



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP

DINING SERVICES MANAGEMENT

ADDENDUM NO. 3

Dated: 1/22/21

PROPOSAL MUST BE RECEIVED BEFORE:

5:00 PM CT, TUESDAY JANUARY 26, 2021

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Stephen F. Austin State University
Procurement Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **Stephen F. Austin State University Procurement Services** before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:

Kay Johnson or Jennifer McCall
Stephen F. Austin State University
Procurement Services
936-468-4037 or 936-468-4263
email: johnsondk6@sfasu.edu or
Jennifer.McCall@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #
DINING SERVICES MANAGEMENT**

**PROPOSAL MUST BE RECEIVED BEFORE:
5:00 PM CT, TUESDAY JANUARY 26, 2021**

ADDENDUM NO. 3

**THIS ADDENDUM DOES NOT HAVE TO BE ACKNOWLEDGED FOR THE
RESPONSE TO RECEIVE CONSIDERATION.**

UPDATES IN RED

**PLEASE NOTE THE FOLLOWING CORRECTION TO A PREVIOUS RESPONSE
INCLUDED IN ADDENDUM NO. 1:**

33. Institutional support/annual in-kind donations

- Is the food insecurity meal plan comparable to the 25 Block?

**Answer: Yes, this is an accurate comparison. SFA handles the administration of the food
insecurity assistance and will usually add at least ~~245~~25 meals to student's ID cards**



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NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP

DINING SERVICES MANAGEMENT

ADDENDUM NO. 2

Dated: 1/15/21

PROPOSAL MUST BE RECEIVED BEFORE:

5:00 PM CT, TUESDAY JANUARY 26, 2021

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ADDENDUM NO. 2

**THIS ADDENDUM MUST BE ACKNOWLEDGED ON EXHIBIT B IN ORDER FOR
THE RESPONSE TO RECEIVE CONSIDERATION. FAILURE TO
ACKNOWLEDGE THE ADDENDUM WILL RESULT IN DISQUALIFICATION OF
THE RESPONSE.**

UPDATES IN RED

**PLEASE NOTE THE FOLLOWING RESPONSES TO ADDITIONAL QUESTIONS
RECEIVED:**

1. Can you provide who the Collective Bargaining Agreement (CBA) is with?
ANSWER: The university's understanding is that the CBA is with the Texas State Employees Union/Communications Workers of America.
2. Assumption Tab in Appendix 3, Supplier Financial Proposal-The revenue listed in this tab in column D is understated by 9.5% as it is post commission revenue. Are you able to provide accurate pre-commission revenues? Or shall we inflate and simply take this as an assumption?
ANSWER: No. Yes, you may use the gross number by adding the stated commission and sales tax, as long as this revenue inflation is stated as an assumption.
3. In response to question 14 in Addendum No. 1 you encourage us to suggest different meal plans. Are we able to make changes to the client financial form?
ANSWER: No. Proposing alternate meal plans as an idea is acceptable in the technical proposal. Please utilize same format as provided in the Appendix. Greyed out cells must not be changed.



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NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP

DINING SERVICES MANAGEMENT

ADDENDUM NO. 1

Dated: 12/17/20

PROPOSAL MUST BE RECEIVED BEFORE:

5:00 PM CT, TUESDAY JANUARY 26, 2021

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

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Request for Proposal #
DINING SERVICES MANAGEMENT**

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ADDENDUM NO. 1

**THIS ADDENDUM MUST BE ACKNOWLEDGED ON EXHIBIT B IN ORDER FOR
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ACKNOWLEDGE THE ADDENDUM WILL RESULT IN DISQUALIFICATION OF
THE RESPONSE.**

UPDATES IN RED

SECTION 1: Overview

5) RFP PACKAGE

- a) The following RFP package documents are revised and can be located at [SFASU RFP# DINING SERVICES MANAGEMENT](#) in Addendum No. 1 folder:

**Appendix 3: Supplier Financial Proposal
SOW Attachment 1: Program Standards**

SECTION 2: RFP AND Selection Process

- 5) b) See Mandatory Site Tour Sign in Sheet at [SFASU RFP# DINING SERVICES MANAGEMENT](#) in Addendum No. 1 folder.

SECTION 3: General Information

12) PARKING ON CAMPUS

All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking Services Office supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.

Supplier shall be responsible for obtaining parking permits from the Parking Services Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 936-468-7275

PLEASE NOTE THE FOLLOWING RESPONSES TO THE QUESTIONS RECEIVED:

1. Please clarify, in SOW Attachment 1 'Program Standards' on page 20, 1-b(i) requires any service provider to establish and maintain a dineoncampus.com website – yet that would be obviously difficult to do given that's the proprietary domain of another service provider.
ANSWER: SFA apologizes for this template error. The correction should read:

- i) Supplier will establish and maintain a high quality, customer interactive dining website that is ADA and Texas state law compliant and conforms to SFA's and accessibility requirements.
2. Please clarify - Per Section 3.3-d(ii) direction to exclude any financials from the executive summary, partnership, and program proposal responses, yet 4.7-n (which would be part of the program response), directs for a specific investment proposal.
Answer: The proposal should be prepared as indicated in Section 3.3 (d) (ii) with no financial information. Section 4.7 (i) (n) should consist of all information EXCEPT "(6) Projected cost".
3. Please confirm elimination of upper-class meal plans from the portfolio in the Financial workbook.
Answer: Thank you for pointing this out. The workbook has been corrected.
4. Should we add existing unamortized investment balances in the Investments tab of the Financial workbook?
Answer: Yes. SFA desires to be solvent at the end of the agreement.
5. Please clarify or confirm the number of tables in the Investment tab of the Financial workbook – the instructions direct 5 tables – yet only see 3 tables (capitalized, in-kind, and set-aside)?
Answer: There are 4 tables in the revised Financial Workbook. The instructions should read "Use the tables below to itemize your proposed investments. Note that there are four separate investment tables. Be sure to use the correct table for each investment"
6. Please clarify if we should normalize existing union wage rates for the Staffing Plan (Appendix 2)?
Answer: We are unsure what "normalize" means. Supplier should use the appropriate wage rate expected to pay to obtain qualified candidates for each position.
7. Please clarify if pages such as cover, section divider pages, table of content, etc. count towards page restrictions.
Answer: Page limits are intended only to cover the proposal content. Cover, section divider pages, table of content etc. are NOT counted towards the restrictions.
8. Please provide the estimated budget for East Dining Hall construction and Bond revenue SFA projects?
Answer: The original budget for a new residence hall and new or renovated dining hall was a combined \$39.5 million. Fifteen million specifically for the dining hall portion of the budget. Both projects came in at approximately 40_% above budget. SFA has \$10.5 million available towards the finance of a new or renovated dining hall or other dining related service improvements.
9. Can capital be amortized over the total 10 years, base term and extensions?
Answer: SFA will consider this option if proposed as an alternate proposal.

10. May we use the SFA logo's and pictures for the Proposal?

Answer: Yes. Stephen F. Austin State University retains all rights to the use of its name and associated verbiages, as well as the university's official seal, logo and other marks. The Official logo you may use is the "spirit" logo with the letters SFA stacked diagonally across a graphic of the state of Texas

11. Grease removals – please clarify cost responsibility for grease removal. SOW Attachment 1, section 7.B. lists SFA responsible for grease removals from interceptors. Appendix 1, Responsibilities tab lists supplier responsible for both management and payment of grease pick up.

Answer: SFA is responsible for the grease trap collection and removal. For used cooking oil, the supplier is responsible. At the current time, the supplier is not being charged for removal of the used cooking oil. The collection company takes the oil as payment.

