

**BUSINESS CENTER SOUTH
THE NEVADA SYSTEM OF HIGHER EDUCATION ("NSHE"), ON BEHALF OF
NEVADA STATE COLLEGE ("NSC")**

**REQUEST FOR PROPOSAL 610-KO
FOR FOODSERVICE CONTRACTOR FOR
NEVADA STATE COLLEGE**

RELEASE DATE: Tuesday, July 29, 2014

NON-MANDATORY PRE-PROPOSAL MEETING Thursday, August 7, 2014 @ 1:00 PM PDT
Nevada State College Campus
Liberal Arts & Sciences Building (LAS) Room 220
1021 East Paradise Hills Drive
Henderson, NV 89002

LAST DAY FOR QUESTIONS: Thursday, August 14, 2014 by 5:00 PM PDT

LAST DAY FOR ADDENDA : Thursday, August 21, 2014 by 5:00 PM PDT

OPENING DATE, TIME and LOCATION: Thursday, September 4, 2014 by 3:00 PM PDT
SUBMITTAL LOCATION: University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed proposals, one (1) original and one (1) electronic copy on CD or flash drive, and only one (1) Pricing Response Form (defined below) is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above ("Proposal(s)"). **All Proposals must be received on or before this date and time to be considered.** Proposals may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to the Purchasing Representative:

Kelly Owsley, Purchasing Analyst
Kelly.owsley@unlv.edu
Phone: (702) 895-4385
Fax: (702) 895-3859

Companies wishing to do business with NSC must first register as a supplier at the following website: <https://supplierregistration.purchasing.unlv.edu/>. If you need assistance or have questions please send your inquiries to Supplier.Registration@unlv.edu.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
SECTION A: Introduction	3
SECTION B: Submission Instructions	5
SECTION C: General Terms and Conditions	12
SECTION D: Scope of Work/Specifications	18
SECTION E: Pricing/Royalty Fee Response Form	41
SECTION F: RFP Response Form	See attached PDF
SECTION G: List of Subcontractors/Tier 2 Suppliers	See attached PDF
EXHIBIT A: Sample Certificate of Insurance	46
EXHIBIT B: Minimum Contract Terms	47

RFP 610-KO

Appendix A-1: Financial Statistics and Projections – Scorpion Café	See attached PDF
Appendix A-2: Operating Statistics	See attached PDF
Appendix A-3: Nevada State College Foodservice Program Pro forma	See attached PDF
Appendix B: Staffing Schedule	See attached PDF
Appendix C: Operating Responsibilities	See attached PDF
Appendix D: Price & Portion Chart Mandated Format	See attached PDF
Appendix E: Vending Services	See attached PDF
Appendix F: Equipment Schedule and Mechanical Requirements	See attached PDF
Appendix G: Furn Plan – Kitchen Layout	See attached PDF

SECTION A **INTRODUCTION**

1. PURPOSE OF REQUEST

This Request for Proposal (RFP) is intended to invite sealed proposals from experienced foodservice Contractors in order to establish a contract for the purpose of providing a quality dining service program for Nevada State College (NSC). The program will include the operation of a café, catering services, and vending services. The food service facilities will be located at NSC's new Student Activities Center building which will be located at NSC's main campus location at 1125 Nevada State Drive, Henderson, NV 89002. The Student Activities Center building is currently under construction and is expected to be completed by July of 2015.

Nevada State College wishes to bring the selected food services Contractor on board to begin scheduling catering events and providing vending machine services (vending will be provided in existing NSC buildings in addition to the new building) prior to the opening of the new building.

2. NEVADA STATE COLLEGE

Nevada State College is a dynamic, young institution bursting with growth and the thrill of opportunity. Since our founding in 2002, our student body has grown to encompass more than 3,400 students representing a broad array of cultural and economic backgrounds, and our 800-plus alumni are living and working in every corner of the state and beyond.

The College's main campus is located in Henderson, Nevada, just 15 miles from the world-famous Las Vegas Strip. NSC is a four-year baccalaureate institution, offering more than 35 majors and minors leading to the bachelor's degree in Teaching, Nursing, Applied Sciences, Biology, Business, Environmental Science, History, English, Mathematics, Psychology, Public Administration in Law Enforcement and Visual Media and Computing.

3. TERMINOLOGY

RFP	The term "RFP" as used throughout this document will mean Request for Proposal.
PROPOSER	"Proposer(s)" as used throughout this RFP document will mean the respondent(s) to this Request for Proposal or you, as applicable.
CONTRACTOR	Successful Proposer(s)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's Proposal and any mutually agreed upon written modifications
CONTRACT	"Contract" is the final agreement with the Contractor.
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.
REQUEST	Request for Proposal, RFP

RFP RESPONSE FORM

Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments, as applicable) stated.

ROYALTY OR PRICING
RESPONSE FORM

Proposer form submitted in Section E defining the royal percentage payments for Proposer ("Proposer Payment") and the related royalty fee payments to NSC ("NSC Royalty Fee").

GENERAL TERMS
AND CONDITIONS

By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.

MINIMUM CONTRACT TERMS

Included in this RFP are certain standard minimum contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All NSC contracts are subject to existing contracts (and any replacement contracts thereof).

NSC

Nevada State College

NSHE

The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.

BOARD OF REGENTS

The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of NSC.

BUSINESS CENTER SOUTH

The Purchasing Department that serves both UNLV and NSC

COMPANY(IES)

"Company" shall mean the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, Partnership, or other legal entity, and any person(s) acting on behalf of such entity.

SECTION B
SUBMISSION INSTRUCTIONS

NSC invites the submission of Proposals on the material and/or services specified within this RFP. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing or Royalty Fee Response Form, RFP Response Form, sample insurance form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFP may result in your Proposal being declared non-responsive.

1. PREPARATION AND SUBMISSION

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. Neither NSC nor UNLV are bound by any oral representations, clarifications, or changes made in the written specifications by their employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed 220 pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to NSC or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- l) Any irregularities or lack of clarity in the RFP should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the official Purchasing Representative. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the UNLV Website: <http://go.unlv.edu/purchasing/solicitations> and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Department may be notified via fax as well.

- m) Altering any of this RFP may render the Proposal null and void.
- n) Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member NSHE/NSC in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of NSHE/NSC shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Proposal without further consideration.
- o) All Proposers, by signing the **RFP Response Form**, certify that they agree to the terms and conditions set forth in this RFP and attached Minimum Contract Terms (**including all insurance requirements**) unless otherwise stated.
- p) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- r) NSC accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- s) NSC reserves the right to contract for less than all of the services identified herein.
- t) **Proposals are not to contain confidential/proprietary information.** NSC is subject to the Nevada Public Records Law. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

2. **EVALUATION OF PROPOSALS**

- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate Proposals based on the criteria listed below. NSC reserves the right to create a "short list" of Companies to be interviewed. The Companies invited to interview will be evaluated again using the same criteria, but the second scoring will be based on each

respondent's/Proposer's presentation and discussion. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.

- c) A Contract will be awarded on the basis of which Proposal(s) NSC deems best suited to fulfill the requirements of this RFP and meet NSC's needs. NSC also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of NSC.
- d) NSC will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- e) Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.
- f) Proposals will be evaluated according to the evaluation criteria stated below:

Weighted Evaluation Criteria	Possible Points
1. Summary of Vendor Qualifications and References	30
2. Concept / Menu Selection	40
3. Unit Staffing	30
4. Labor and Training Practices	10
5. Sanitation and Safety Practices	20
6. Miscellaneous	10
7. Financial Proposal	60
Total Possible Points	200

1. Summary of Vendor Qualifications and References

- A. Provide a summary that briefly describes the proposal within five (5) pages or less. The summary should include the following information:
 - 1) General information
 - a. Name & address
 - b. Corporate mission statement
 - c. Organization chart
 - d. Description of litigation in the last five (5) years or currently pending.
 - 2) Qualifications
 - a. List experiences of firm with projects of similar size & scope. Describe any experience the firm has with Higher Education?
 - b. List experiences of those individuals in the firm that will have direct impact on the success of this account
 - 3) References

- a. Provide three (3) current client references, identifying the project involved, the scope of services provided and the name, phone number, and e-mail address of the individual who was your principal contact.
- b. Provide listing of three (3) former clients (with names, phone number, and e-mail address of individuals) and reasons for contract termination.

2. Concept / Menu Selection

A. Describe the concepts proposed for:

The Café
Catering / Refreshment and Meal Services
Special Function Catering
Vending Services

Sufficient detail needs to be provided to clearly present the concepts proposed for the meal segments served in the facility. Include a narrative of the following:

- Length of menu cycles of menu segment daily features (minimum of five (5) weeks) or please detail any alternative program your company uses
- Variety and appeal of menus (food and beverage merchandising techniques)
- Special occasion menus

- B. Submit a five (5) week sample of the cycle menus daily features proposed for lunch service for the Café. Submittals for the Cafe should group items by server station (i.e., deli station, salad bar, hot food, cold food, etc.), and display the entire week's selection on one sheet (if possible) organized by day of the week. (Do not include pricing information in your response to this Section).

Indicate those items that are offered every day and those items that change according to the cycle. List by day only those items that change on a daily basis.

- C. Catering Service – Provide the proposed catering/ coffee service menus as specified in the Scope of Work. Proposers should also provide sample refreshment catering guides in their proposals. (Do not include pricing information in your response to this Section).

Please include your experience regarding providing a catering program to external organizations for special events - this type of program that will ultimately benefit NSC, the community and the selected Contractor

Please illustrate a method of tracking and reporting of how these special function events might be managed.

Note: NSC places a high priority on the development and implementation of a catering / coffee service menu package to meet the expanding needs of its population.

D. Vending Service

- 1) Provide sample product listings for vending items including brand and unit sizes. (Do not include pricing information in this section).
- 2) Provide information on your method for continually managing stocking so that more of the most popular products are added to each machine. Provide your proposed schedule for restocking of the machines.

- 3) Provide information regarding type of vending machines to be utilized in the contract. Include the manufacturer's descriptive literature for each brand name and model of vending machine to be used. Discuss the energy efficiency of the proposed vending machine(s). Are your machines equipped with an "Energy Miser" or similar technology to minimize electrical consumption to the maximum extent possible? Are the machines Energy Star Compliant? Provide information regarding the security of your machines to prevent theft and vandalism.
- 4) Provide your plan and schedule for preventative maintenance of the machines. Provide information regarding response time for repair and restocking request.

3. Unit Staffing

Outlined below is specific information required by NSC regarding staffing requirements.

A. Management

- 1) Submit an organization chart for the foodservice operation that establishes lines of communication and responsibility between the unit management and all employee categories.
- 2) Submit complete resumes for the proposed District Manager, General Manager and Chef. If a Unit Bookkeeper/Cashier will be part of the management staff of the unit, no resume is necessary at this time. These candidates may be asked to be present, or a typical resume may be requested during finalist presentations.
- 3) Present criteria used in the annual evaluation of the General Manager's operations performance and management skills.
- 4) Present incentive compensation guidelines, if any, for District Manager and General Manager.
- 5) Provide your company's standard detailed proposed transition timetable and functions to be completed based on defined contract award and start-up dates, if applicable.

B. Staffing

- 1) Submit anticipated staffing schedules for all foodservice operations according to the guidelines detailed in Appendix B, Staffing Schedule.

4. Labor and Training Practices

Provide the following information about your firm's labor and training practices.

