering the operations and activities of the Contractor under the contract. Contractor is required to have auto liability insurance. General liability insurance and auto insurance of the Contractor are primary and non-contributing.

8.12.2 The University shall be identified as an additional insured under the coverage obtained pursuant to Section 8.12.1. Certificates of Insurance shall be in a format acceptable to the University, and must be provided to the University before commencement of the contract. The certificates must contain a provision that coverage provided under the policies will not be modified or canceled until at least thirty (30) days prior written notice has been given to the University. The Contractor shall require its subcontractors to maintain equivalent coverage. Failure to maintain insurance shall be considered a material breach of the contract.

8.12.3 The Contractor shall maintain appropriate levels of workers' compensation insurance. In no event shall the Contractor's employees

be considered employees of the University for any purpose, including, but not limited to, workers' compensation benefits and disability. Contractor is required to include a waiver of subrogation in its WC policy.

- 8.13 Transition Plan** – Should the selected contractor be other than the current contractor, the selected Contractor will be responsible to develop a detailed, proactive transition plan for assuming the management of the food services program from the current Contractor. The selected contractor is also responsible for developing a construction plan and timetable for agreed upon renovations. The intent of this construction plan will be to minimize summer conference services while maximizing the on-time delivery of the renovations. The plans shall be subject to review and approval of the University which shall retain the authority to make alterations to the transition plan. The University will provide the selected Contractor with office space and telephone service sixty (60) days prior to the start date.
- 8.14 Section Headings** - The section headings used in this RFP are provided for convenience of reference only and have no meaning. Such section headings shall not be used to interpret or otherwise construe the meaning or intent of a particular section(s) of the RFP or the RFP itself.

EXHIBIT 1

MVSU Profile

MVSU Profile

The main campus of MVSU is located in Leflore County, one mile northeast of Itta Bena adjacent to U.S. Highway 82. The institution is located on a 450-acre tract of land. The site for the campus development consists of 200 acres. MVSU is also approximately five miles from Greenwood, which has a population of 18,906 and approximately 50 miles from Greenville, which has a population of 45,226. The University is approximately 100 miles nor of Jackson and 120 miles south of Memphis, Tennessee. It is located in the heart of the Mississippi Delta where 34 percent of the black population of the State is located. Nearly 2147 full and part-time undergraduate and graduate students attend Mississippi Valley State University.

Mississippi Valley State University is one of America's best in the southern region according to U. S. News & World Report. Located in Itta Bena, MVSU prepares students for a successful life after college. MVSU students enroll from all parts of the U.S., Canada and other countries. The University's mission is, as a Carnegie Classified Master's University, to "provide comprehensive undergraduate and graduate programs in education, the arts and sciences and professional studies. The University is driven by its commitment to excellence in teaching, learning, service and research-a commitment resulting in a learner-centered environment that prepares critical thinkers, exceptional communicators and service-oriented, engaged and productive citizens." MVSU is the first University to partnership with FedEx Logistics. The satellite office is located on the MVSU Campus. This program has entrusted 48 MVSU students the task of connecting 90% of the world's GDP by clearing packages that are flying across the globe.

2,147 unduplicated students are enrolled at MVSU for the Fall 2019 semester.

Below are for 2019-20 Academic Year:

70 % are full-time students.

61 % are female.

39 % are male.

2 % are white.

91 % are African-American.

7 % are degree seeking new transfer students.

16 % are first-time, full-time bachelor's degree seeking freshman students.

Student to Faculty FTE Ratio: The Student to Faculty FTE ratio is approximately 14 to 1.

MVSU Employees

MVSU has approximately 532 employees.

Approximately 56 % of employees are female.

Approximately 44 % of employees are men.

Approximately 10 % of employees are minorities.

MVSU is an affirmative action/equal opportunity institution.

EXHIBIT 2

CAMPUS SALES

Meal Plan Utilization 2019-2020 Fall & Spr

Meal Plans	# Students	Price	Revenue
19		\$1806	
15		1806	

July 2019 – June 2020

Board Sales
Cash Line Door Sales
Retail Sales
Catering Sales
Summer Conference Sales
Concession Sales

Prices not available during the time of the RFP preparations

EXHIBIT 3

CAMPUS HOURS

OF

OPERATION

H. M. Ivy Dining Facility

Breakfast:

Monday - Friday: 7:00 a.m. - 9:00 a.m.