12. Insect and Pest Control – in SOW Attachment 1, sections 7.B-C-D lists 'Both' for responsibility under supplier and SFA for Periodic interior and exterior control measures. Please clarify responsibility of supplier for pest control and how this differs from SFA responsible for pest control as outlined in the Responsibilities matrix in Appendix 1.

Answer: The cost for pest control services is covered by SFA; however, the supplier has responsibilities associated with control measures, ie. cleanliness to avoid attracting pests, no standing water, keeping exterior entrances closed, etc.

13. Can you provide clarity on the new resident housing bond project and when you expect to build? As well as how many new beds are expected?

Answer: The original residence hall design for "Lumberjack Crossing" contained 400 beds. The project came in over budget and was reduced to 336 beds. However, with the current decline in housing enrollment the past two years and the financial impact of COVID-19 we have put the project on hold and may decide to allocate the funds towards renovation of current residence facilities instead of building a new facility at this time.

There has been some discussion about revisiting the design schematics and combining the available funds in such a way as to build one building, a residence hall with a dining hall within/attached allowing for shared infrastructure and building systems. However, that concept would not change the allocation of available funds for each component.

14. May we add alternative or additional meal plans to the first year (2021)

Answer: Yes, SFA encourages suppliers to suggest what you believe are the most appropriate meal plans for our on-campus, off-campus students, faculty and staff. SFA submits the proposed mandatory room and board to the Board of Regents each January, but may request adjustments once an agreement is reached.

15. Please provide the food service workers Collective Bargaining Agreement.

Answer: SFA does not have access to, nor are we not involved in the collective bargaining agreement between the current provider and the worker's union.

16. Does the current provider have off campus partnerships that allow students to eat at off campus restaurants?

Answer: No. SFA, nor the current provider, have partnerships that allow students to eat at off-campus restaurants. SFA discontinued their "JacksBucks" tender in the early 2000's which allowed transactions at participating off-campus restaurants, however the program was not part of the meal plan.

17. Please estimate the percentage of the residential population that is not on campus for weekends.

Answer: Based on current visits in the dining hall on the weekends, 40%-50% during weekends where there are no events. Only an average of 10% are not on campus for weekends when there are events or football games.

18. Will the vendors be provided with the opportunity to meet one-on-one with campus leadership and students?

Answer: There will be no other sanctioned opportunities for engagement outside of the stakeholder question and answer session held on December 4.

19. Please outline the projected student enrollment growth for each of the next 5 years

- Residential
- Commuter

Answer: For fall 2021 the goal is to increase by 5%, reaching an enrollment of 13,251. Please refer to the University's strategic plan for our enrollment goals. <http://www.sfasu.edu/envisioned>

20. How many residential life staff lives in student housing? Such as RAs, RDs, RHCs.

Answer: We are currently working through a residence life reorganization, but there are four master's level area coordinators and two hall directors who oversee our 11 residence halls. We have a total of 105 student staff.

21. Please detail any plans to increase the residential student population that will be required to be on a meal plan.

Answer: All residential students are required to carry a meal plan, except for 152 students in Lumberjack Village 3. There are currently 4,441 revenue assignable beds.

22. Will the school consider a longer contract or capital amortization period beyond initial 7-year contract term as noted in the RFP/SOW?

Answer: SFA will consider this option if proposed as an alternate proposal.

23. The current provider has had an amortization overhang of \$4,259,565. Can supplier's financial model contain the same amount of overhang at the end of

the initial 7-year contract to allow our capital commitment to have a positive impact on the SFA campus community?

Answer: SFA desires to be solvent at the end of the agreement.

24. What are the scheduled dates for 2021 Student orientation:

First-Year Orientation

- June 3-4
- June 10-11
- June 17-18
- July 22-23
- July 29-30

Transfer Orientation

- May 14
- July 16
- August 6

- How many people attend?

Answer: An average of 800 incoming students attend each first-year orientation session and for transfer orientation an average of 220 incoming students attend per session

- Please provide the menu requirements, counts and pricing for these events over the past 2 years.

Answer: The Orientation Menus2018_2019 is located at [SFASU RFP# DINING SERVICES MANAGEMENT](#) in Addendum No. 1 folder. The information provided is a sample for the catered portion of the Orientation programs. The parents eat catered meals and the students eat at the dining hall.

25. Summer camps and conferences:

- Please provide a list of summer conferences scheduled / confirmed for the coming year.

Answer: At this we are taking reservations and holding space, but are not confirming bookings until we have a solid outlook on the pandemic.

June 1- June 2	Championship Volleyball: Youth 1
June 3- June 5	Championship Volleyball: Individual Skills
June 20- June 24	Conservation Careers Camp
July 8- July 10	Championship Volleyball: Advanced Camp
July 10- July 13	NCA - Cheerleaders Camp
July 11- July 13	Championship Volleyball: Team Camp
July 11- July 18	JAMP Camp
July 12- July 15	Choir Camp
July 17- July 20	UCA - Cheerleaders Camp

- Please provide the current summer conference and camps rates by group.

Answer: For meals \$7.26 Breakfast; \$9.01 Lunch; \$9.59 Dinner

26. The retail revenue shared in Appendix 1 is pre-tax and post commission. Can you please share retail revenue, per location that is net sales tax and pre-commissions?

Answer: Correct, the retail revenue listed was provided by the current supplier is less the sales tax and SFA commissioned rate.

27. Dining Dollars (Flex or DCB)

a. Are the declining balance dollars taxed at the point of sale when redeemed?

i. If so, what is the tax percentage amount?

Answer: The declining balance transactions are taxed Texas state sales tax of 8.25% at the point of sale.

- Are these billed to the school as part of the meal plan or billed separately as used? **Answer: The declining balance transactions are billed separately to the University as used.**
- Please provide a copy of redemption report (dining \$ bought / meal plans vs. used for past 2 semesters) **Answer: Please find Redemption Report Fall 2019 and Redemption Report Spring 2018 at [SFASU RFP# DINING SERVICES MANAGEMENT](#) in Addendum No. 1 folder .**
- What happens to unused dining dollars at the end of the fall and spring semesters? **Answer: Unused dining dollars roll to the spring semester for students continuing their meal plan. Dining Dollars are forfeited at the end of the spring semester and paid to the supplier, less SFA's cash sales commission rate.**
- What is the dollar amount of the unused dining dollars at the end of the fall and spring semesters for past 2 years? **Answer: \$74,393 were forfeited at the end of the spring 2018 and \$55,830 were forfeited at the end of the spring 2019 semester**
- Please provide the amount of additional dining dollars sold to students beyond the standard meal plans (both voluntary and mandatory) last year: **Answer: \$28,975**
- Can dining dollars or campus card dollars that are part of the meal plan used at off-campus venues/restaurants?
Answer: No. Please provide historical annual purchases and the names of the vendors that participate in this program
Answer: N/A.

28. Meal Plans

a. Regarding the Meal plan prices provided in Appendix 3:

i. Are these prices inclusive or exclusive of sales tax?

Answer: Inclusive

b. Why are the Athletic Meal Plans detailed in Appendix 1 not included in the Meal Plan Projections workbook within Appendix 3? Are these treated separately/differently financially? If so, please detail.

Answer: Yes, the athletic meal plans are not commissioned.

- When is payment due for the meal plan for the fall and spring semesters?
Answer: Board payments are due at the beginning of each accounting

period and are based on an agreed estimated number of boarders for the period.