A. Detail recruiting techniques and sources of non-management labor.

- B. Describe personnel related functions designed to maintain compliance with all local, state, and federal laws including but not limited to:
- a) Fair employment practices;
 - b) Lawful wage and hour practices; and
 - c) Occupational safety and health requirements.
 - d) Compliance with Right to Work / Immigration Laws

C. Training Practices

- 1) Briefly describe the program for training entry level foodservice and production personnel.

- 2) Briefly describe the program for training supervisory and management-level personnel.
- 3) Briefly describe recognition and reward programs for all staff levels.
- 4) Describe skill validation process for new employees (hourly and management).
- 5) Describe methods used to train employees to execute their duties in the best interest of NSC in a subsidized environment.

5. Sanitation and Safety Practices

- A. Briefly describe sanitation and safety practices and the anticipated program to train and reinforce these standards in the foodservice facility. Programs should be fashioned after such programs as Serve Safe and HAACP. See additional requirements in Section D Scope of Work/Specifications.
- B. Outline sanitation and safety inspection procedures for the operations. Provide a sample copy of any checklist used during inspection. Indicate the frequency of inspections and the individual(s) responsible for completing the inspections.

6. Miscellaneous

The following points are ones that NSC would like the Proposers to address in their proposal. Please address these specific points and procedures that NSC deems important.

- A. Monthly P&L and Reports - Please provide examples of your monthly operating and financial report format.
- B. Accounting – Please provide an overview of your monthly accounting cycle process from its start to the delivery of the P&L document and supporting documentation to NSC. Please include all preparation, checking, review and oversight steps identifying the department and the individual performing them.
- C. Online Ordering System – Please suggest an on-line refreshment catering system that can be easily integrated with the NSC Intranet. Please provide information regarding implementation, features and benefits.
- D. NSC will work with the selected Contractor to select a POS system that will accept credit cards and which will also interfaces with a college declining balance system. Please indicate if you are currently managing (or have previously implemented and managed) sites with a POS system that accepts a college declining balance system, and any other hosted product offerings.
- E. Foodservice Offerings – Please provide out-of-the-box ideas regarding elimination, reduction or additions to the food offerings/stations designed in the servery. We recognize that there might be a labor affect either plus or minus depending on the program.
- F. Sustainability - What is your company's program to reduce the foodservices' environmental impact that can be integrated in a responsible, cost effective way? With respect to that, what is your current perspective (and supporting documentation) on the use of Styrofoam vs. paper in the foodservice program?
- G. Please provide us with the disposable service ware program you recommend with reasons why your company utilizes this variety of products.
- H. Provide information on your company's retail merchandising program.

- I. Provide any examples of monitoring programs that monitor achievement of operating objectives.

7 **Financial Proposal:** Complete Section F Pricing Royalty/Fee Response Form.

Technical and Financial Proposals must be submitted in separate, sealed envelopes. Note: no cost information is to be included in the Proposer's technical proposal. The Technical and Financial proposal envelopes should be submitted together in a single sealed package/envelope.

3. **LATE PROPOSALS**

Formal, advertised Request for Proposals indicate a time by which the Proposals must be received in the Purchasing Department. Any Proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFP document.

4. **PUBLIC OPENING OF RFP's**

At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.

5. **WITHDRAWAL OF PROPOSAL**

Any Proposer may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the Proposal be withdrawn and signs for its receipt.

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

The Proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by NSC for the performance of the Contract. If sufficient appropriations and authorizations are not made by NSC, the Contract shall terminate, without penalty, upon written notice being given by NSC to Proposer. NSC's decision as to whether sufficient appropriations are available shall be accepted by Proposer and shall be final.

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and NSC.
- b) NSC reserves the right to award on a multi-year basis and, if in the best interest of NSC, to award to multiple vendors.
- c) The initial term of the Contract will be one year ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for four (4) additional one (1) year terms ("Renewal Term(s)" or "Term(s)"). In addition, the Contractor may negotiate a transition phase prior to July 1, 2015, which may include providing vending services and limited food services in the existing facilities.
- d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.
- e) NSC reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and NSC to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of NSC, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by NSC and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then NSC may consider Proposer's exceptions when NSC evaluates the Proposer's response.

- h) NSC and the UNLV Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by NSC. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.
- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). NSC is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

4. **COMPLIANCE**

Proposers are required to comply with all applicable OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA provisions and any and all other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this RFP.

6. **CONFLICT OF INTEREST**

Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member of the NSHE/NSC in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of the NSHE/NSC shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular Proposal without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the Contract by Contractor, NSC may procure the articles or services from the other sources and hold the Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price or increase in Royalty Fee payment, as applicable.

8. **DISQUALIFICATION OF PROPOSERS**

Proposers may be disqualified and rejection of Proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by NSC.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.
- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.

- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular Company.
- i) NSC reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE**

If a successful Proposer fails to furnish any item at the price specified in this RFP or at the price/Royalty Rate provided whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director of Purchasing NSC, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of five percent (5%) of total price of all items on which was submitted (or an additional payment of five percent (5%) of the total Royalty Rate owed to NSC, as applicable), as the Director of Purchasing may determine.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

Payments shall be made within thirty (30) days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Proposer shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by NSC, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date NSC check is mailed.

14. **PROTESTS**

Any Bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protester. If the protestant wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director of Purchasing. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

- a) The name, address, and telephone number of the protester,
- b) The signature of the protester,
- c) Identification of the solicitation title and number being protested,
- d) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- e) The form of relief requested.

15. **SAMPLES**

As applicable, Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

16. **SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

NSC supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (MWDBE) to compete for contracts awarded by NSC. NSC also supports efforts to encourage local businesses to compete for NSC contracts. In addition, NSC supports finding opportunities for such (MWDBE) and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A "tier 2 supplier" or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to (MWDBE) and local business enterprises.

- a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its response:

- (1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
- (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
 - The name, city and state
 - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
 - Any certification of such status including the entity granting the certification if applicable
- (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.

- b) Any award from this RFP that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the NSC prime Contract. The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the

certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified

- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to NSC by September 15

c) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.
- (6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

- d) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. **SUSTAINABILITY**

- a) A key focus of NSC is to minimize the impact the procurement of goods and services has on the local environment. NSC is committed to sustainable economic, social, and environmental practices in all operations involving NSC. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFP.
- b) NSC may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by NSC.
- c) All electronic equipment NSC purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve NSC's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

- a) It is the Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. NSC is exempt from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Proposal, the Proposer certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to NSC's Purchasing Department in the event the license is no longer valid.
- c) NSHE/NSC is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/NSC State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

I. INTRODUCTION AND PROGRAM OVERVIEW

This Request for Proposal (RFP) is intended to invite sealed proposals from experienced foodservice Contractors in order to establish a contract for the purpose of providing a quality dining service program for Nevada State College (NSC). The program will include the operation of a café, catering services, and vending services. The food service facilities will be located at NSC's new Student Activities Center building which will be located at NSC's main campus location at 1125 Nevada State Drive, Henderson, NV 89002. The Student Activities Center building is currently under construction and is expected to be completed by July of 2015.

Nevada State College wishes to bring the selected food services Contractor on board prior to the opening of the Student Activities Center building to begin scheduling catering events and providing vending machine services (vending will be provided in existing NSC buildings in addition to the new building) The selected Contractor will begin providing these services after the execution of a Contract with NSC.

NSC desires a proposal that reflects the professional management abilities of the Contractor striving to meet the goals stated by NSC. Foodservice management companies (Contractors) are advised to concentrate on how requirements will be fulfilled and specifically what will be done operationally to provide and maintain high quality foodservices while achieving desired financial objectives. The Contractor will not receive any compensation or reimbursement for expenses involved in submitting the proposal.

NSC Foodservice Mission Statement:

To provide quick, healthy, and affordable meals, in an environment that will enhance the student, faculty, staff and visitors' experience and productivity.

NSC Foodservice Objectives:

- NSC acknowledges the importance of a professionally managed foodservice program as an important segment of the culture on campus.
- NSC seeks a Contractor that can fulfill the fundamentals of successful foodservice management on a daily basis while satisfying the wide range of program requirements that exist.
- NSC and Contractor will direct dining services with financial integrity and accountability while achieving customer satisfaction, quality and operating performance and efficiency.

The approach that has been taken is to develop this RFP to achieve an objective of a profit or loss financial arrangement. NSC does not require any commissions from the Café or Catering operations at this point. However, NSC expects that the operation will achieve certain sales levels and will provide NSC with a modest commission from external (non-college paid) catering sales and vending sales. NSC reserves the right to negotiate additional commissions at a later time. Proposers should provide any proposed commissions to NSC, in their Financial Proposal response (Section E). One of the objectives of the RFP is to have the Contractor focus on quality upscale foodservice programs and through professional management and effective cost control programs to achieve their financial objective.

II. DESCRIPTION OF FACILITIES

The facilities described below will support a population of **3,500 day and evening students**, plus **54** academic Faculty, **256** staff and visitors. Food service operations should be able to expand as NSC grows. Currently, NSC has no residential students. However residential facilities are planned in the relatively near future. It should be kept in mind, despite the significant census numbers, that the population is very much transient with the potential foodservice market varying throughout the day and evening. NSC is currently constructing a new academic building and a new Student Activities Center on their main campus. The new Student Activities Center will be the site for the foodservice facilities, kitchen, service area and dining room.

It is also requested that the selected Contractor provide vending services. The Contractor can sub-contract the vending services but all aspects of the vending program will be coordinated through the Contractor. Vending services will be provided in all NSC facilities including the two new buildings as well as one other academic building on the NSC main campus, one lease building approximately one quarter mile from the campus, and for an interim period, two lease facilities located in downtown Henderson, approximately five miles from campus. More information on the machine locations is provided in Section III, G.

A. Foodservice Objectives

1. To provide clean, pleasant and comfortable dining facilities.
2. To provide quick service, since most on campus have limited time for meals or food purchases.
3. The facility will be designed to promote labor efficiency, sanitation, foodservice employee safety and preparation of fresh, high quality food.
4. Complete on-site production is intended to be achieved except for some baked goods such as rolls, breads and select convenience items, i.e. juices, ice cream, canned fruits, etc.
5. The facility will be contract - managed. The facility has been designed in a way that it will support programmatic requirements of most professional Contractors.
6. The facility will be designed for efficient flow of materials, equipment and personnel.
7. The foodservice area will be designed to perform the desired function and achieve desired levels of durability with a minimum investment in food service equipment.
8. Simplified food production processes will be characteristic of this facility.
9. The design of the facility will provide for ease of supervision and management.
10. The facility will be designed to conform to the requirements of NSC.
11. The menu pricing will encourage use of the on-site facility and will be a convenience to the campus population given the campus' remote location.
12. The main kitchen and serving area will be designed to maximize space efficiency. Properly designed work stations with adequate circulation will be the foundation for a functional operation.

B. Site Characteristics from a Foodservice Point of View

1. NSC is located the City of Henderson, NV. NSC main campus is in a convenient area off I-515, in a minimally developed part of the city. There are a minimal number of alternate foodservice choices in

the immediate area, most of which require travel by car. This will be a benefit to Contractor but Contractor must not assume automatic participation in their program. The Contractor must provide high quality and consistent service to consistently attract the NSC market to use the Café.