Brunch:

Saturday - Sunday: 10:00 a.m. - 1:00 p.m.

Lunch:

Monday - Friday: 11:00 a.m. - 2:00 p.m.

Dinner:

Monday - Friday: 5:00 p.m. - 8:00 p.m.

Wrap'd & Chop'd

Monday - Thursday: 11:00 a.m. - 10:00 p.m.

Friday: 11:00 a.m. - 10:00 p.m.

Note these are the current hours of operation. We are looking to extend the operating hours of the Dining Hall which will also include dinner on Saturday and Sunday.

EXHIBIT 4

Contractual Requirements as set by the State of Mississippi Attorney Generals Office for Contracts being submitted for approval by the State Institutions of Higher Learning

1. There must be consideration present and a clear contractual purpose.
2. The contract should include a period of performance or contract term.
3. The parties to the contract should be clearly identified and correctly named.
4. All contracting parties must be licensed to do business within the State of Mississippi and in good standing with the Secretary of State's Office. Note certain exceptions.
5. There should be a termination clause providing for the specific circumstances under which either party may terminate the contract.
6. The contract should provide for events of default of all parties. Notification of default and a method to cure should also be included.
7. There should be signature lines for execution by the proper individuals who have the legal authority to represent and legally bind the parties to the contract.
8. All provisions should be clear and unambiguous, leaving no room for multiple interpretations of the parties' obligations under the contract.
9. All exhibits and attachments referenced in the contract must be attached.
10. The contract should clearly specify the required amount, time and manner of payment.
The provision should comply with Miss. Code Ann. § 31-7-301, et. seq. that provides for payment within forty-five (45) days of the date the invoice is received.
11. The university cannot contractually agree to pre-pay in advance for goods and services.
12. The contract should include a non-availability of funds clause that provides for termination by the university in the event the funds appropriated by the legislature

- become unavailable.
13. Clauses that require the university to indemnify or hold harmless the other party should be deleted.
 14. Clauses that limit the other party's liability to the university should be deleted. The exception is an expressed limitation for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer hardware, computer software and services performed on computer hardware and software, which are sold between merchants.
 15. If the contract is for computer services, etc., it should contain the following language:

"Upon expiration or earlier termination of the Agreement, Contractor agrees that University may elect to have Contractor migrate the data to a University computer at no cost to University, or for Contractor to provide the data to University in another form which is acceptable to University at no cost to University."
 16. Arbitration clauses should be deleted.
 17. Most contracts should include a "Force Majeure" or "Acts of God" provision.
 18. If the contract contains a confidentiality clause, it should be modified to make the clause enforceable to the extent permitted by the Miss. Public Records Act.
 19. The contract should be governed by the laws of the State of Mississippi and venue cannot be agreed to outside of the State of Mississippi.
 20. The contract should contain a clause stating that the contract contains the entire agreement of the parties.
 21. The contract should specify that the contract can only be amended by written agreement of the parties.
 22. The contract should provide specific steps for providing notice to the parties.
 23. All requirements that the university purchase insurance should be deleted.
 24. Delete any provision requiring the university to be liable for payment of taxes. State agencies are tax exempt.
 25. Delete any waiver of defenses or immunities.
 26. Any provision limiting the time frame in which the university may bring suit should be deleted. The contract may not change the statute of limitations period. The contract may not waive the university's right to a jury trial.
 27. Any provision giving the other party exclusive control over litigation must be deleted.

28. Delete provisions requiring the university to pay any attorney's fees.
29. All service contracts must contain an E-Verify clause.
30. Any provision prohibiting or penalizing the university from hiring an employee who works for the contracting entity should be deleted.
31. The contract should not allow for assignment or subcontracting without written consent.
32. The contract should contain a severability clause stating that if any provision is found to be invalid, etc., the remaining provisions shall continue.
33. The contract should contain a provision which indicates that a contract shall comply with all applicable laws, ordinances, rules and regulations, etc.