- Is there meal exchange or meal equivalency?
Answer: No
 - If so, what is the current retail meal exchange or the equivalency value for breakfast, lunch and dinner for students participating on a meal plan? **N/A**
 - What are the hours and days available for meal exchanges or meal equivalency for each retail venue? **N/A**
- What has been the historical rate increase in the residential meal plans and retail prices over the past five years?
Answer: 2015-2.9%; 2016-2.7%; 2017-1.7%; 2018-1.9%; 2019-2.1%
- How many guest meals are included as part of each meal plan?
Answer: There are no guest meals included in the current meal plans.
- How many free administrative or RA meal plans are provided each semester? What meal plan is offered? **Answer: There are four complimentary administrative, unlimited meal plans. The Department of Residence Life pays for RA meal plans (7 Day/14 Plan).**
- Historically, has the school taken the students meal plan deposits and made an advance payment to the food service vendor?
Answer: SFA administers the meal plans, but does not take deposits from students. The full price of the meal plan is posted to the student account. If so, how much in board income was paid in advance to the vendor this past year?
- Please estimate the percentage of students on meal plans that are declared vegans or vegetarians?
Answer: We do not have this information available.

29. The average check numbers provided in the 15-minute transaction counts and the average check information provided on the revenue worksheet in Appendix 1 do not correlate (on average), please advise which is correct?

Answer: We are unsure and recommend you use the transaction average check

30. Retail Brands

- Who has the franchise agreement- the incumbent or school?
Answer: The supplier manages all franchise agreements.
- When does the current franchise agreement expire for these concepts?
Answer: This is unknown to SFA, but we believe these are year to year.
- What brands are currently subcontracted?
Answer: Sal's, Great American Cookie/Marble Slab, LaUnica, and Suchic are subcontracted. What is the percent of revenue sharing under any current subcontractor agreement? Unknown

31. Catering

- Who are the primary customers?
Answer: Approximately 80% of catering revenue is from the campus community with 70% or more coming from campus departments.
- Is there any catering service provided off-campus (e.g. President's House)?
Answer: Yes, there are satellite locations owned by the University. Additionally, the current supplier provides outside catering to non-SFA affiliated groups. (weddings, dinners, etc.)
- Are there special catering requirements (for the President, Trustees, etc.)?
Answer: Typically, the chef(s) will develop a custom menu for the events involving the President and the Board of Regents.
- Is the Athletic Venue Catering detailed in Appendix 1 included in the Total Catering Revenue stated on Revenue tab? Or should this be assumed as separate revenue stream?
Answer: Athletic catering revenue is included in the total catering revenue on the revenue tab.
- What is the name of the on-line catering software in use?
Answer: Catertrax
 - Who owns the software? **Supplier**
 - Who pays for licensing? **Supplier**

However, the platform used to produce service order tickets and track event specific information is EMS Enterprise and it is owned and licensed by SFA.

32. Commissions

- Percent rate on each sales category (i.e. brands, catering, retail etc.) **9.5% on each**
- Percent of each type of tender (cash **9.5%**, declining balance **9.5%**, meal plans **34%**)
- Total commission dollar amount received in each of the past two years
Answer: FY18 = \$5,240,246
FY19 = \$5,164,530

33. Institutional support/annual in-kind donations

- Is the food insecurity meal plan comparable to the 25 Block?
Answer: Yes, this is an accurate comparison. SFA handles the administration of the food insecurity assistance and will usually add at least 215 meals to student's ID cards.
- In Appendix 3, Pro Forma Financial Projection "Client Support – Cash Donation" states do not include In-Kind contributions; however, MSA Exhibit B. stated they were an allowable operating expense. Please advise on accurate recognition of these amounts.

Answer: Appendix 3, Proforma Financial Projection has been modified to allow for Cash Donations in the revised workbook at [SFASU RFP# DINING SERVICES MANAGEMENT](#) in Addendum No. 1 folder.

- Athletic events – what and how much?
Answer: No known data
- Scholarships – how many and how much?
Answer: No known data
- Academic events – what and how much?
Answer: No known data

34. Facilities

Provide Cad drawings or blueprints of the existing dining and kitchen areas.

Answer: CAD drawings are available at [SFASU RFP# DINING SERVICES MANAGEMENT](#) in Addendum No. 1 folder in a zipped folder named “Floor Plans”.

- Is there a preference for the school to build the new East College Dining Commons from the ground up or to renovate the current facility?
Answer: SFA engaged Kirksey Architecture in 2018-2019 to prepare a facility assessment and present conceptual ideas for the renovation or replacement of East College Cafeteria. East College was built in 1966, the entry area was renovated in 1983 and in 2001 the dining and seating area was redesigned. In summary, the recommended renovation options are a full replacement of all building systems including exterior window glazing system, all mechanical (plumbing and HVAC) and electrical equipment, all flooring material and interior walls and all kitchen cooking and cooler equipment. In short, a “complete gut and replacement are warranted”.
- Who will pay for the renovations?
Answer: SFA has only \$10.5 million available to put towards a renovated or new dining facility

35. Student Employees

- a. Who currently employs the student workers detailed on Appendix 1, Staffing data? Labor Union, SFA, or current provider?
Answer: Current supplier
- What is the average wage for student workers?
Answer: \$8.00
 - Any limitations hours/week student workers permitted to work?
Answer: SFA enforces a guideline of 115 hours per month for student employment.

36. Card Access System/POS

- Please provide the date of purchase of the current Access & POS systems.
Answer: Current server(s) are less than 2 years old. Micros registers are WS5 and WS5A and are reaching end-of-life.
- Who owns the meal card access & point of sale systems and equipment?
Answer: SFA is the owner
- How much is the annual fee, and who has historically paid for it?

Answer, the annual fee is approximately \$40,000 and SFA pays for it

- Is Cbord still your Meal Plan provider?

Answer: Yes

- Is Micros your current POS providers?

Answer: Yes

- Do you expect a replacement with a new dining partner?

Answer: We would appreciate consideration for POS replacement in proposals. We are expecting a contribution towards equipment in some form. We do expect that the supplier will provide the necessary resources to be able to make administrative modifications to the Micros system.

37. Labor

- Please provide a copy of the existing Collective Bargaining Agreement, seniority list, current benefit enrollment breakout, and any contract to date accruals.

Answer: SFA does not have access to, nor are we not involved in the collective bargaining agreement between the current provider and the worker's union.

- Please provide the current tax and benefit rate charged by incumbent in the monthly P/L statement you receive.

Answer: SFA does not receive P/L statements from the current supplier.

- Please provide hourly rates of pay for each position & a one-week staffing schedule.

Answer: SFA does not have this information available to us.

- Please provide any general comments on the staff transition Answer:

Answer: SFA desires the opportunity for hourly staff to interview for positions, if a new supplier is selected.

38. Who are your peer benchmark institutions?

Answer: We typically use other Southland Conference institutions as peer comparisons, but our Texas peers are Angelo State, Lamar University, Prairie View A&M Sam Houston State University, Tarleton State University Texas A&M Corpus Christi, Texas Southern University, Texas Women's University, University of Houston-Clear Lake, UT Tyler and West Texas A&M.

39. Is there currently a "Food Service Committee"?

Answer: Yes, the committee meets twice per month and is administered by the provider and the Residence Hall Association.

40. Who currently provides the vending services on campus?

Answer: Accent Vending

41. Who currently provides the facility services on campus?

- Cleaning services
- Plant operations and maintenance
- Grounds

Answer: All custodial, plant operations, maintenance and grounds keeping are self-operated by SFA's Physical Plant



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Section 1: Overview

1) INTRODUCTION

Stephen F. Austin State University (SFA) is a comprehensive, regional institution located in Nacogdoches, Texas. The University enrolls approximately 12,000 students, offering approximately 80 undergraduate majors and more than 120 areas of study within six academic colleges – business, education, fine arts, forestry and agriculture, liberal and applied arts, and sciences and mathematics. Accredited by the Southern Association of Colleges and Schools, SFA provides the academic breadth of a state university with the personalized attention of a private school.

SFA is an institution of higher education as an agency of the State of Texas. SFA employs approximately 1,600 full and part-time faculty and staff members.