2. The foodservice will occupy space on the first floor of the Student Activities Center and will be conveniently located. The facility will provide a central area for dry and refrigerated storage and office space. The kitchen, servery and dining room will also be located in the same area providing convenience and efficiency for the Contractor.
3. Please see Appendix F Architectural Foodservice Space and Equipment Schedule for details regarding the seating and servery and kitchen characteristics.
4. If the population and foodservice participation of the site achieves current projections, more reliability on take-out service will be required. Besides the approximately 100 seats in the dining room, additional seating will be provided in the adjacent outdoor patio and the lounge area in the library.

III. FOODSERVICE PROGRAM

A. General

The foodservice facilities will support demands in the following areas:

1. Café meal services for breakfast, lunch, mid-afternoon and early evening service
2. Conference/Meeting refreshment/ student club & activities catering delivered services
3. Special Function catered services of varying menu and service sophistication
4. Vending services, Including counter-top, hot beverage coin-operated service

B. Selling Price Objectives

<u>Unit</u>	<u>Price Objective</u>
Café	To achieve the financial objective with prices at street prices or slightly below
Catering	Selling prices to assist in achieving the overall foodservice financial result. Prices at or below street level.
Vending	Café prices when applicable (example, beverages and snacks) Others at retail prices

C. Café Meal Services:

1. Contractor should have the cafe facility open for breakfast, lunch and supper Monday through Friday and Saturday for Breakfast and Lunch with catering services and occasional special catered events taking place during the week and on weekends.
2. Contractor should serve a five (5) week (minimum) cycle menu with featured items for the Points of Service. Example – Hot Sandwich Station – Southwestern Panini

3. Contractor's café/servery hours should be as follows:

- Breakfast should be served from 7:00 am to 10:00 am. (Grill closes at 10:00 am). Other Stations open continually
- Lunch should be served from 11:30 am to 3:00 pm.
- The Afternoon/Evening Snack and To-Go Station should be open at 3:00 pm to 7:00 pm. One custom preparation station should be open from 3:00 pm to 7:00 pm.
- Saturday Hours - Breakfast should be served from 7:00 am to 10:00 am. (Grill closes at 10:00 am). Other Stations should be open continually.
- Lunch should be served from 11:30 am to 3:00 pm
- To-Go Station and afternoon/evening offerings, that may include hot items, should be open at 3:00 pm to 5:00 pm.

Note: The hours listed are hours of operation that at this time appear to be sufficient. However, as operations evolve, these hours can change with documented statistics to support a change either adding or decreasing hours of operation. For purposes of this RFP, staffing should be based on the hours listed.

4. The Cafe should operate primarily as a "cash" operation with credit cards and declining balance cards also accepted.
5. **POS Implementation** – NSC will work with the perspective Contractor to select a POS system that is compatible with NSC's needs. NSC will purchase and own the POS system. In the future, NSC desires to adopt a declining balance card program and it is expected that the selected POS system will be capable of interfacing with the declining balance system that NSC implements. NSC does not currently offer a declining balance program, but desires to adopt such a program in the future.
6. Current projections are that 20%-30% of the patrons will be "take-out" customers.
7. Disposable plate ware and flatware should be used.
8. The suggested menu outline for the Café is as follows:

Breakfast

Juices and Fruits
Dry and Hot Cereals
Full Grill Service to Order and Self-service
Muffins, rolls, pastries etc
Hot and Cold Beverages

Lunch

Soup de Jour (Two) - Self Service
Pizza and Italian and other Ethnic
Specialties
Salad Bar - Self Service
Custom Deli Sandwiches
Packaged Salads and Sandwiches

Grilled Sandwiches & specialty
items
Hot & Cold Beverages
Breads & rolls
Desserts

Display Cooking
(Hot and Cold)

9. Retail-type food merchandising of prepared and custom-made food products should be the characteristic of this facility.
10. Contractor is encouraged to utilize, to the extent practicable, local suppliers, including local bakeries and other finished products as a source of inventory.
11. Points of service should be designed in a way to allow for flexibility.
12. The facility will be designed so that the serving area and kitchen can be secured when not in use.
13. The points of service that will be self-service units are; the salad bar, pizza, soups, toast (at breakfast), beverages, desserts and refrigerated merchandise.
14. Foodservice equipment in the serving area will maximize merchandising opportunities. Food should be displayed to stimulate patron's senses and encourage sales. Where appropriate, food items should be "assembled" to order and plated in view of the guest to emphasize freshness and quality.
15. European style of service for desserts is desired. This includes whole cakes, pies and tortes that have been cut awaiting placement on the plate by the patron.
16. Contractor should consider restricted diets (sugar-free, gluten,-free, vegan, etc,) as a component of their menu offerings. Recurring and daily menu offerings should be displayed in conspicuous locations in the servery and list, to the extent practicable, the nutritional facts of the offerings.
17. At the salad bar, clean plate ware will be stored on a ledge beneath the tray slide.
18. Portion control packets and bulk condiments, flatware and napkins will be available at the condiment and/or cashier counter.

D. Kitchen

1. The kitchen will provide full on - site production capability. The kitchen will support the Café and catering foodservice requirements.
2. Should the population exceed the current levels, the production component of the kitchen could support additional demand.
3. The kitchen will rely on conventional cooking equipment. Equipment with sufficient capacity will be provided to achieve economic means of production.
4. The kitchen design will provide an open view from the servery to exhibit preparation and contribute to the retail environment of the foodservice facility.
5. The facility will provide a central area for dry and refrigerated storage, hot and cold food preparation and office space.
6. A bake-off style baking program is encouraged. Limited "scratch" baking will be possible. The baking program will contribute to the overall image of the foodservice facility. Further, it will add value for the operation to work with student clubs and organizations on benefit activities such as bake sales, special occasion cakes, etc.

7. Dedicated locker and restroom facilities will be provided for the foodservice employees.
8. The loading dock, which is adjacent to the foodservice general area will be shared with other departments in the building.
9. Staging space for returnables (bread flats, milk crates, pallets, etc.) will be provided. Recycling will consist of separating bottles & paper at the trash stations in the dining area.

E. Catering

1. Types of Catering

- a) Internal Catering: Internal Catering (provided to NSC/NSHE faculty, students, staff, and guests) will be part of the program. Internal Catering will consist of 3 levels.
 - Conference/meeting refreshment services including morning, lunch and afternoon services.
 - Special function activities (such as a fund raiser, dedication, etc.) requiring catering will also occur during the course of the year and will be arranged and accounted for separately.
 - Catering for student associations, clubs and other activities

NSC will encourage all campus groups to use the on-campus catering service, however, Contractor will not be given an exclusive contract for internal catering. The Contractor will have to earn the campus business and, as previously indicated, conduct market research regarding area caterers, their quality, portions and price points, are extremely important and then to match or exceed these elements in the on-campus catering programs.

Contractor shall provide a catering guide designed to meet the 3 menu profiles and corresponding price points each of these catering profiles requires. All catering events will be ordered in advance and billed to qualified cost accounts or directly to external users.

- b) External Catering- Is defined as catering provided to business organizations, social groups and individual celebrations other than as described for Internal Catering. NSC is encouraging external events as a source of rental and commission income, college promotion, community relations and good will in the region. The Contractor will be granted exclusivity regarding external catering as long as a high quality of food and service is achieved on a consistent basis. As is the case with internal catering market research, the Contractor will be expected to investigate potential competition to assure they meet and exceed their competition and in no way encourage potential customers from choosing an alternative venue.

There may be situations for exception to exclusivity. However, these will only occur if NSC deems making an exception is for the significant good and advantage to NSC. These rare scenarios will still achieve benefits to all parties.

- An external customer may choose an alternative caterer to provide the service, however the customer will pay a fair standard catering commission, to be mutually predetermined by the Contractor and NSC, to the Contractor
- NSC benefits by accommodating the group; receives a commission from food and from the bar service

2. A catering assembly and delivery staging area will be located in the kitchen. The objective is to provide the Contractor with an efficient means of supporting the demand for catering services.

3. The Contractor's Catering Department will be responsible for supporting a variety of events. The menus served will offer a variety of items supporting all meal segments. Refreshment services will range from delivery of coffee & pastries at breakfast to sandwich trays at lunch. Contractor will provide a catering guide which will include a representative variety of items with selling prices.
4. Receptions, buffets and table service dining for special events will be required during the course of the year. The Board of Directors meetings and other high level events and meetings will require a high level of a variety of services. A large multi-purpose room (dividable into 3 separate rooms) will be located on the first floor. Special function activities requiring catering will also occur during the course of the year and will be arranged and accounted for separately. All catering events will be ordered in advance.
5. Student clubs and organizations will require refreshment catering services. It is recommended that a menu be discussed with student representatives and for the Contractor to provide a range of menu items with reasonable selling prices including economical items, mid-priced items and the higher prices items with prices points equal or below street prices with equally high quality, portion sizes for all menu items.
6. It is desired that Special Function Events are provided at the most affordable price. This objective is not to be interpreted that the quality level of these events are compromised. To the contrary, the highest quality level of food and service is required. The Contractor should propose and illustrate a method of pricing, tracking and reporting of how these events might be managed. Individual events will be scheduled and planned by the host of the event and the Contractor Director.
7. In addition to internal special function events, NSC is interested in promoting the campus facilities to external organizations for special events. A program needs to be designed to address the details of a catering program for outside organizations and groups. Such subjects as facility rental rates, catering commissions paid to NSC as a percentage of the cost of the event and other program policies must be determined.
8. Liquor, wine and beer service may be required for receptions, retirement parties and similar special events. The Contractor will secure any required approvals, permits and insurance to serve alcoholic beverages and provide service to the guests. Alcoholic beverage costs will be submitted for reimbursement at invoice cost for internal events.
9. Sufficient equipment will be provided in the catering assembly area to prevent conflict of use with customers relying on those equipment items in the Cafe serving area (coffee makers, beverage dispensing, etc). The cost of this equipment and any replacement of required equipment shall be at NSC cost.
10. NSC is also interested in having the selected Contractor utilize a system with an online ordering platform for catering customers

F. General Dining

1. Patrons will self-bus their trash to a trash and recycling area near the exit of the Café dining room. A second area will be located in a convenient area on the outdoor patio.
2. No separate break room will be provided for foodservice employees. They will take their breaks / meals in the main dining room before or after posted meal hours.
3. Food and beverage can be taken out of the Café dining room and consumed in approved venues on campus. Contractor must provide appropriate to-go ware at each station in the servery along with bags at the POS or Condiment stations.

4. The general dining space will be adjacent to the service area and will have approximately 100 seats.

G. Vending

Contractor shall operate and maintain counter-top, coin operated, and hot beverage vending systems that will be located in the dining room and other NSC locations as described below.

1. Prices and Commission

- It is requested that vending sales be projected based on the market selling prices and portion sizes, and historic sales from other vending accounts with similar populations, demographics and access to vending during the course of a week.
- The selling prices and portion size of beverages in vending will be consistent with the beverages sold in the Café servery.
- Commission percentage will be quoted for each product type.
- Commission will be paid monthly.
- Commission reports will reflect documented unit sales with calculated commission percentages that will reconcile to the commission check paid to NSC.

