University of Arkansas Hope-Texarkana

Request For Proposal RFP # 2025-01

Campus Food Service Operation

Issued By:

University of Arkansas Hope-Texarkana Business Office 2500 S Main St Hope, AR 71801

Proposal Opening Date & Time

July 10, 2025 10:00 AM

1.1 Introduction

The University of Arkansas Hope-Texarkana, hereafter referred to as the College or UAHT, will consider proposals for the management and partnership of a food service operation located in the UAHT Student Center on the Hope Campus, exclusive of vending machine operations. UAHT is a two-year campus of the University of Arkansas System and serves Southwest Arkansas by providing quality education programs at an affordable cost.

The College will retain all vending machine operations. It is UAHT's intent to select the proposal which appears to be the most favorable in all respects, including overall cost, scope, proven service capability and demonstrated commitment to a quality food service operation. The College invites all food service establishments, hereafter referred to as the Contractor, to submit a response to the College's Request for Proposal (RFP) for the operation of Food Service in accordance with the RFP terms and conditions.

1.2 Statement of Work

The primary objective of this RFP is for the purpose of entering into a contract to provide retail operation of Food Service at UAHT. UAHT hopes to be able to offer food services starting with the beginning of the Fall 2025 semester on Wednesday August 20, 2025.

1.3 Costs For Proposal Preparation

The Contractor must bear all costs associated with the preparation of their proposal.

1.4 Proprietary Information

The College considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or proprietary nature and, therefore, shall be subject to public disclosure. UAHT will disclose any portion of the proposal to the members of the evaluation committee and other necessary staff prior to the contract award. The College retains the right to disclose the name of the successful applicant, the amount of the contract, and any information in the proposal that is pertinent to the selection of the Contractor.

Any information of a proprietary nature that the Contractor does not want disclosed to the public or used for any purpose other than an evaluation of this offer should be on separate sheets. Each sheet containing such information must be appropriately marked "Confidential".

1.5 Term, Renewal, Termination

The requested services are to commence no later than a date to be agreed upon by the College and the Contractor. The term of this contract will be for a period of four (4) years from the date of award. Subject to mutual written agreement by both the Contractor and the College, this contract may be renewed on an annual fiscal year basis thereafter not to exceed an aggregate of three (3) one-year renewals.

The College agrees to give the Contractor, on or before the renewal date of each year, written notice of the College's intention to renew the contract. The contract may be cancelled by either party, for cause, with 30-day written notification.

Upon termination of the contract, the Contractor shall vacate all occupied parts of the College premises in the same condition made available to the Contractor, reasonable wear and tear, fire and other casualty loss excepted. The College may terminate this contract for breach/neglect as determined by the College when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage and or failure to maintain quality of service at a level satisfactory to the College.

In the event that the Contractor is not able to perform under this contract due to events beyond the reasonable control of the Contractor, the College may, at its option, terminate the contract.

1.6 Selection Process

A Contractor will be selected on the basis of the proposal submitted which is, in the opinion of the College, in the best interest of the College when all factors are considered. Factors considered will include, but are not limited to, pricing, menu selection with pricing, services offered, scope of service, quality, experience, marketing capabilities, staffing plan, business structure, and creativity. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items. UAHT will be the sole judge as to whether the Contractor's proposal has or has not satisfactorily met the requirements of this RFP. Examples of the above-mentioned factors should be included with the <u>Official Proposal Signature Document.</u>

Instructions

2.1 Proposal Opening Date and Location

Written proposals will be accepted by the Business Office of UAHT if received no later than 12:00 PM central time on Wednesday, August 8, 2025. All proposals shall be mailed or delivered to:

Mailing Address:	Delivery Address:
UAHT	UAHT
Business Office	Business Office - Administration Building
PO Box 140	2500 S Main St
Hope, AR 71802-0140	Hope, AR 71801

The proposals will be opened in the Administration Board Room in the Administration Building on Campus by the selection committee.

State law requires that the proposal be submitted no later than the date and time specified in this RFP. Late responses, responses in route and those left in locations other than the UAHT Business Office in the Administration Building will not be considered. Proposal openings are open to any interested party and to the general public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

2.2 Proposal Identification

Response envelopes should be filled out to indicate <u>RFP # 2025-01</u> and the name of the proposer. Proposals in response to this RFP are formal proposals and must be received in sealed packaging. Please make sure RFP # 2025-01 is written on outside of packaging to ensure it remains sealed until opening.

2.3 Examination and Inspection of Site

Contractors are encouraged to carefully examine the general conditions of the facilities and proposal specifications as to all conditions and matters which can in any way affect the work or cost thereof.

Inspection appointments should be coordinated with Derek DeArman, Director of Physical Plant for UAHT. His telephone number is 870-331-0070 and email <u>derek.dearman@uaht.edu</u>. All other inquires about the bid opportunity or bid process should be directed to Sherri Ford, Vice Chancellor of Finance & Administration for UAHT. Her telephone number is 870-722-8545 and email is <u>sherri.ford@uaht.edu</u>.

State Mandatory Requirements

3.1 Certification of Illegal Immigrants

Pursuant to Act 157 of 2007, the successful proposer must certify prior to award of the contract that they do not employ or contract with any illegal immigrants.

3.2 Governor's Executive Order 98-04

The successful proposer must execute the paperwork required by the Governor's Executive Order 98-04 relating to relatives working in agencies. The College will provide the necessary forms.

3.3 Equal Opportunity Policy

Act 215 of 2005 requires that each entity or person interested in contracting with the State must include with its proposal a copy of the company's Equal Opportunity Policy.