Residential Profile:

The Residence Life Department is an integral part of the educational experience at Stephen F. Austin State University. During an average academic year, we house approximately 41% of our undergraduate population in one of our 11 residence halls.

All students under the age of 21 with less than 60 credit hours are required to live in on-campus housing and meal plans are also required for all students living on-campus.

Our residence halls vary in size, design and age. Our oldest hall, Wisely, is eighty-four years old and the newest, Lumberjack Landing, was built in 2011. All halls are either suite-style or double-loaded corridor, with the exception of Lumberjack Village (building 3) which has small apartment-style accommodation. Residents of building 3 (144 students) are not required to carry a meal plan. More information on residence hall size, assignable beds and occupancy rates can be found in Appendix 1.

- a) Stephen F. Austin State University is soliciting written proposals from Suppliers (“Supplier”) who shall provide Operation and Management of its Dining Services Program in accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP). The program is comprised of the following services:
 - i) Residential Dining Services
 - ii) Retail Dining Services
 - iii) Catering Services – First Right of Refusal
 - iv) Summer Conferences/Camps
 - v) Athletic Concessions
 - vi) Fueling Stations/Training Table (optional services at the discretion of SFA)
 - vii) Provision of alcohol service as required in conjunction with the above.
- b) The following services are excluded from this RFP request:
 - i) Vending
- c) See **MSA Exhibit B: Scope of Work (“SOW”)** for additional information on the specific services required.

2) SCOPE OF PROPOSAL

- a) SFA seeks a company that will act as a true strategic and operational partner in ensuring that the Dining Services Program fully aligns with the University’s needs, culture, and standards of excellence. Following are SFA’s key aspirations and priorities for the Program.
 - i) Elevate the student experience and perception of the dining program, as dining is important in recruitment and retention.
 - ii) Replace East Commons Dining Hall (plans have been developed)
 - iii) Align campus offerings to student preferences

- b) SFA intends to work collaboratively with the successful Supplier to create a performance-based arrangement that drives continuous improvement and holds the Supplier accountable to achieve excellence in all areas.
- c) The desired financial model is documented in RFP Attachment 1: MSA Exhibit B - Scope of Work.

3) **CONTRACT TERM**

- a) The agreement will be a seven (7) year base term with one (1) optional renewal term for a three (3) - year extension at SFA's sole discretion. Note that the exact term period may be negotiated with the awarded respondent.

4) **TIMELINE***

EVENT	*DATE
Issuance of Request for Proposal	November 24, 2020
Pre-Proposal Meeting and Site Tour Participant Lists Due	December 1, 2020, 9:00am
Pre-Proposal Meeting (Virtual Meeting; Mandatory)	December 2, 2020, 9:00am
Site Tour (Mandatory) Meet in Baker Pattillo Student Center (BPSC) Room 1.301 Visitor parking available on Vista Drive	December 2, 2020, 1:00pm – 4:00pm
Supplier Client References Due	December 2, 2020, 1:00pm
Supplier/SFA Stakeholder Engagement	December 4, 2020, 10:00am – 11:30am
Supplier Questions Deadline	December 10, 2020, 5:00pm
SFA Response to Supplier Questions Posted	December 17, 2020
Intent to Bid Response Due	January 12, 2021, 5:00pm
Request for Proposal Submission Deadline	January 26, 2021, 5:00pm
Finalist Selection	February 19, 2021
Finalist Management Candidate Resumes Due	March 5, 2021
Finalist Presentations and Management Candidate Interviews (On-Site)	March 16-17, 2021
Finalist Negotiations	March 18-31, 2021
Finalists' Documented Final Offers Due	March 31, 2021
Notification of Selected Finalist Presentation to Board of Regents	Week of April 5, 2021
Selected Finalist Presentation to Board of Regents	April 18-20, 2021
Provisional Award Notification	April 21, 2021
Contract Execution Deadline	July 1, 2021

*Dates are tentative and subject to change.

5) RFP PACKAGE

- a) The contents of this RFP Package include the following components. Some of the RFP package contents are available as separate documents in the [SharePoint Folder Link](#) as specified in the tables below.

RFP Package Contents	
Request for Proposal and Appendices	
Section 1:	Overview: Provides key objectives for the contract and background information.
Section 2:	RFP and Selection Process: Provides information on the process and timing RFP and selection activities.
Section 3:	General Information: Provides other pertinent information and conditions of the RFP.
Section 4:	Proposal Submittal Requirements: Provides specific requests that Suppliers are expected to respond to in their proposals.
Appendix 1:	Current Site Data: Provides background information for use in preparing Supplier proposals. <i>(in SharePoint Folder)</i>
Appendix 2:	Supplier Staffing Plan: Excel workbook that must be completed in its entirety as part of Supplier's proposal. <i>(in SharePoint Folder)</i>
Appendix 3:	Supplier Financial Proposal: Excel workbook that must be completed in its entirety as part of Supplier's proposal. <i>(in SharePoint Folder)</i>
Appendix 4:	Proposed Exceptions: This workbook is to be completed if Supplier is proposing changes to SFA's MSA, SOW or Program Standards. <i>(in SharePoint Folder)</i>
Appendix 5:	Intent to Bid: Required form for intent to bid. <i>(in RFP document)</i>
Appendix 6:	Execution of Offer - Reference: Required form. <i>(in RFP document)</i>
Appendix 7:	Acknowledgement of Addenda - Reference: Required form. <i>(in RFP document)</i>
Appendix 8:	Non-Collusion Affidavit - Reference: Required form. <i>(in RFP document)</i>
Appendix 9:	Historically Underutilized Business (HUB) Plan - Reference: Required form. <i>(in SharePoint Folder).</i>

RFP Package Contents	
Attachments to the RFP	
Attachment 1:	Master Services Agreement (MSA): The contractual agreement between SFA and Supplier <i>(in SharePoint Folder)</i>
MSA Exhibit A	Supplemental Provisions: Additional contract provisions and/or information <i>(in MSA file)</i>
MSA Exhibit B	Scope of Work (SOW): Required services and the associated financial arrangement <i>(in SharePoint Folder)</i>
SOW Attachment 1:	Program Standards: Operating requirements that Supplier will be required to adhere to in performing its services. <i>(in SharePoint Folder)</i>
SOW Attachment 2:	Operating Plan: Intended to be updated annually, will document operational information and decisions taken about the Program. <i>(in SharePoint Folder)</i>
SOW Attachment 3:	Supplier's Proposal Financial Projections and Assumptions: Will document the successful Supplier's financial projections and assumptions at the time of MSA execution. <i>(in SOW file)</i>
SOW Attachment 4:	Supplier Investment and Amortization Record: Will document the successful Supplier's investments and amortization schedule, if applicable. <i>(in SOW file)</i>

- b) The Attachments to the Request for Proposal are integral to the RFP as they provide information necessary for the development of Supplier's proposals, describing in detail operational requirements and the working relationship between SFA and Supplier.
- c) The inclusion of any historical data and forecasts in this RFP and/or its Attachments are for informational purposes only, are not a guarantee of future performance, and shall not be binding on SFA.

Section 2: RFP and Selection Process

1) PROJECT CONTACT

- a) Upon receipt of this RFP, all communication between Suppliers and SFA must be in writing via email, directed to Kay Johnson or Jennifer McCall as the sole points of contact, at johnsondk6@sfasu.edu or Jennifer.McCall@sfasu.edu. Any other communication will be considered unofficial and may disqualify the Supplier from consideration.

2) TIMELINE

- a) Key dates critical to this RFP process are outlined in the Timeline provided in Section 1. All times noted are Central Time.