2. Vending locations and equipment for each:

- On Campus
Nursing, Science and Education Building
1st Floor (TBD)
 Beverage
 Snack
3rd Floor (TBD)
 Beverage
 Snack
Student Activities and Administration Building
1st Floor (TBD)
 Beverage(2)
 Snack
3rd Floor (TBD)
 Beverage
 Snack
Liberal Arts and Sciences Building
2nd Floor (top of stairwell)
 Beverage (2)
 Snack
- Off Campus (Continuing)
Dawson Building
1st Floor (outside rooms 106 and 110)
 Beverage (2)
 Snack
- Off Campus (Short-term only)
Basic and Water 1 Building
1st Floor (by downstairs restrooms)
 Beverage
Basic and Water 2 Building

1st Floor (east hallway)
Beverage (2)
Snack

3. The operation of the vending machines will be contract managed. The vending program may be provided by the Contractor or sub-contracted to another company. This will require approval from NSC. It is required that the Contractor will be the contact to NSC for all aspects of the vending program.
4. The Contractor of the vending machines will own the machines. The machines will not be owned by NSC.
5. The vending machines will be new or in a “like new” refurbished condition approved by NSC.
6. NSC will provide whatever utilities the Contractors require. Facility enhancements required for installation of machines, and ongoing cost of said utilities will be NSC’s responsibility.
7. Description of Services:
 - Machines require re-load Monday through Friday as required
 - Method of Payment: Cash as the method of payment, initially, with the possibility of declining balance and credit cards added in the future.
 - Contractor shall supply, install, service and maintain the machines.
 - Contractor must maintain all machines in excellent operating condition.
 - NSC is not responsible for damage to machines or losses due to theft or attempted theft, vandalism, and breakage of any of the vending machines or products contained therein.
 - Replacement, relocation and additions of machines must be approved in advance by NSC.
 - Refunds should be available through the cashiers in the Café.

IV. Responsibilities of the Contractor

- A. Use of Facilities: The physical facilities made available to the Contractor under this contract shall not be used in connection with any operations not included as part of NSC’s operations.
- B. Use of Contractor's Off Premise Facilities: It is expected the Contractor will utilize the on-site production facilities.
- C. Personnel: The Contractor shall employ one full-time, on-site General Manager responsible for all foodservice functions at the facility as specified in this Request for Proposal. The General Manager should have a minimum of three years of consecutive employment in a similar operation with comparable responsibilities. The General Manager should have education and / or experience in foodservice management with particular emphasis upon fundamental operating systems and effective merchandising techniques. Furthermore, the General Manager should have a high degree of management expertise, as evidenced by prior foodservice management duties involving corporate-type foodservice, high quality food production and service, effective financial control, and effectual interpersonal and communication skills. The individual selected as the General Manager is subject to final approval by NSC and NSC reserves the right to request replacement of the individual.
 1. The Contractor will employ an Executive Chef with responsibility for the food production and delivery system. The Executive Chef’s responsibilities will include, but not be limited to, menu planning, food production planning, quality assurance, food production staff training, food presentation/ merchandising, planning and execution of special events.

2. The Contractor may employ a Bookkeeper / Cashier whose responsibilities will include assisting with the management of the accounting and financial reporting system in the unit. The person filling this position should have experience in an account of similar magnitude for a minimum of three years and be familiar with the POS system and its administration.
3. NSC recognizes that foodservice management companies will traditionally seek part time foodservice staff from the student campus population. As is the case with all the programs on NSC new campus life, we want to encourage the contractor to hire students who are appropriate for positions in the foodservice. NSC will have no involvement with any hiring that may occur between the Contractor and the student employee other than to encourage this practice that should benefit all parties.
4. The individuals selected are subject to an interview with final approval by NSC before they are hired. NSC reserves the right to request replacement of any of the Contractor's personnel for any reason.
5. The Contractor will recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the NSC's foodservice facilities. The Contractor has an obligation to respond to NSC criticism of employee performance.
6. The Contractor shall require its employees to comply with all instructions, regulations, and codes of conduct as specified by NSC. NSC reserves the right to have any undesirable employee removed from the account for non-compliance.
7. The Contractor agrees to comply with all federal, state, and local laws and regulations, including but not limited to those pertaining to nondiscrimination in hiring and employment practices.
8. The Contractor shall require all its employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations.
9. Employees of the Contractor shall be appropriately uniformed when performing their work assignments at the facility. The term appropriate uniform is interpreted to include all apparel, visible badges, hair restraint, etc. The Contractor must submit samples of uniforms and other apparel of all service personnel for approval by NSC prior to start-up.
10. The Contractor shall require all its employees to utilize authorized and designated entrances and exits during working hours.
11. The Contractor will restrict its employees to assigned areas during working hours.
12. The Contractor shall, at all times, provide adequately trained personnel to maintain the high quality of foodservice as required by NSC. (Correspondingly, a trained relief staff shall be available to substitute for the Contractor's regular personnel during their absence.)
13. The Contractor shall assure that the General Manager will be in the facility during luncheon serving hours. During all other operating hours, the General Manager or an immediate assistant will be present and authorized to act on behalf of the Contractor. When not on site, during hours of operation, the General Manager will be available by phone or pager.
14. The Contractor shall bear financial responsibility for any vandalism or loss due to acts of its employees. The Contractor shall implement and maintain appropriate control measures to guard against pilferage of food, supplies, and equipment.

15. The Contractor shall notify NSC of any anticipated labor, employee, or vendor problems or any other circumstances that could adversely affect the operation of the foodservice facilities.
16. The Contractor shall continue to provide services under the contract in the event of strikes and other labor disturbances.
17. The Contractor shall be responsible for payment of any overtime to its employees. .
18. The General Manager will have full authority to make decisions and act on behalf of the Contractor. NSC seeks a professional foodservice management company which empowers its' management team to make timely decisions in the best interest of all parties.

D. Space on Premises Assigned to Contractor

1. The assigned foodservice space is for the exclusive use of the Contractor and its employees during the term of the contract. However, designated employees of NSC will retain the right to enter the assigned foodservice space for inspections or for other purposes at any time. Contractor shall return the assigned foodservice space and facilities to NSC at the end of the contract in a condition correspondent to the status existing at the time of entering into the contract, reasonable wear and tear excepted. It shall be the Contractor's responsibility to maintain assigned spaces in good condition throughout the term of the contract in a manner befitting NSC, and notify NSC's representative of any maintenance problems beyond the scope of the contract that the Contractor is aware of.
3. The Contractor is responsible for the following cleaning tasks:
 - Daily wipe down of equipment (including but not limited to all food preparation equipment, cooking equipment, food display equipment, and food storage equipment) and outside of hoods
 - Daily clean-up of all spills and wipe down of all table and counter tops and clean debris from floors between meal periods
 - Cleaning of floors behind the service counters
 - Cleaning of walls within arm's reach
 - Cleaning of tables and chairs
 - The Contractor is responsible for securing a company to dispose of waste oils, grease and fat. Periodically the Contractor will transport waste oils, grease and fat to the holding tank for regular pickup by removal contractor.
4. The Contractor shall contain the food service operation within the footprint of assigned space. Public spaces will not be used as overflow staging area for trash/ recycling awaiting removal to the dock, catering carts, dish dispensers, etc. All doorways and exit doors shall be maintained clear for safe passage.
5. NSC will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials or equipment, or for any of the Contractor's employees' personal belongings brought onto the premises.

E. Procurement

1. The Contractor shall procure food, beverages, and cleaning supplies for all services described herein.
2. The Contractor will be responsible for the procurement (not the cost) of all smallware and preparation equipment including their merchandising and marketing items. NSC will pay for the

initial stock of smallwares. Contractor shall budget for the purchase of all necessary replacement smallwares and maintain the inventory at Contractor's expense. Contractor will be responsible for replacing any smallwares due to loss or wear and tear at Contractor's cost. NSC shall own all smallwares.

3. Upon termination or expiration of the Contract, the Contractor will be responsible for bringing the smallware inventory up to the levels they originally received with the same quality level of product or above the original standard.
4. Prior to the opening of the foodservice, the Contractor will recommend to NSC a comprehensive list of all smallwares and other essential items, required to operate the foodservice that may be missing. After a budget is determined by the Contractor for these items, the Contractor may be required to issue this smallware package for competitive proposal (3 FSEC minimum). The Contractor will recommend the proposal with the most competitive package to NSC and document the recommendation. Once approved, the Contractor will purchase the smallwares for NSC and coordinate delivery in a timely fashion for the opening. The ultimate cost of the initial stock of smallwares will be paid for by NSC.
5. The Contractor is to list smallware replacement costs as "Direct Operating" costs after start-up. The Contractor is to maintain a semi- annual inventory of smallwares and report the inventory to the NSC's Foodservice Liaison. Emphasis should be placed on advanced planning for the procurement of these items.
6. The Contractor shall engage in competitive specification buying. However, food or supplies may be procured from a distribution facility operated by the Contractor or a parent corporation provided that such individual food and supply items are acceptable with respect to quality and competitively priced. Should the Contractor organization own and rely on these distribution facilities, the ongoing burden is on the Contractor to prove that this is of benefit to NSC. The argument that sole source purchasing makes the best use of management time and is cost effective is unacceptable. NSC desires that the Contractor obtain the desired quality level at the best price and that Contractor have systems in place to achieve this objective.
7. NSC may designate certain brand name products that the Contractor is required to purchase for the foodservice operation.
8. The minimum purchase specifications that must be adhered to by the Contractor include:
 - All meats, meat products, poultry products, and fish must be Government inspected
 - Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better
 - Pork shall be U.S. No. 1 or U.S. No. 2
 - Poultry shall be U.S. Government Grade A
 - Fresh fish and seafood is to be top grade; frozen fish and seafood must be a recognized brand, packed under continuous inspection of the U.S.D.A. to insure food product safety and quality.
 - Dairy Products:
 - Eggs - fresh U.S.D.A. or state graded "A"
 - Butter - U.S.D.A. Grade "A" (92) score
 - Cheese - U.S.D.A. Grade "A" for all graded cheese
 - Milk and milk products - U.S.D.A. Grade "A"

- Fresh fruits and vegetables - U.S.D.A. fancy to U.S.D.A. Number "1" are to be used for all graded fresh vegetables and fruit as a minimum specification. Salad bar and entree accompaniment vegetables are to be fresh only, not frozen or canned.
- Dry stored items and canned goods - Grade "A" fancy. Use of canned fruits is unacceptable except for baking.
- Frozen fruits (baking only) and vegetables - U.S.D.A. Grade "A".