3.4 Performance Standards

State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. The contract will identify expected deliverables, performance measures, or outcomes; and define the acceptable standards a vendor must meet in order to avoid assessment of damages. Performance Standards will be negotiated prior to contract award, prior to the commencement of services, or at times throughout the contract duration.

Other Contractual Matters

4.1 Conditions and Terms of Proposal

If the proposing party submits standard terms and conditions with the proposal that are in conflict with the laws of the State of Arkansas, the state laws shall govern.

4.2 Indemnification

Contractor shall indemnify, defend and hold harmless UAHT, its officers, agents and employees from and against any claims, damages, expenses, including an amount equal to reasonable attorney's fees or liabilities arising out of or in any way connected with this contract including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of Contractor, its officers, agents or employees.

Food Service Requirements

5.1 Objectives

The selected Contractor is encouraged to propose practical and innovative initiatives that will enhance the dining experience of students, faculty, staff, and community patrons to include menus, other branded concepts, hours of operation, and prices.

5.2 Cleaning, Maintenance, Utilities

The Contractor shall be responsible for the washing of dishes, trays, pots, pans, utensils; the cleaning and sanitation of food equipment counters, and serving lines and daily cleaning, sanitation and housekeeping in the kitchen including walls in the kitchen.

The College shall be responsible for scheduled sweeping, mopping, waxing, and other required cleaning and maintenance of the dining area as well as the periodic cleaning of walls, ceilings, vents, ducts, floor drains, and light fixtures in the storage, delivery, service, and preparation areas. The College will also be responsible for insecticide and pest control service for these areas and other such building maintenance as may reasonably be required.

The College shall be responsible for removing rubbish and garbage resulting from food service operation after it has been placed by the Contractor in containers furnished by the College for such purposes.

The College shall furnish and maintain at its expense all utilities including, but not limited to, electricity, natural gas, and water required for the food service operation. The College will also provide telephone service via the shared college connections. Credit Card machines if required would be at the Contractor's expense but can function using the College campus network. No long-distance services are required for phone or internet services.

Equipment & Fixtures

6.1 Equipment

The Contractor shall maintain a list and keep inventory of the equipment owned by the College. The College shall maintain, repair, and replace such equipment. The Contractor shall not remove any items of equipment owned by the College.

The College shall not be legally responsible for loss or damage to equipment owned by the Contractor or a Contractor's vendor located on College premises.

The Contractor shall surrender to the College upon termination of the contract all equipment and furnishings owned by the College in good repair and condition.

Personnel

7.1 Food Service Personnel/Employment

The Contractor shall hire and retain on its payroll a resident manager or coordinator of food service and such other non-management personnel as may be necessary for the efficient operation of the food service program. All persons employed by the Contractor shall be employees of the Contractor and not an employee of the College. The Contractor shall instruct its employees to abide by the policies, rules, and regulations with respect to use of College premises, as established by the College.

The Contractor shall pay all company employees in accordance with the Fair Labor Standards Act and any other applicable statutes.

The Contractor's personnel shall at all times be above reproach and the College reserves the right to discuss the conduct or performance of any company employee with the Contractor and demand replacement within a reasonable time.

Financials & Operations

8.1 Financials & Reporting

The Contractor shall be responsible for all operating costs associated with this contract. The College will maintain and pay for all utility service. The College will not be responsible for any losses due to outages. The Contractor agrees to support the College's conservation practices.

The Contractor shall provide an annual profit and loss statement to college officials. UAHT makes no commitment to the purchase or guarantee of any level of sales to the Contractor.

The Contractor shall be solely responsible for any and all tax obligations associated with this contract.

8.2 Hours of Operation

Unless negotiated otherwise, the typical hours of operations are Monday through Friday from 7:30 AM to 2:00 PM. Hours are flexible based on proposed operating philosophy. The food service operation is expected to be open primarily when classes are in session for the Fall, Spring, and Summer Semesters. The College operates on a four-day class week in the Summer Semesters. Food service operations may be closed during holidays, semester breaks, and inclement weather.

Laws & Licenses

9.1 Laws

The Contractor shall comply with all laws and regulations applicable to its food service operation hereunder.

9.2 Licenses

The Contractor shall obtain licenses or permits necessary for the food service operation on the premises as a direct cost of operation. The Contractor shall display all licenses, permits, health certifications, and health inspection reports on site.

Criteria for Evaluation of Proposals

10.1 Evaluation Criteria

The College will specifically evaluate proposals to determine the most responsive, responsible contractor, as determined by the following examples of criteria listed, but not necessarily limited to these examples.

10.1.1 Experience

<u>Experience (25%)</u> – Years of Foodservice Experience, Number and Types of Markets Served, Background in Foodservice, History of Servsafe Training, ...

10.1.2 Menu

Menu (25%) - Menu Options, Menu Pricing, Creativity, Specials, ...

10.1.3 Personnel and Support

Personnel and Support (20%) – Backgrounds, Exposures and Qualifications of Staff, Staffing Plan, ...

10.1.4 Pricing

<u>Pricing (30%)</u> – Pricing Sheet with Menu Items and Prices Listed, Services Offered to the Campus/Community/Student Body, Scope of Services, Campus Percentage of Sales Options, ...

Official Proposal Signature Document RFP # 2025-01

This Page Must Be Completed, Signed, and Submitted with Your Proposal

I, _____, the undersigned, duly authorized representative of the proposing parties, understand that the proposal must be signed by the proposing party or an authorized representative of the proposing party. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the proposing party, to be bound by them.

Signature

Name & Title

Company Name

Address

Telephone

Employer Identification Number

(Yes) (No) Indicate if Examples Noted in 1.6 are Attached