3) SINGLE POINT OF CONTACT

- a) Suppliers are required to provide the Project Contact with the name, title, address, email address and telephone number of a single point of contact for receipt of communications related to this RFP, on or before due date referenced in the Timeline.

4) SUPPLIER REFERENCES/SITE VISIT ACCOUNTS

- a) SFA will check Supplier client references and may make unannounced visits to client reference accounts. Supplier is to provide at least five (5) references, ideally for programs of similar scope and/or features to SFA's Dining Services Program. Reference lists are due as referenced in the Timeline and must be submitted via email to the Project Contact.
- b) For each proposed reference site, provide the following information:
 - i) Client Name
 - ii) Address
 - iii) Client contact name, email and telephone number
 - iv) Services provided
 - v) Contract model for each provided service (ex: P&L; Cost Plus; Subsidized, etc.)
 - vi) Managed volume (based on latest full fiscal year)
 - vii) Contract term and current length of tenure
 - viii) Reasons why SFA should see this account
- c) Please notify your reference clients that SFA may be contacting them.

5) PRE-PROPOSAL MEETING and TOUR

- a) The Pre-proposal Meeting will occur on the date and time noted in the Timeline and be conducted as a virtual meeting via [Zoom](#).

Meeting ID: 993 1658 9740

Attendance is mandatory. Suppliers must notify the Project Contact by email of the names, titles, telephone numbers and email addresses of its participants no later than one business day in advance of the meeting and the meeting password will be provided. Please include a single point of contact for receipt of communications to this RFP.

- b) SFA representatives will conduct a site tour of campus and its Dining Services Program locations at the date and time noted in the Timeline. Attendance is mandatory and limited to three (3) representatives per Supplier. Suppliers must notify the Project Contact(s) by email of the names, titles, telephone numbers and email addresses of its participants no later than one business day in advance of the meeting. During the tour, Suppliers are responsible to perform due diligence in understanding the operational capabilities of the facilities. Please note that the tour will be Suppliers' only opportunity to observe and understand the back-of-house areas associated with the Dining Services Program. The tour will follow COVID-19 guidelines including requirement of masks, temperature checks, and social distancing. Other tour guidelines will be shared prior to the beginning of the tour.

6) SUPPLIER / SFATAKEHOLDER ENGAGEMENT FOCUS GROUP

- a) SFA will allow all prospective Suppliers to participate in a 50-minute focus group with a panel of key SFA stakeholders to better understand the vision and objectives for the Dining Services Program. The focus group will be held virtually during the timeframe noted in the Timeline. The Project Contact will provide virtual meeting link and details to supplier point of contact prior to the meeting.
- b) It is recommended that visionary questions vs. data/process clarification questions be the focus for this activity.
- c) Supplier questions, SFA responses and discussions occurring in the focus groups are not binding and do not replace the formal question and answer process detailed below.

7) SUPPLIER QUESTIONS

- a) Suppliers questions related to the RFP are due as referenced in the Timeline and must be submitted via email to the Project Contact. SFA strongly encourages suppliers to read all RFP Package information prior to submitting questions and will make note of suppliers that ask questions already answered in RFP documents. SFA will respond as quickly as possible and in accordance with the Timeline. The text of all questions and answers will be forwarded to all companies participating in the RFP process. At SFA's discretion, questions of a similar nature may be combined into a common question for a response.

8) INTENT TO BID

All Suppliers are required to notify the Project Contact, in writing utilizing the Intent to Bid form in Appendix 5, of their intent to bid by the deadline referenced in the Timeline.

9) FINALIST PRESENTATIONS and CANDIDATE INTERVIEWS

- a) If selected as a Finalist, Suppliers must submit "best candidate" resumes for each of the following Onsite Management positions:

- i) GM/FSD
- ii) Executive Chef
- iii) Catering Director/Manager

Resumes are due as referenced in the Timeline. These candidates will be interviewed by SFA as part of Supplier's Finalist Presentation.

- b) Finalist Presentations will occur as referenced in the Timeline. The Project Contact will notify each Finalist of their assigned date and timeslot via email.
- c) The format of the Finalist Presentations will be as follows:
 - i) Supplier Vision for SFA Dining (45 minute presentation and 45 minute Q&A)
 - (1) Partnership and Program. Clearly articulate the advantages and benefits of your company and proposed program and the alignment with SFA's aspirations, objectives and standards
 - (2) Management. Discuss your proposed governance and management structure for the account, including your Onsite Management candidates and why they are a good fit for SFA
 - (3) Financial. Present key points of your financial proposal (Suppliers may be asked to omit this presentation requirement)
 - ii) Candidate Interviews
 - (1) GM/FSD
 - (2) Executive Chef
 - (3) Catering Director/Manager

These interviews will be privately conducted between SFA and the candidates.

- iii) Food Samples: Presentation and tasting of food samples is an optional component of Finalist Presentations. Detailed requirements will be provided in conjunction with Finalist notifications.
- iv) Wrap up and Next Steps

10) CONTRACT NEGOTIATION AND AWARD

- a) At the conclusion of the Finalist Presentations, SFA intends to conduct multiple rounds of preliminary contract negotiations with the Finalists, both oral and written. These negotiations may include requests for additional information, program revisions, modifications to financial terms, etc. Upon conclusion of preliminary negotiations, each Finalist will be required to submit a final proposal.
- b) SFA reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA. The University shall be the sole judge of determining which proposal represents the best value to the University.
- c) The SFA Board of Regents will confer in an open and public meeting and make the final award decision based upon its determination of the best value to the university after considering the evaluation team recommendation and oral presentations. The Board of Regents reserves the right to reject any or all responses or to make an award based on information from the presentations that may not have been considered in the original evaluation criteria. By submitting a response, respondent accepts that best value will be solely determined by the SFA Board of Regents, and the original evaluation criteria will be used for determining which companies will make presentations to the board.
- d) SFA will make a provisional award to the Finalist approved by the Board of Regents. Final award will be contingent on successful negotiation of final contract terms and provisions.
- e) If a contract is not executed by the date referenced in the Timeline, SFA may choose to rescind the provisional award and reopen negotiations with the next highest ranked Finalist.
- f) Nothing in this RFP shall be construed as an offer by SFA and no terms, discussions or proposals shall be binding on either party prior to contract execution.

11) SELECTION CRITERIA

- a) Proposals will be competitively evaluated based on the responses to all requirements in this RFP. The evaluation of a Supplier's ability to provide the required services will be based on Supplier's written proposal, and if a Finalist, presentations, interviews, visits to Supplier's client reference accounts, and best and final offers. Following is an example of the criteria that may be used as part of the evaluation:

Scoring Criteria	Description	%
Overall	<ul style="list-style-type: none"> • Overall quality and fit of Supplier. 	15%
Partnership	<ul style="list-style-type: none"> • Strategy • Innovation • Hospitality • Value Proposition 	20%
Program	<ul style="list-style-type: none"> • Culinary Approach and Product Sourcing • Innovation and strategy for Residential Dining, Retail Dining, and Catering, Summer Conferences/Camps, Athletic Concessions • Proposed initiatives: Marketing, Wellness, and Sustainability • Uniqueness of campus community reflected in program offerings • Technology • Food Safety, Quality, Variety, Diversity, and Authenticity • Integration with University educational programs • Transition Plan • Completeness of Supplemental Information 	30%
Management	<ul style="list-style-type: none"> • Staffing Plan • Demonstrated application of regional/corporate resources at University level 	10%

	<ul style="list-style-type: none"> Leadership and other intangible qualities 	
Financial	<ul style="list-style-type: none"> Proposed financial model Start Up costs and buyback terms Investment and buyback terms (if applicable) Contributions & donations Performance risk payments Transparency/disclosure of purchase discounts Accuracy and comprehensiveness of pro forma operating projections supported by a financial analysis demonstrating that Supplier's proposal is financially sustainable as projected. 	20%
Exceptions	<ul style="list-style-type: none"> Minimal number and complexity of proposed exceptions to SFA provisions 	5%
	TOTAL	100%

- b) The selection criteria, questions and information put forth in this RFP are meant to provide a basis for explanation only and are not intended to be the ultimate and final decision-making criteria. SFA may decide to use the selection criteria, questions or other information alone or together with any other criteria it deems appropriate.
- c) Award will be based on a comprehensive review and analysis based on weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the University. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.
- d) An evaluation committee representing Stephen F. Austin State University will perform evaluation of the proposals. Proposals will be evaluated using the criteria listed in this section of the RFP. Stephen F. Austin State University reserves the right to award an agreement not based only on lowest cost to the University, but on the criteria that best meet the university's requirements and goals. The University shall be the sole judge of determining which proposal represents the best value to the University.