9. Inventory - The food and non-food inventory will be owned by the Contractor.

F. Sanitation and Safety

1. The Contractor shall maintain, at all times, the foodservice facility in a clean and sanitary manner in accordance with the highest industry standards and will comply with all federal, state, and municipal laws, codes, and regulations. The Contractor will train all employees to follow a "clean-as-you-go" policy. The foodservice facilities are subject to inspection by City, County, and State authorized health department officials, fire department, and other agencies relative to safety requirements. The Contractor is responsible to notify NSC in writing, of any potential violations that, under terms of the contract, NSC carries the responsibility to correct. The Contractor is also responsible to notify NSC, in writing, of any notices of violations that are received during or in connection with inspections. The Contractor will include action plans to correct conditions causing the violations. NSC shall be advised when officials present themselves to complete an inspection.
2. The Contractor will provide for monthly inspection of the facilities by a Certified Sanitarian at NSC's expense. This service may be subcontracted or performed by qualified Contractor personnel. The monthly inspection reports are to be submitted to NSC for review.
3. NSC reserves the right to contract with Food Safety and Sanitation Consultants for periodic inspection and follow up inspections. The cost of this service will be paid for by NSC.
4. If the Contractor notices any condition that is unsafe, unhealthy, or in any other way could cause an accident, the Contractor shall make or cause to be made appropriate repairs to remedy the condition. If correction of the condition will take more than routine attention, then the Contractor agrees to notify NSC immediately and take all reasonable immediate actions to restrict the travel of individuals to prevent their exposure to said condition(s).
5. NSC will be notified by Contractor immediately of any accident or safety hazard. Contractor shall also advise NSC whatever action steps the Contractor has taken to remedy any safety hazard. The Contractor and its employees, agents, or sub-contractors agree to abide by all federal, state and local safety standards and regulations. The Contractor shall take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from any damages from whatever cause.
6. The Contractor shall submit a summary of accidents, injuries, insurance claims (all types), and violations resulting from any code related inspections along with the monthly operating statement on a monthly basis.
7. The Contractor shall be responsible for any and all violations of any regulation and shall immediately remedy any conditions giving rise to such violations.
8. The Contractor shall adhere to the following standards and guidelines in the preparation, production, and service areas.

- Clean all kitchen surfaces and equipment on a continuous basis and following each meal period.
 - Keep public areas free of hazardous conditions by cleaning spills and spot mopping in the Café, this includes any public area within reasonable proximity of the Café including areas of ingress and egress.
 - Adhere to sanitation regulations for recommended ware washing temperatures or the use of chemical sanitizers
 - Monitor the dining areas before and during service hours to maintain dining rooms in a clean and orderly fashion. Tables and chairs are to be aligned and clean, and salt and pepper shakers and napkin dispensers, if any, are to be properly aligned and filled.
 - Store all cleaning supplies in non-food areas.
9. The Contractor will post all signs and notices as required by the authorities and the various codes having jurisdiction over the operation of these facilities.
10. The Contractor shall maintain organized files of all necessary service agreements, certificates, permits, warranties, floor plans and other materials related to the operation of the food services for prompt access in the event of requests for same from inspecting officials, service agencies, etc.
11. The Contractor shall be responsible for securing and maintaining all permits and licenses as required by the Health Department.

G. Menus

The Contractor shall be responsible for providing a variety of high quality and nutritious foods at the approved prices. The following parameters will be observed by the Contractor in regard to the menus developed for NSC's facility.

Contractor shall provide menus which should achieve the following objectives:

- Reflect current retail menu trends and patron preferences.
- Be priced to achieve desired financial objective,
- Provide sufficient variety to satisfy the majority of the population.
- Satisfy the needs for nutritious, healthy foods.
- Engineer the menu to facilitate efficient use of labor.
- Batch cook foods to control over-production and optimize freshness/quality.
- High level of merchandising and presentation appeal.
- Provide a quality service that encourages staff to rely on all of the dining service facilities.
- Provide a menu, which complements the design of the facility and is integrated with the realistic needs for operational efficiency.
- NSC is interested in freshly prepared foods. To the extent possible a "scratch" food production system should be implemented by Contractor.

Menu signage (listing menu items and prices) are to be provided by the Contractor as part of the smallware list. A frame that will hold an 8 ½" x 11" sheet of paper along with other signage display holders listing the daily items available at all stations throughout the service area is required. The style of the frames will be approved by NSC. The menu signage will be maintained by the Contractor and prominently displayed at each station. Similar signage will be displayed to market daily features at the entrance of the service area. Additionally smaller signs describing the daily specials and the prices are

to be graphically merchandised at the individual stations. All packaged items will be legibly marked. When selling prices change, after NSC approval, the menu signage will be promptly changed to reflect the correct new prices.

H. Price and Portions

1. It shall be the responsibility of the Contractor to review, establish, and control the pricing and portion sizes of all items available for sale in the foodservice facilities, with final review and approval by NSC. The Price & Portion Chart will be continually updated and presented to NSC on a **monthly basis** with the presentation of the monthly financial information. The Contractor shall submit a market basket analysis (including the top 50 highest dollar volume food/ beverage items) to NSC on a quarterly basis to evaluate the impact of changing wholesale food prices. See the sample Price & Portion Chart provided in Appendix D.
2. Prices and portions of like items are to be uniform throughout the account.
3. Portions that are expressed in the Price & Portion Chart should reflect actual measurements of the item sold. Terms like large, small, each, are not acceptable. Specific measurements such as 12 ounces, liquid or solid portions, are what should be listed for all items.

I. Fire and Other Emergencies

1. The Contractor shall immediately notify campus police in the event of fire or other emergency by calling the emergency telephone number. The Contractor shall train all employees to respond to fire, civil defense, bomb threats, evacuations, and other emergencies based on procedures established by NSC.
2. The Contractor will assign an evacuation coordinator for the kitchen, server and dining areas. This individual will be trained by NSC and will then convey information to the Contractor's employees. The Contractor's General Manager will assume this role, with one person designated as a substitute.

J. Damage to Premises

The Contractor will give NSC prompt written notice of any fire or damage occurring to the premises and a copy of all notices received by the Contractor of any claim for bodily injury occurring within the building.

K. Security

1. The Contractor and all employees shall comply with all NSC's rules and regulations governing access to and conduct on the NSC's property. Employees will enter the building through an identified entrance to the building. Contractor must furnish NSC with the names of all its employees and provide advance notice of additions and deletions. NSC reserves the right to rescind access control badge privileges for any of the Contractor's employees.
2. The Contractor will maintain control of the whereabouts of its employees. Once outside the foodservice areas, the Contractor's employees shall have designated tasks to accomplish and shall not be permitted to wander through the NSC's premises without direction.
3. It shall be the Contractor's responsibility to immediately notify NSC of personnel no longer employed or for employees removed from the premises at the request of NSC.

4. The Contractor shall have the responsibility for determining that all appropriate equipment and lights have been turned off, and appropriate doors locked at the close of operation within the kitchen, servery, and dining room.
5. Areas under the Contractor's jurisdiction shall be secured by the Contractor during the scheduled hours of operation. NSC provides security at entrance checkpoints to control access to the facilities.

L. Operating Budget

1. Approximately three (3) months prior to the due date of NSC's budget (approximately March 1 of each year), the Contractor will submit to NSC a series of operating and statistical questions relative to the new foodservice year. NSC will provide Contractor with any population, selling price change recommendations, menu and/or service changes and other things to be considered by Contractor in formulating the Contractor's new annual budget for the food service operations.
2. March 1 of each contract year, the Contractor shall submit to the NSC for approval a complete Business Plan including new programs for the subsequent operating year commencing July 1, sales initiatives, past year review and other pro-active items. A budget will be presented by Contractor as a result of NSC's acceptance of business plan program presentation and agreement of budget assumptions. The budget will include estimated sales, food costs and other expenses for the next calendar year (2016).
3. A reforecast is required at the end of the current budget year to determine if the performance will influence any plans for the new year. The Contractor will be held accountable for their original budget and will submit monthly variance reports defining and accounting for budget variances with specific reasons for the variance.
4. Budgets submitted shall include a full description of criteria and assumptions used in their preparation. Sales projections are to include any price increases necessitated by increasing food costs. Contractor will be required to provide NSC with documentation to support the need for increasing menu prices.

M. Records, Books, Audit

1. The Contractor shall keep on-site accurate and complete records of all revenues and expenses in connection with the operation of the food facility. The Contractor will keep records for the current fiscal year and the five (5) previous years and make available for the inspection, examination, and audit by NSC the records of all receipts, costs, and disbursements of the foodservice, and all books, accounts, memoranda, and all or any other documents of the Contractor or any affiliated organization, indicating and substantiating the amount of any expenditures and receipts. Such revenues and expenses shall be supported by cash register tapes, invoices, sales slips, bills, vouchers, payroll records, purchase orders, and other pertinent records that, under recognized accounting and industry practices, contain information bearing upon or relating to cost, income, gross sales, or subsidy amounts. Such records shall be maintained on premises by the Contractor for the duration of this agreement, and be available for inspection and/or audit by NSC or its agents at any reasonable time. Audits will occur at least once per year.
2. The Contractor shall take all necessary precautions to assure that all cash income received from any source and non-cash vouchers are immediately recorded through the cash registers provided and that designated reports as required by this agreement are submitted to NSC. All expenditures must be supported by appropriate vendor invoices. The Contractor will pay all proper bills and other expenses (other than those paid for by NSC) incurred in the normal operation of NSC's foodservice.

3. The Contractor shall also be subject to periodic, unannounced operating audits of the foodservice facilities by representatives of NSC. The audit shall specifically include a comprehensive review of:
 - a. Service quality, attentiveness, courteousness, etc.
 - b. Food quality, presentation, and merchandising.
 - c. Sanitation practices and conditions.
 - d. Personnel appearance.
 - e. Training program techniques, schedules, and records.
 - f. Safety conditions.
 - g. Operational performance.
 - h. Financial performance.
 - i. Other related operational conditions and/or practices.
4. A report as a result of the audit will notify the Contractor of conditions needing correction or improvement. The Contractor will reply to such audits in writing within two days.

N. General Accounting calendar or 4/4/5

1. NSC operates on a fiscal year, which commences annually on July 1. All financial information submitted by the Contractor shall be submitted on a 12 month/ year basis ending each year on June 30. Within fifteen (15) calendar days following the close of each monthly accounting period, the Contractor shall furnish NSC with a consolidated operating statement of net sales and expenses in connection with the operation of all facilities covered by the contract. Actual and budgeted food costs, labor costs, fringe benefits, payroll taxes, and expenses must be shown on a period and year-to-date basis, in relation to the budget and in adequate detail with all costs properly allocated. Variances of actual to budget for the current period require written explanation in the form of an executive summary. The executive summary and invoice will accompany the monthly operating statement.
2. At the initiation of the contract and the start of each new fiscal year the Contractor will submit a calendar of accounting events for NSC's approval. This calendar will identify all the due dates associated with accounting and reporting requirements of NSC. On a weekly basis, the Contractor will submit a report of all revenues, customer counts, labor hours/ costs and other appropriate performance data as required by NSC.
3. The Contractor shall perform a **semi-annual inventory of all smallwares** in a format approved by NSC. All inventory records shall be submitted to NSC. On the anniversary date of the contract or the termination date of the contract, a joint inventory of all equipment and smallwares shall be taken.

O. Graphics

The Contractor is not authorized to display its corporate identity graphics nor use NSC's identity graphics without NSC's permission.

P. Prior Notice of Impending Labor Disputes

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of work under the contract, the Contractor shall immediately give notice thereof to NSC. Neither this notice nor any other labor dispute shall relieve the Contractor from its obligations hereunder.

Q. Labor Relations

The Contractor shall be responsible for its own labor relations among its employees and shall negotiate and be responsible for adjusting all disputes between itself and its employees. These provisions will be extended by the Contractor to all subcontracts and vendors.

R. Licenses and Permits

The Contractor shall be responsible for obtaining any necessary permits (Health Department) and licenses and for complying with any applicable local, state, and federal sanitation laws, codes, and regulations in connection with the performance of services specified herein. The appropriate city and state tax on all cash sales will be collected by the Contractor. NSC is a tax-exempt organization and therefore sales tax will not be collected on company sponsored foodservices. NSC will provide the Contractor with the appropriate tax-exempt documentation. The Contractor will be in full compliance with the laws of Nevada and the policies of NSC concerning the service of alcoholic beverages. The Contractor will purchase and bill at invoice cost to the end user any alcoholic beverages used for an event. The Contractor will be responsible for the secure storage, inventory and service of alcoholic beverages.

S. Force Majeure

NSC shall not be responsible or liable for any loss or damage suffered by the Contractor arising or resulting from closure of the foodservice facility due to any act, neglect or default of the Contractor or any of its agents or due to fire, flood, utility Interruption, or any other calamity or cause beyond the NSC's control. In addition, NSC shall not be responsible or liable for any loss or damage suffered by the Contractor arising or resulting from closure of the foodservice facility due to any snow or other weather emergency called by the NSC.

T. Operating Systems

The Contractor will provide computer systems to interface with the NSC POS system to provide timely management information to its unit management team and to satisfy NSC's requirement for reporting information. In view of the importance of cost control, essential operating systems include a food production management system and a labor/ productivity management system.

The Contractor will provide a computerized food production management system that will enable the Contractor to pre-cost menus, automatically track historical item sales information, prepare food production worksheets, adjust recipes for projected item sales, cost recipes, calculate post-cost based on actual item sales and calculate total monthly food cost by period.

The Contractor will provide a computerized labor/ productivity module that will enable the Contractor to track labor in real time. The system will have the capability of serving as a time clock, locking out employees that are late for work, calculating labor cost at any time of the day, enabling the management team to allocate employee time among various operating units, and determining employee productivity on the basis of sales per employee hour and transactions per employee hour in each operating unit.

U. Suggestion/ Comment Card Program

The Contractor will provide customer comment cards and/or offer an intranet site at NSC for patrons to offer suggestions, note preferences and comment on their foodservice experiences at every meal. The cards will be addressed to NSC's Foodservice Liaison representative.

V. Foodservice Menu

The Contractor will be required to provide a weekly printed menu highlighting the menu features. Announcements of foodservice specials, promotions and other foodservice information should also be included as a part of the menu. This menu will also be posted on the internal intranet website.

W. Recycling Program

The Contractor shall conform to federal, state and city requirements for recycling and the disposal of hazardous materials.

X. Employee Meals

The Contractor will administer the meal program for its employees to prevent abuse and food waste. A limited menu is suggested. Employee meals will be rung on a separate key on the register and gross receipts adjusted accordingly.

Y. Service Agreements

1. Contractor is responsible for ensuring that equipment is operational. It is the Contractor's responsibility to monitor all the equipment and to advise NSC's facilities representative of any maintenance problems. (NSC will be responsible for establishing and maintaining maintenance contracts, requesting maintenance or repair of equipment, and paying for repair and maintenance of equipment).

2. The Contractor will train employees in the use of the equipment.

Z. Compliance with NSC Policies and Procedures

The Contractor will comply with NSC's internal policies and procedures

IV. Responsibilities of NSC

A. Contract Administration

NSC will engage the Contractor to operate the foodservice operations as specified herein.

B. Changes

NSC may, at any time, issue a written order making changes within the general scope of the contract. An equitable adjustment shall be made if any changes cause an increase or decrease in the Contractor's cost. (Any verbal changes issued by NSC shall be confirmed in writing before any work or services pursuant to such a change are performed by the Contractor). All such written requests/authorizations are to be signed by NSC.

Notification of any claim for adjustment of the contract price under this provision must be presented in writing to NSC within thirty (30) days from the date such changes are ordered or instructions given. Such claim shall be itemized and supported by any relevant documents or information. Any additional information NSC may require shall be submitted within thirty (30) days from the request thereof. The Contractor's rights for any adjustments in the contract price shall be deemed waived unless its claim is submitted in accordance with the above requirements. Nothing in this provision shall excuse the Contractor from proceeding with the contract as changed.

C. Equipment

NSC shall, at its expense, assume the following responsibilities under the contract.

1. Provide and permit the Contractor to use the foodservice equipment items (See Appendix F for list of equipment). If NSC determines that equipment is no longer needed for the contract operations, it may be removed by NSC. NSC will replace equipment which it has provided as it deems necessary. Ownership of all equipment provided under the contract shall be vested in NSC with the exception of any additional office equipment that the Contractor deems necessary and has brought on-site.
2. Procure (at NSC's expense) the initial stock of smallwares, including china, flatware, trays, kitchen utensils, artifacts & props (decorative purposes), etc.
3. All Food Service capital equipment (kitchen, serverly etc) and smallware items initially furnished by NSC shall be listed on a basic inventory approved jointly by NSC and the Contractor at the start of the contract. Subsequent changes, additions, or deletions to the basic inventory shall be in writing and approved jointly by the parties. On the anniversary date of the contract and at the termination date of the contract, a joint inventory shall be taken by NSC and the Contractor to verify the correctness of the inventory.

D. Service Agreements

1. NSC will make arrangements for service agreements with factory authorized service agencies for the purpose of providing repairs and preventative maintenance on the foodservice equipment. The cost of the service agreements is an expense paid for by NSC. It is the Contractor's responsibility to monitor all the equipment and to advise NSC's facilities representative of any maintenance problems.
2. Maintenance and service agreements will be established for those foodservice and refrigeration equipment items owned by NSC. The flow of paperwork will be set up to augment NSC's awareness of the Contractor's control of the preventative maintenance program.
3. Service agreements are intended to maintain equipment in 1st rate condition at all times. This objective is accomplished through quarterly preventative maintenance procedures and prompt repairs, to return failed equipment to operating condition. The equipment will be turned over to the Contractor in 1st rate condition (any problems with the equipment at start-up should be communicated to NSC). The equipment will be returned to NSC in 1st rate condition (excepting normal wear and tear) at the end of the contract.

E. Facilities

NSC shall, at its expense, assume the following responsibilities with respect to the foodservice facilities.

1. Provide adequate ingress and egress, including reasonable use of the corridors, passageways, and loading platforms.
2. Make such improvements and/or alterations to the facilities as it may deem necessary or desirable.
3. Maintain and repair the building structures in the area assigned for the Contractor's use, including painting and redecoration; the maintenance of water, steam, sewer and electrical lines, grease traps, ventilation, and air conditioning lines; electrical lighting fixtures (including re-lamping); space heating systems; floor coverings, and walls and ceilings; provided, however, that the Contractor shall bear the expense of repairs necessary due to Contractor or its employees' acts or omissions. The Contractor is responsible to notify NSC, in writing, of any conditions that would, if left uncorrected, violate applicable Health and Safety codes.
4. Provide, at no charge to the Contractor, all utilities. The Contractor agrees to consume utility services in a responsible way so as to conserve these resources and prevent waste.

5. Provide sanitary toilet facilities and lockers for the Contractor's employees.
6. NSC will provide the following general building and equipment maintenance:

The major cleaning of ceilings, internal ducts for exhaust hoods, grease traps, exhaust hoods, periodic cleaning of, walls, windows, light fixtures, draperies, blinds, and vents in the kitchen, server, and dining areas, except as otherwise provided herein. The daily cleaning of floor areas in the server and dining area floors will be the responsibility of NSC. The cost of building repairs resulting from the acts or omissions of the Contractor or its employees shall be paid by the Contractor.

7. Provide trash/ recycling removal and extermination services as required.
8. Provide space for management and administrative activities. NSC, at its expense, will equip the office spaces with a desk and chair. All office equipment, with the exception of items provided by the Contractor, will remain the property of the NSC at termination of the contract. Currently, NSC owns (or will own at end of current contract period) all office equipment including the POS System, all personal computers, money counting equipment; fax machines, copiers, etc. An inventory of equipment should be taken and establish ownership of all equipment. As time passes, and there are deduction or additions to the inventory, written adjustment will be made.
9. Provide for periodic cleaning of dining room floors, walls, and ceilings.
10. Provide all food service equipment for use by the Contractor. However, the following is an example of equipment that may be obtained by the Contractor from their Vendors at no cost to NSC.
 - Novelty ice cream equipment
 - Filter Fresh or other coffee equipment
 - Fountain soda dispenser
 - Coffee brewing equipment in the server
11. NSC will maintain the service agreements on the POS system.

F. Utility Outages

NSC shall not guarantee the uninterrupted provision of the above utilities and service except to ensure that all reasonable and diligent efforts will be pursued in restoring the interrupted service.

G. Security

NSC will provide for necessary security personnel to control access to the food service areas after business hours and prevent unauthorized visitors from taking advantage of services covered in this RFP during regular business hours.

H. POS System Training

NSC will support the cost of the initial POS training as part of start-up costs. After the initial training is complete, the cost of follow-up training would become an authorized expense for the Contractor.

V. Restrictions on the Contractor

A. Removal of Equipment

The Contractor may not remove any of the NSC's equipment from the premises.

B. Use of Facility

NSC reserves the right to use the dining areas at times other than the scheduled operating hours for special occasions, meetings, or other assemblies provided that, after each use, the space will be cleaned and rearranged without any additional expense to the Contractor.

The Contractor may not advertise the contract operations in any manner or prepare food and/or beverage on the premises for sale for any purpose not covered by the contract, unless approved by NSC in writing.

C. Access to Facility

NSC shall have 24-hour access to the cafeteria facility for any purpose including random inspections of the site. NSC will maintain a complete set of keys to the facility to allow for site inspections and/or repairs.

D. Spatial Modifications

The Contractor will not perform any modifications to the foodservice facility. NSC will in good faith, but without obligation, consider reasonable suggestions from the Contractor for modifications desired.

E. Use of the Facilities to Support Other Clients of the Contractor

The Contractor is prohibited from using the food production facilities to support the service requirements of other off-site operations without NSC's approval.

F. Vending Sales

The Contractor shall obtain approval of all items sold through vending machines from the NSC and associated pricing of these vended items.

VI. Return of Facilities at Termination

Contractor will relinquish occupancy of the food facility to NSC upon the effective date of termination, and will return all facilities, equipment, keys and other items furnished by NSC in the condition in which received, reasonable wear and tear excepted.

Additionally, NSC will have the option of buying, at the lower of either the depreciated cost or fair market value, some or all equipment owned and used by the Contractor in operating the facility, if any. Contractor will be responsible for all losses and damages to the foodservice facility resulting from its default, failure, or negligence during the term of the contract.

VII. Operating Calendar

Although foodservice is not currently provided during the summer and winter interim terms, for purposes of this proposal and for Proposers' response to Section E, assume that the foodservice facilities will operate 302 days per year. NSC currently observes the following list of holidays: The foodservice program will be closed ten **(10)** days to observe the following holidays.

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day

5. Independence Day
6. Labor Day
7. Nevada Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day

VIII. Operational Objectives

Operational objectives are expected to be achieved as a responsibility of being a highly regarded and professional foodservice management company. NSC and the Contractor will develop a procedure to monitor these standard requirements to help assure these objectives are achieved as an important element in the Team effort to help assure a successful program.

These standards are:

- A. 95% ratings on sanitation inspections by independent sanitation consultant and the local Board of Health.
- B. Desired food and service quality levels measured by bi-annual employee survey and other means.
- C. Achievement of desired safety standards.
- D. Timeliness and accuracy of accounting and financial data.
- E. Execution and documentation of industry standard operating systems to support fundamentals of a successful foodservice management, managing the Contractor's and NSC's resources responsibly.