Section 3: General Information

- 1) POST COVID-19
 - a) This RFP assumes that our society will have moved into a post COVID-19 environment with an administered vaccine. The need for protective COVID-19 measures is no longer required and the new normal operations begin for Fall 1 of 2021. Proposals are to be prepared with this assumption.
- 2) RULES OF ENGAGEMENT
 - a) SFA will protect all Supplier data (i.e., cost, plans, business approaches, etc.). Any Supplier information marked as confidential or proprietary will be treated accordingly, unless otherwise required by law.
 - b) All information, direction, answers to questions, etc. will be provided to all Suppliers.
 - c) All proposal responses, presentations, sample deliverables, and other supporting documentation submitted in response to this RFP will become the property of SFA and will not be returned.
 - d) Mistakes in responses may be corrected by Suppliers in writing prior to the proposal submission deadline.
 - e) Late responses will be considered non-responsive and will not be reviewed.
 - f) SFA reserves the right to reject any and all proposals received without penalty or cancel this RFP at any time prior to contract execution.
- 3) PROPOSAL REQUIREMENTS
 - a) Proposal submittals must provide a straightforward, concise description of methodology and approach to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with enough detail to allow for accurate evaluation and comparative analysis. Respondents shall organize their proposal in a point-by-point format according to Section 3(d).
 - b) Page limitations are required as noted in the Proposal Submittal Requirements section. One page shall be considered one side of a standard 8.5" x 11" sheet of paper.
 - c) **Each Respondent shall submit one (1) complete electronic copy of the Proposal on electronic media** (e.g., USB Drive) in a Microsoft Office (Word, Excel, Project and PowerPoint files) version 2003 or later format, or searchable Adobe .PDF files.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, SFA alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

Each Respondent, by submitting a proposal, represents that the Respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected Respondent to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Respondent to furnish all services necessary to carry out the provisions of the agreement.

A legally authorized representative of the Respondent shall sign proposals. Unsigned proposals (**Appendix 6**) will be rejected as a material failure.

- d) Proposal shall include information as outlined in Section 4 as follows:
 - i) Appendices 6-9: Each Appendix should be labeled separately in PDF format.
 - ii) Executive Summary, Partnership and Program Proposal Responses. Combined in a single PDF file with file size reduced. NOTE: These sections should not include financial proposal information.
 - iii) Supplemental Program Information. Combined in a single PDF file. No paper submittals are requested or required.

- iv) Appendix 2: Staffing Plan. To be submitted separately in original Excel format (cannot be provided in PDF format).
 - v) Appendix 3: Financial Proposal. To be submitted separately in original Excel format (cannot be provided in PDF format). DO NOT make references to your financial proposal in your Executive Summary, Partnership of Program Proposal responses.
 - vi) Appendix 4: Proposed Exceptions. To be submitted separately in PDF format.
- e) PDF files must include a Table of Contents with Navigational feature.
- f) You are strongly encouraged to avoid use of standard or generic materials, as these will negatively affect your evaluation score. It is important that you provide enough detail so we can fully evaluate the offering and make the best assessment.
- 4) ALTERNATE PROPOSALS
- a) In addition to submission of a base proposal that addresses the requirements of this RFP, Suppliers may submit one or more alternate proposals that offer added value to SFA. For each alternate proposal, Suppliers are required to submit the following:
- i) Narrative describing the differences between Supplier's base proposal and alternate proposal (provide as a separate PDF document from the base proposal)
 - ii) Appendix 3: Financial Proposal for the alternate proposal
- Clearly label these documents as "Alternate". Alternate proposals will be considered by SFA but may not be included in the scoring of Supplier proposals.
- 5) MOST FAVORABLE TERMS
- a) Supplier should use its most favorable terms in developing its initial proposal submission. SFA reserves the right to make an award without further discussion of the proposal submitted.
- 6) INCURRED COSTS AND OBLIGATIONS
- a) SFA shall not incur any obligation or liability whatsoever by reason of issuance of the RFP. This document does not constitute a commitment by SFA to purchase any goods, material, or services. All plans and intentions discussed in the RFP are current information directives only and may change as SFA's needs necessitate. SFA shall not be responsible for or pay any expenses or losses that Suppliers may incur in preparing and submitting their proposals or taking any other actions. These expenses or losses will be borne solely by the responding Supplier.
- 7) REPRESENTATIONS
- a) SFA makes no representation or warranty, express or implied, with respect to the completeness, accuracy or utility of this RFP and supporting documentation or any information or opinion contained herein. Any use or reliance on the information or opinion is at the risk and expense of Supplier.
- 8) INSURANCE
- a) The successful Supplier will be required to obtain insurance protecting SFA, Supplier and any subcontractor of Supplier performing services covered by the RFP. If selected, Supplier agrees to immediately comply with the insurance provisions and maintain insurance levels at Supplier's sole expense, as detailed in SFA's Master Agreement. Supplier shall provide evidence of such insurance prior to execution of the contract. Supplier's failure to comply with these provisions shall cause Supplier's proposal to be considered non-responsive.
- 9) WAIVER AND RELEASE
- a) Any representations made within this Request for Proposal shall not be considered a contractual obligation by SFA. With submission of a response to this Request for Proposal, Supplier agrees to and accepts all actions and decisions by SFA regarding identification, selection and negotiation of and with the successful Supplier. Supplier agrees not to challenge, by way of suit or otherwise, SFA's actions or decisions in this regard. Each such Supplier agrees to and does, release and forever discharge SFA, and each of its respective officials, officers, directors, employees and agents of and from any and all claims or liability relating to, arising out of or in connection with this Request for Proposal or any

actions or decisions taken or made by any of them in connection with this identification, selection, and contracting for the services described herein.

10) Historically Underutilized Business (HUB) Subcontracting Plan

Each respondent is required to make a good faith effort to subcontract with historically underutilized businesses and shall submit a HUB Subcontracting Plan using the HUB Subcontracting Plan documents provided in Appendix 9.

Stephen F. Austin State University is committed to making a good faith effort to increase business with historically underutilized businesses (HUBs) by contracting with HUBs either directly or indirectly through subcontracting opportunities. Respondents are encouraged to actively seek to subcontract or partner with HUBs in an effort to create an environment that actively acknowledges and values diversity.

The University has determined that subcontracting opportunities are probable under this contract.

Each HUB subcontracting plan will be evaluated independently of the response. If the HSP does not reflect a good faith effort to subcontract with HUBs, the entire response will be disqualified.

All questions regarding the HUB Subcontracting Plan may be directed to the HUB Coordinator, Kay Johnson, 936-468-2206 or johnsondk6@sfasu.edu. Respondents have the opportunity to submit a draft of the HSP prior to the submittal of their response to the RFP for review by the HUB Coordinator.

Failure to submit the HUB Subcontracting Plan will disqualify the entire response from consideration.