SECTION E
PRICING/ROYALTY FEE RESPONSE FORM

Financial Arrangement Guidelines

The following terms and conditions set forth the financial arrangements between NSC and the Contractor governing the foodservice operation. All terms and conditions apply specifically to revenues, operating expenses and net gain/loss on operations as cited in the Foodservice Pro Forma Statement. Any modifications to these terms and conditions must be cited specifically as Exceptions within the proposal document. **Proposers are invited to submit an alternate financial proposal in addition to/ or in lieu of the standard financial proposal. The standard financial proposal should conform to the requirements listed below. Refer to No. 15 Alternate Financial Proposal for further information on submitting an alternate financial proposal.**

1. Compensation

The intent of Nevada State College is to select a Contractor proposing a financial return to NSC. The Contractor, based on the guidelines and objectives in this RFP, will guarantee a minimal annual dollar amount, payable monthly, to NSC. The Contractor will also propose a return to NSC of a percentage (%) of total net sales (excluding Vending sales), when compared to the minimal contribution, is the greater dollar amount. The dollar contribution will be reconciled at the end of the school year to determine that the greater dollar amount is remitted to NSC.

2. Financial Objectives

It is NSC's objective to provide, through the Contractor, a high quality foodservice operation at the lowest possible prices to students, faculty and staff, with a realistic dollar return to NSC and a fair profit for the Contractor.

NSC is not interested in achieving higher sales through selling price increases but rather through pro-active programs that benefit the customers and their support of the foodservice program. Selling price selective increases will be considered on an annual basis to recover costs as a result of cost of living increases, if the Contractor can demonstrate they have been proactive in other ways to drive sales.

Contractor should achieve targeted financial objectives through effective cost control without sacrificing high quality food and service.

3. Revenues

"Sales" shown on the Foodservice Pro forma Statement and included on the Sales Worksheet shall be defined as "net" sales, which are gross sales reduced by the dollar value of any applicable sales tax.

4. Authorized Operating Expenses

The items of expense listed below, incurred in accordance with the provisions of this agreement, shall be paid for by the Contractor and listed as a cost of business. The expenses are considered usual foodservice net operating expenses derived after deducting trade discounts, cash discounts, rebates, etc. Specific operating expenses authorized may include, but not necessarily be limited to:

- Cost of food and beverages

- Salaries and wages
- Payroll taxes
- Employee benefits (including worker's compensation insurance)
- Uniforms
- Laundry (includes linen replacement)
- Paper supplies
- Cleaning supplies
- Licenses
- Rentals and leases
- Office supplies (e.g., postage, first aid supplies, etc.)
- Direct operating supplies (e.g., replacement of smallwares)
- Cost of subcontracted services approved by NSC (e.g., service contracts)
- Insurance coverage specified in this RFP
- Cashless System Usage Fees

5. Contractor's Administrative Fee Expenses

The following are the Contractor's overhead expenses pertinent to the management of this account. They are traditionally included in the Administrative Cost (G&A) category of the pro forma typically listed in the operating statement to accurately document an accurate profit or loss financial statement.

- The expense of payroll computations and the disbursement of the payroll.
- Wages and salaries of home office employees and general administrative, executive, and management officers.
- Accounting expenses including costs of producing financial reports
- Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this contract
- Procurement/ purchasing fees.
- Repairs necessary as the result of the acts or omissions of the Contractor or their employees
- Monies or other property, lost or stolen, either on or off the NSC's premises
- Inventory interest or carrying cost
- Overtime pay not authorized by NSC
- Legal expenses
- All taxes except for payroll taxes and subsidy taxes (subsidy taxes not applicable)
- Costs associated with the professional development of the on-site management team
- Other expenses incurred without approval
- Long distance phone charges
- Relocation expenses of any of the Contractor's employees

- Depreciation charges for any equipment owned and / or bought on-site by the Contractor

Authorized operating expenses and administrative costs that are accepted costs in the Operating Statement are important to represent accurate financial results that NSC is knowledgeable of. An accurate understanding of the Contractor's financial status, as it relates to the foodservice program at NSC, potentially effects primarily, selling price increase requests; operating program negotiations; revenue sharing and the spirit of a "Team" approach to the foodservice program.

6. Appendix C – Operating Responsibilities summarizes the responsibilities of the Contractor and NSC under the standard financial proposal.

Pricing Response

1. Complete the following financial information for the period of operation beginning July 1, 2015 – June 30, 2016 (12 months). Assume 302 operating days. Where applicable, cost information should be submitted using the forms provided.
 - A. Complete Appendix A-1 Financial Statistics and Projections Scorpion Café with Proposer's assumptions and Sales projections for the cafe. Appendix A-1 provides population levels and reasonable assumptions for the Proposer to consider in the development of sales for the first year of operation. The blank column is for the Proposer to provide their assumptions and Café sales projections.
 - B. Complete Appendix A-2 Operating Statistics with requested information. Sales projections for the café should come from Proposer's sales projections (Column 2) in Appendix A-1. Information related to Labor statistics and costs should come from Proposer's completion of Appendix B (See question No. 2). For vending and catering, Proposers must attach additional sheets to show how your figures were calculated per the following guidelines.
 - On a separate sheet, please illustrate how vending sales and commissions were calculated. Vending commission percentages should be specified for each product line. A total anticipated annual vending commission dollar amount should be projected and entered on the proper line on the pro formas.
 - It is requested that vending sales be projected based on the market selling prices and portion sizes, and historic sales from other vending accounts with similar populations, demographics and access to vending during the course of a week.
 - On a separate sheet, please illustrate how catering sales were calculated. Please note that Special Function activity should not be included in the calculation. Special Function activity varies from year to year. The fact that currently no firm plans have been established and they are done at invoice cost, no pro forma is required. Special functions are cost out during the planning stages of the event.
2. Complete Appendix B Staffing Schedule. Labor Cost is to be based on the completion of the Staffing Schedules included in Appendix B.
3. Detail payroll rates for hourly (see Appendix B) and salaried employees.
4. Briefly outline compensation policies, incentive compensation, if any, and benefit programs for management and hourly employees.

5. Complete Nevada State College Foodservice Program Pro forma (Appendix A-3). The period of time includes, 1st year (July 1, 2015 – June 30, 2016). Provide also your company's procedures and guidelines for forecasting budgets for future fiscal years. The budget will correspond to a mutually (Contractor & NSC) agreed on business plan submitted to NSC.
 - Appendix A-1 Column 2 Contractor Sales Projections will be the basis for sales projections cited in the pro forma statements for Café services.
 - The Foodservice Pro forma Statement is to include only those revenue and expense items directly associated with the operation of each particular revenue center (Café and Refreshment Catering Services and Vending). The form should be strictly adhered to and the Operator should note any discrepancies or modifications with accompanying footnotes. Evaluation of the financial statement may include review of: (1) accuracy of assumptions and (2) detail and backup information provided for each revenue and expense line item.
 - To clearly identify how each figure was derived, Proposers should include line-by-line explanations and/or assumptions for cost of sales, management and employee benefits, and all operating expenses as backup information to the pro forma statements.
 - Unless noted otherwise, percentage (%) figures should be calculated as a percentage of the "Total Net Sales" figure on the Foodservice Pro forma Statement.
6. NSC would prefer that the Contractor conform to **12 month fiscal year accounting**. The monthly reporting period starts on the first day of the month and ends on the last day of the month, consistent with NSC requirements. Please explain if this preference can be provided and if not, explain what time frame you are suggesting.
7. Complete Appendix D – Sample Price & Portion Chart with proposed menu items and pricing for the first year of the Contract.
8. Provide Contractor's proposed revenue/commissions to NSC for cafe, catering, and vending sales.
9. Complete Appendix E – Vending Services by providing an estimate of projected sales for each machine proposed. Indicate the proposed percentage of commission that will be delivered to NSC. Complete the chart by calculating the estimate annual commission by multiplying the projected sales by the commission percentage and sum each of the columns.
10. Typical Operating Statement: Submit a copy of a typical consolidated operating statement (blank) used in facilities of comparable magnitude.
11. Start-up Costs The proposers will submit a list (**in their proposal**) of any and all costs associated with starting up the facilities. These costs are separate and not off-set by any revenue (pre-opening) and should not be reflected in the proposed financial statements. Those start-up costs that the proposer anticipates will be identified and totaled. Additionally, please provide an **example** of a typical start-up plan and timetable illustrating tasks to be accomplished prior to opening, a separate Staffing Schedule will be included. This will illustrate the building of the staff as the start-up schedule progresses nearer to the opening date. Include general tasks performed and the associated labor cost. The Contractor's corporate training support should be listed as a separate start-up cost and not included in the post opening Administrative cost. This

start-up period is anticipated to commence at a time when it is mutually determined when the Contractor can be of assistance to NSC and the Architect.

12. Provide a detailed estimate of hours and costs that will be required to support on-site employees (management and hourly employees) prior to "opening day". These costs are to be separate from the operating statement for the first year.
13. Please indicate the estimated cost of smallware equipment in general categories (example: Preparation, Service, Catering, etc.)
14. Non-Reimbursable and Other Investments – Are there any ideas for improvements in the operation that your company would be interested in funding as of now. Additionally, we would like to see suggestions for improvements that the Proposer believes would be valuable (and why) but would not be funded by the Proposer or perhaps funded by a combination of both parties.
15. Alternate Financial Proposal

Proposers have the option to submit an alternate financial proposal showing alternative revenue and expense assumptions. **Detailed** explanation, the same detail as what is required in the primary financial objective of this RFP, of any differences or exceptions to the standard financial arrangement must be clearly documented.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border-bottom: 1px solid black;">NAIC #</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E :</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F :</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED 															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROFESSIONAL LIABILITY PROJECT SPECIFIC (IF APPLICABLE)						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION 4505 MARYLAND PARKWAY LAS VEGAS, NEVADA 89154-1033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

**EXHIBIT B
MINIMUM CONTRACT TERMS FOR THE RFP
FOR NEVADA STATE COLLEGE**

These Minimum Contract Terms set forth the minimum contract terms and conditions that will be applicable to a Contract resulting from this RFP. The final Contract will include details specific to the scope of this RFP, and any services which are excluded, due to existing agreements or replacement agreements thereof. It is important to **note any objections** to these Minimum Contract Terms (**including all insurance requirements**), since the final Contract will be longer and contain more, rather than less terms and conditions than the following:

This Contract #_____ ("Contract") is made effective as of the date last signed below by any authorized signatory (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of Nevada State College, ("NSC") and **(INSERT NAME OF COMPANY), a [INSERT STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY], (INSERT EIN #)**

("Contractor"), and is based on the following facts:

RECITALS

NSC requires a Contractor to provide a dining and catering food services program for NSC.

On _____, 20____, NSC issued its Request for Proposal No. _____ (the "RFP") seeking proposals from qualified Proposers to provide _____ services in connection with the _____.

On _____, 20____, Contractor submitted a proposal ("Proposal") in response the RFP. The Proposal was later modified by Contractor's "Best and Final Offer" on _____, 20____.

On _____, 20____, NSC selected Contractor's Best and Final Offer as the one best suiting its needs.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

AGREEMENT

**ARTICLE I
TERM**

A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for **one (1)** year, unless otherwise terminated in accordance with this Contract ("**Initial Term**" or "**Term**").

B. RENEWAL TERM

Upon mutual written agreement this Contract may be renewed for four (4) additional one (1) year terms ("**Renewal Term(s)**" or "**Term(s)**").