11) Submittal Deadline and Location

All proposals must be received by SFA no later than 5:00 PM CT, Tuesday, January 26, 2021.

Proposals are to be submitted to:

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Property Services
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Stephen F. Austin State University
Procurement and Property Services
2124 Wilson Drive
Nacogdoches, TX 75962

All U.S. Mail addressed to any component of SFA is delivered to a central mailroom and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mailroom and receipt in the Procurement and Property Services Department. Proposals must be in the office of the Procurement and Property Services Department by the time set for RFP closing in order to be considered; receipt by SFA at the central mailroom will not be deemed sufficient. The University shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the Respondent unopened.

Proposals will be publicly opened Wednesday, January 27, 2021 at 9:00 AM in the office of the Director of Procurement, 2124 Wilson Drive. Only the names of the Respondents will be read aloud. If planning to attend, the procurement office has COVID-19 protocols in place upon entering the office.

Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.

Faxed or emailed proposals will **not** be accepted.

Proposals may be withdrawn at any time prior to the time and date set for proposal closing.

Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

Stephen F. Austin State University reserves the right to check references prior to award. Any Negative responses received may be grounds for disqualification of the bid. SFA reserves the Right to enter into an agreement not based only on lowest cost to the University, but which, in the Sole opinion of SFA, is deemed to represent the best value to SFA.

Section 4: Proposal Submittal Requirements

- 1) Execution of Offer-Reference - Appendix 6
- 2) Acknowledgement of Addenda-Reference - Appendix 7
- 3) Non-Collusion Affidavit-Reference - Appendix 8
- 4) Historically Underutilized Business (HUB) Plan-Reference - Appendix 9
- 5) EXECUTIVE SUMMARY – Maximum Length: 5 Pages
 - a) Provide an Executive Summary of your proposal. The Executive Summary should touch on all components of your proposal and highlight those features that you believe best demonstrate the advantages of selecting your firm for this contract.
- 6) PARTNERSHIP - Maximum Length: 5 Pages
 - a) As a critical component of your proposal, we need to assess your ability to be a strategic partner to SFA. Please carefully consider and respond to the following:
 - i) Strategy
 - (1) What do you see as the current strengths of the SFA Program, what are the areas you believe can be improved, and why?
 - (2) How are you going to make this happen?
 - ii) Innovation
 - (1) What food service industry trends do you see over the next 5-10 years, and how do you anticipate these trends will impact higher education dining?
 - (2) How are you innovating as a company to address these trends?
 - (3) What innovations do you anticipate benefiting SFA, and why?
 - iii) Hospitality
 - (1) What does hospitality mean to you and how will you incorporate hospitality into the dining experience at SFA?
 - iv) Value Proposition
 - (1) Why are you the best choice for SFA in comparison to your competitors?
- 7) PROGRAM – Maximum Length: 80 Pages
 - a) Company Information
 - i) Brief history and overview of your company
 - ii) Company-wide organizational chart
 - iii) Simple list of your higher education and corporate accounts in SFA's geographic region
 - iv) Key initiatives: Social responsibility, diversity and inclusion; supported employment; food insecurity
 - b) Culinary Approach and Product Sourcing
 - i) Specific to SFA, articulate your approach to the following:
 - (1) Menu composition
 - (2) Recipe development
 - (3) Scratch cooking vs. use of convenience foods
 - (4) Inclusion of organic and/or fair-trade products in the Program
 - (5) Incorporation of locally sourced farm and artisan products in the Program

- ii) Provide a recap of steps your company has taken over the past 5-7 years to reduce/eliminate growth additives and antibiotics from the foods you purchase and serve and identify what additional steps you intend to take over the course of SFA's contract term.
 - iii) Provide a recap of steps your company has taken over the past 5-7 years to incorporate humane sourcing practices into your purchasing and what additional steps you intend to take over the course of SFA's contract term.
- c) Residential Dining
- i) Provide the following:
 - (1) Proposed service concept by mealtime day-part
 - (2) Proposed innovations and/or improvements to the current service model and/or program
 - (3) Proposed strategies for:
 - (a) Increasing meal plan usage
 - (b) Programming
 - (c) Extended hours meal service
 - (d) Take-away service
 - (e) Training table
- d) Retail Dining
- i) For each dining location, provide the following:
 - (1) Proposed concepts
 - (2) Proposed innovations and/or improvements to the current service model and/or program
 - (3) Proposed delivery solution & implementation details
 - ii) For each proposed regional or national brand, describe any implementation limitations in comparison to how the brand operates in commercial settings, including but not limited to:
 - (1) Use and redemption of loyalty programs/rewards
 - (2) Use of non-traditional payment applications (i.e. apple pay)
 - (3) Acceptance of brand gift cards
 - (4) Any brand programs, limited time offers or other features that would not be available in a campus dining setting
- e) Catering & Summer Conference/Camps
- i) Provide the following:
 - (1) Describe the determining factors for events refused.
 - (2) Techniques you will use to ensure that the accuracy and quality of food and service for all Catering events.
 - (3) Proposed innovations and/or improvements to the current service model and/or program
 - (4) Operating standards for delivery, set-up, staffing, and clean up for Catering events
- f) Athletics Concessions
- i) Provide the following:
 - (1) Management structure for concessions and event staffing strategy.
 - (2) Strategy for providing attendees a superior concessions experience at a reasonable price.
 - (3) Examples of innovative service models you have implemented for premium seating zones (performance venues, arenas, stadiums) and arena/stadium skyboxes.

- g) Fueling Stations/Training Table
- (1) Propose location(s) for fueling station(s) and the products to be available.
 - (2) Describe the operational strategy for the fueling station(s).
 - (3) Propose your operational ideas on how to incorporate a training table into East College. This is an optional service SFA may decide to add to the Dining Services Program.
- h) Customer Feedback
- i) Describe the mechanisms you will use to measure satisfaction and capture customer feedback for:
 - (1) Residential Dining
 - (2) Retail Dining Services
 - (3) Catering Services
 - (4) Summer Conference/Camp Services
 - (5) Athletic Concession
 - (6) Fueling Stations/Training Table
 - ii) Describe the protocol you will use in responding to customer feedback.
- i) Marketing
- i) Provide your proposed Year One Marketing Plan
 - ii) Based on your experience and knowledge of SFA, what are the **top 2-3** marketing strategies you believe will be most impactful in engaging the community and driving participation?
 - iii) Describe the corporate staff support and resources the onsite team will receive in developing and implementing Marketing activities.
- j) Wellness
- i) Provide the following:
 - (1) Wellness initiatives you will undertake in Year One, including indicating those you believe are an enhancement to the current program and why.
 - (2) Specific examples of how you partner with Clients in promoting health and wellness
 - (3) Strategy for provision of nutritional counseling and allergen management support for customers with special dietary needs
 - ii) For each of the following, what is your production and service strategy for allergen management?
 - (1) Residential Dining
 - (2) Retail Dining Services
 - (3) Catering Services
 - (4) Summer Conference/Camp Services
 - (5) Athletic Concessions
 - (6) Fueling Stations/Training Table
 - iii) For each of the following, how will you provide allergen information?
 - (1) Residential Dining
 - (2) Retail Dining Services
 - (3) Catering Services
 - (4) Summer Conference/Camp Services
 - (5) Athletic Concessions
 - (6) Fueling Stations/Training Table

- iv) For each of the following, what nutritional information will you provide and how/where will it be provided?
 - (1) Residential Dining
 - (2) Retail Dining Services
 - (3) Catering Services
 - (4) Summer Conference/Camp Services
 - (5) Athletic Concessions
 - (6) Fueling Stations/Training Table
- v) Describe the corporate staff support and resources the onsite management team will receive in developing and implementing Wellness initiatives.
- k) Sustainability
 - i) Provide your proposed Year One Sustainability initiatives including identification of those you believe are an enhancement to the current program and why.
 - ii) What additional sustainability initiatives would be beneficial to SFA in reducing the Program's carbon footprint and how would you lead these efforts?
 - iii) What strategies/tools would you use to measure the outcomes of your Sustainability initiatives?
- l) Technology
 - iv) Proposed customer facing technology for:
 - (1) Residential Dining
 - (2) Retail Dining Services
 - (3) Catering Services
 - (4) Athletic Concession
 - (5) Fueling Stations/Training Table
 - v) What other technology is available or in development that might be beneficial to SFA?
- m) Pre-Occupancy Transition Plan
 - i) Provide a detailed pre-occupancy transition plan that describes your process and risk mitigation for transition and start up should your company be selected.
- n) Investment Plan
 - i) Provide your proposed investment plan for the Program over the base term of the contract. For each proposed investment, include:
 - (1) Service location
 - (2) Investment description (for example: "new smallwares", "new concept implementation" "servery renovation", "trade dress enhancements", etc.)
 - (3) Timeline
 - (4) Where applicable, imagery, floor plans or other explanatory illustrations helpful in describing the investment
 - (5) Where applicable, temporary dining solutions
 - (6) Projected cost
 - (7) Funding source (Supplier, SFA or both – if both, specify the required contribution from SFA)
- o) Management
 - i) Account Management Structure

- (1) Describe the proposed on-site management structure for this account, including regional/district and corporate support personnel.
 - (2) Provide an organization chart including regional, district and onsite management and support positions.
- p) Staffing
- i) Complete the Appendix 2: Supplier Staffing Plan
 - ii) Provide your strategy, process and objectives for:
 - (1) Ongoing management and staff recruitment, training and retention for the account
 - (2) Hiring employees of the current supplier
 - (3) Student hiring, development and retention
 - iii) If your proposal includes paid student internships, describe the types of positions proposed and the number of internships you will offer.
- 8) SUPPLEMENTAL PROGRAM INFORMATION (No page limit)
- a) As a separate document, provide the following:
 - i) Proposed menus and pricing for:
 - (1) Retail Dining Services, by location
 - (2) Catering Services for all event types (include budget, moderate and premium options/service levels and a list of all proposed service charges)
 - (3) Student group funded Catering Services
 - (4) Pre-semester early arrivals (typical 5-day menu)
 - (5) Summer youth camp menu (typical 5-day menu)
 - (6) Adult summer conference menu (typical 5-day menu)
 - (7) Concessions menus for each concession location, **including portion sizes**
 - (8) Catering menu for Athletic Suites
 - (9) Fueling station(s) menu
 - (10) Training Table (menu)
 - ii) Residential Dining
 - (1) Menu development strategies for each concept by Dining Hall
 - (2) Examples of menus by concepts
 - iii) Proof of insurance for all types and specified limits of insurance required by SFA as outlined in the Master Services Agreement
- 9) FINANCIAL PROPOSAL
- a) Complete the Appendix 3: Supplier Financial Proposal workbook to provide your financial proposal. Ensure that all formulas are correct on each of the spreadsheets in the workbook and notify the Project Contact immediately if you believe find an error. When preparing your financial proposal, be sure to review the financial terms in MSA Exhibit B: Scope of Work and be aware of the following SFA preferences:
 - (1) Financial Model
 - (a) All Services: Supplier Profit & Loss for each year of the contract term.
 - (2) Supplier Funded Investments

- (a) The following to be Supplier funded, amortized on the client statement and subject to buyback at 0% interest:
 - (i) Smallwares and Trade Dress upgrades required to implement Supplier's proposal
 - (ii) Technology purchases required to implement Supplier's proposal
 - (iii) Facilities renovation required to implement Supplier's proposal
- (3) Operational Transition & Start-Up Costs
 - (a) To be a Supplier cost of entry, not subject to buyback.
- (4) Innovation Fund
 - (a) SFA desire an annual funds to ensure innovation over the life of the contract.
- (5) Catering Fund
 - (a) SFA desires a fund to offset some catering costs.
- (6) Fueling Stations/Training Table costs
- (7) Risk/Reward
 - (a) SFA intends to measure Supplier's performance via KPIs and a performance scorecard and desires Supplier to propose associated performance risk/reward payments.
- (8) Working Capital
 - (a) To be Supplier funded.
- (9) Purchase Discounts
 - (a) Supplier is expected to provide "high level" transparency regarding the impact of Purchase Discounts on the profitability of the account.

10) PROPOSED EXCEPTIONS

- a) By submitting a response to this RFP Supplier agrees that it has fully reviewed the Master Services Agreement, MSA Exhibit B: Scope of Work and SOW Attachment 1: Program Standards (including review by legal counsel) and accepts the responsibilities and obligations therein unless otherwise explicitly noted in the Appendix 4: Proposed Exceptions and submitted as part of Supplier's proposal.
- b) Suppliers may request changes (all documents combined), to be documented in Appendix 4 IN ORDER OF PRIORITY. For each proposed change, identify the document and paragraph number you are referencing, clearly state the concern and include proposed alternative language for SFA's consideration. SFA may negotiate these provisions with the successful Supplier but is under no obligation to accept Supplier's proposed changes. Under no circumstances will SFA negotiate changes that are not documented in Appendix 4.

Appendix 1: Current Site Data

Attached as separate document (Excel Workbook)

Appendix 2: Supplier Staffing Workbook

Attached as separate document (Excel Workbook)

Appendix 3: Supplier Financial Workbook

Attached as separate document (Excel Workbook)

Appendix 4: Proposed Exceptions

Attached as separate document (Word file)

Appendix 5: Intent to Bid

**STEPHEN F. AUSTIN UNIVERISTY
RFP NUMBER -
Dining Services Management**

Due Date: January 26, 2021, 5:00 p.m. CT

(Supplier Name)

Does NOT Intend to Submit a Proposal

Or

Intends to a Submit Proposal

Appendix 6: Execution of Offer

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 34 TAC 20.38.

Certifications:

Representations and Warranties by Respondent

If Respondent is a corporation, limited liability company, or any other entity organized and existing under state law, Respondent warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual signing the Agreement on behalf of the Respondent has been duly authorized to act for and bind Respondent.

Tax Certification

If Respondent is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Respondent is exempt from the payment of those taxes, or that Respondent is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

Eligibility to Receive Payment

In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Respondent certifies that it is not ineligible to receive the Agreement or any payments under the Agreement and acknowledges that University may terminate the Agreement and/or withhold any payment and/or reimbursement if this certification is inaccurate.

Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Respondent agrees that any payments owing to Respondent under the Agreement may be applied directly toward any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: _____

Sole Owner should also enter Social Security No.: _____

Respondent/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No/Fax No: _____

Email: _____

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL.
FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR RESPONSE.**

Appendix 7: Acknowledgement of Addenda

Receipt is hereby acknowledged of the following addenda to this RFP.

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Respondent/Company: _____

Refer to the SFA Procurement and Property Services Department website to confirm all addenda issued:
<http://www.sfasu.edu/purchasing/122.asp>

Appendix 8: Non-Collusion Affidavit

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "Respondents"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other Respondent, or with any official of SFA or any employee thereof, or any person, firm or corporation under contract with SFA whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said SFA, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatsoever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondent which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The Respondent hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and/or parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or SFA.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest including the affiant.

CONFLICT OF INTEREST

The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of SFA, nor any member of its Board of Regents, employee, or person whose salary is payable in whole or in part by SFA, has a direct or indirect financial interest in the award of the Proposal, or in the services to which this Proposal relates, or any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company name _____

Date _____

Appendix 9: HUB Subcontracting Plan

Attached as separate document (PDF file)