C. CONTRACT EXTENSION

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. NSC may exercise this right by providing written notice to Contractor at least ten (10) calendar days prior to the expiration of this Contract. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which NSC requests additional services.

ARTICLE II SCOPE OF CONTRACT

Contractor shall provide the services as further described in Exhibit A, as modified by Contractor's Best and Final Offer, attached as Exhibit B (the "**Services**" which shall include any applicable Deliverable(s)).

In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) Contractor's Best and Final Offer, and (4) the Proposal (including all modifications, but not including any legal terms and conditions). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal or Bid and shall notify NSC immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal or Bid, as applicable. This Contract, together with all attachments, addenda, and exhibits the RFP, the Contractor's Best and Final Offer, and the Proposal (including all modifications) constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as expressly set forth in this Contract.

NSC may, at its sole option, develop additional job-specific scopes of work ("**Scopes of Work**" or "**SOW**"). In the event that NSC elects to request additional services from Contractor, additional scope, schedule, and compensation will be negotiated with Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

ARTICLE III CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract

1) [shall not exceed **X- INCLUDE COST OF EXPENSES**]

or

2) [is estimated to be **X**, [but NSC is not required to purchase a minimum amount or quantity of work or Services hereunder (**ADD THIS SENTENCE ONLY IF NO MINIMUM SPEND**)]

or

3) [The amount to be paid to Contractor for work performed under this Contract is estimated to be \$X. The total amount for Contractor's Proposal shall not exceed X. Notwithstanding the foregoing, NSC, at its sole discretion may request additional Y at the same unit pricing.]

Except as expressly provided for herein, all Contractor prices are inclusive of expenses.

In the event that NSC requests additional services from Contractor during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Contractor and NSC but in no case will payments for such additional services be made until such services are performed and accepted by NSC. Any such payments and any such payment schedules shall be as negotiated between NSC and Contractor prior to the commencement of any work or Services.

Prices are to remain firm for the Initial Term of this Contract. In the event Contractor would like to request a price increase the following procedures apply.

- 1) Contractor should send a written notice requesting an increase a minimum of ninety (90) calendar days prior to the expiration of the then current Contract Term.
- 2) Contractor should submit with the request, supporting documentation which may include updated manufacturer's list prices, copies of applicable indexes, etc. Other documentation may be required.
- 3) Any allowable price increases will take effect at the beginning of the new Contract Term.
- 4) NSC alone shall determine whether a price increase will be allowed for the applicable Renewal Term, but in no event shall any Renewal Term unit prices for any services or materials increase by more than five percent (5%) above the price of the proceeding Term.
- 5) In the event of a decrease, Contractor is responsible for passing along the savings to NSC.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

ARTICLE IV DEFAULT

A. DEFAULT BY CONTRACTOR

NSC shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, NSC shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund NSC a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the NSC reserves the right to hold Contractor responsible for any actual, consequential or incidental damages.

B. DEFAULT BY NSC

Contractor shall provide NSC written notice of any material breach of this Contract. Should NSC fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by NSC, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, NSC hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

Contractor shall be fully responsible for and shall indemnify NSC for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by NSC. The required insurance shall be in

effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.

1) Commercial General Liability –

- Must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office (“ISO”) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
- Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit (“CSL”) of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

3) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from NSC. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

4) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”

5) “The Board of Regents of the Nevada System of Higher Education” must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming the NSHE/NSC as an additional insured.

6) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence unless otherwise specifically agreed to in writing by NSC. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.

7) Policy Cancellation / Change in Policies and Conditions Notifications

Contractor shall:

- Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect NSC without sixty (60) days' prior written notice to NSC and the notices required by this paragraph shall be sent by certified mail to NSC;
- Attach a copy of this signed endorsement to the Certificate of Insurance;
- Send to NSC a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to NSC within three (3) business days upon its receipt;

RFP 610-KO

- Provide NSC with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by NSC; and
 - Immediately notify NSC in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) Ensure the Primary Policy complies as follows–
- Contractor and parties contracting directly with NSC must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any Contractor's insurance or self-insurance available to NSC shall be in excess of and non-contributing with any insurance required.
- 9) Ensure the Loss Policy complies as follows– "The Board of Regents of the Nevada System of Higher Education" shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of NSC.
- 10) Ensure that its insurance policies be -
1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
 2. Currently rated A.M. Best as A - IX or better.
- 11) Provide Evidence of Insurance Requirements

Prior to the start of any work, Contractor must provide the following documents to NSC:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Policy Cancellation Endorsement;
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/NSC NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of NSHE/NSC in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

C. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless NSHE/NSC, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/NSC will be entitled to

employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/NSC, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/NSC or admit or attribute to NSHE/NSC any fault or misconduct.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by NSC for the performance of this Contract. If sufficient appropriations and authorizations are not made by NSC, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by NSC to Contractor, and Contractor shall immediately refund NSC any pre-paid or advance unearned payments it made to Contractor.

B. ASSIGNS AND SUCCESSORS

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of NSC. Notwithstanding the foregoing, Contractor shall be fully responsible to NSC and shall indemnify NSC for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether NSC consented to the use of any such Subcontractors.

C. COMPLIANCE

Contractor warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

D. CONFIDENTIALITY

Contractor acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to NSC, whether originals or copies. Contractor acknowledges that NSC would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without NSC's prior written approval.

E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Contractor agrees to provide immediate notice to NSC in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

F. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, NSC may declare Contractor in breach of this Contract and immediately terminate this Contract, and

Contractor shall immediately refund NSC any prepaid or advance unearned monies that NSC paid to Contractor.

G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

H. HEADINGS

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

I. INDEPENDENT CONTRACTOR

Contractor expressly agrees that Contractor's employees and/or Subcontractors shall not be treated or considered as the servants and employees of NSC, it being the intention of the parties that Contractor shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless NSC from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

J. MODIFICATION

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

K. NOTICES

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

Director of Purchasing
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Las Vegas NV 89154-1033

Contractor as follows:

(INSERT NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or NSC customer/user data that may result from its efforts, as related to this Contract, are the property of NSC and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of NSC. As applicable, Contractor shall provide good title to any applicable Deliverable(s), and Contractor shall execute any additional documents necessary to secure or renew NSC's rights in and to any applicable Deliverable(s). Contractor warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

Contractor acknowledges and agrees that the Deliverable(s), for purposes of copyright law, are deemed a "work made for hire" basis as so defined within the meaning of the Copyright Act (Title 17 of the United States Code) and that, as between Contractor and NSC, the Deliverable(s) and all reproductions thereof shall be the sole and exclusive property of NSC free from any claims by Contractor or anyone deriving rights through them. Contractor hereby grants, sells, assigns, and transfers unto NSC, its successors, and assigns all and any of Contractor's interest, right, title, and other intellectual property rights without limitation in and to the Deliverable(s), as well as the right to secure and renew any applicable copyrights in the original and in all derivative works in the United States and all other countries of the world, the right to redistribute the Deliverable(s) in any form and the right to sue for past, present, and future infringement of such rights, in the name of NSC. If, for any reason, the Deliverable(s) are not deemed to be a "work made for hire," this Contract shall operate as an irrevocable assignment of all rights thereto to NSC, its successors, and assigns. And if for any reason the Deliverables are not designated as an assignment or a "work made for hire" then Contractor grants to NSC, its successors, and assigns, a perpetual, exclusive, royalty-free, license to use, copy, make and redistribute the Deliverable(s) throughout the universe.

M. TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Contractor warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. NSC is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("**NRS**"). The NSHE/NSC State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to NSC in the event the license is no longer valid.

N. TERMINATION FOR CONVENIENCE

NSC shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from NSC to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by NSC. In the event of such termination, NSC agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges and agrees that the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; and any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, **"Marks"**) are the sole property of NSHE/NSC, and shall only be used in accordance with this Contract. NSC hereby grants Contractor a non-exclusive, non-transferrable, revocable, limited license to use the Marks solely for the purposes of performing the Services set forth herein and not for Contractor's own promotional purposes without the prior written approval of NSC. Contractor may only display the Marks in the manner approved in advance by NSC **[IT IS BEST TO SPELL OUT IN THE CONTRACT OR STATEMENT OF WORK WHAT THE APPROVAL PROCESS IS OR TO ATTACH THE PERMITTED MARKS THAT CAN BE USED]** and the license to use the Marks shall terminate the earlier of i) the conclusion of the applicable XXXX **[ONLY USE i) IF THERE IS A SHORT-TERM PROMOTION OR EVENT THAT IS SHORTER THAN THE CONTRACT TERM, OTHERWISE DELETE i)]**; ii) the termination of this Contract, or iii) NSC's written revocation of the use of the Marks (email acceptable).

Q. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) NSC supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns (**"MWDBE"**) to compete for contracts awarded by NSC. NSC also supports efforts to encourage local businesses to compete for NSC contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, NSC supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the NSC prime Contract. The report must be available to NSC by September 15th of the applicable Contract year, and should contain the following information:
 - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - b) A description of the goods or services purchased; and
 - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).
- 3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of

its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

S. JOINER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Contractor. The NSHE/NSC is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

T. AUDIT

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon NSC's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely manner, allow NSC, NSC's internal auditor or a third party auditor retained by NSC to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for NSC or on NSC owned, leased, or operated property ("**Premises**") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for NSC or on NSC Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by NSC representatives may be made of persons, personal effects, lockers, or other storage areas on NSC Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto NSC Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

V. SUSTAINABILITY

- c) A key focus of NSC is to minimize the impact the procurement of goods and services has on the local environment. NSC is committed to sustainable economic, social, and environmental practices in all operations involving NSC. It is important that Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- d) NSC may request Contractor to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by NSC.
- a) All electronic equipment NSC purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve NSC's energy and financial performance while distinguishing our institution as an environmental leader.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.

(TYPE IN THE NAME OF THE CONTRACTOR)

APPROVED:

BY:

(TYPE IN NAME OF APPROVER)

Date

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF NEVADA STATE COLLEGE

RECOMMENDED:

BY:

RFP 610-KO

**TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT
AUTHORIZED TO SIGN**

Date

APPROVED:

BY:

Date

Appendix Section

Appendix A - 1 Financial Statistics and
Projections – Scorpion Café

Appendix A-2 – Operating Statistics

Appendix A-3 – Nevada State College Foodservice Program
Pro forma

Appendix B – Staffing Schedule

Appendix C – Operating Responsibilities

Appendix D – Sample Price & Portion Chart Mandated Format

Appendix E – Vending Services

Appendix F – Equipment Schedule and Mechanical Requirements

Appendix G – Furn Plan – Kitchen Layout

Appendix A-1
Financial Statistics & Projections
Specific Service: SCORPION CAFÉ:

Category	7/1/15- 6/30/16 SALES ESTIMATED ASSUMPTIONS	7/1/15-6/30/16 CONTRACTOR SALES PROJECTIONS
Number of Months Total	12 months	
Number of Operating Days	302	302
Population, Average Mid-Year.	3,810	
(-) Travel & Absenteeism minus 12%	12%	
Available Customer Market –	3,353	
Available @ Breakfast – 20%	671	
Available @ Lunch/Afternoon – 60%	2,012	
Available @ Snack To-Go Bar Afternoon to Evening – 25%	134	
Evening Period – Supper – 20%	671	
Café Net Sales		
Breakfast Sales – 7:00 am – 11:30 am		
Breakfast Participation - 40%	268 Customer Count	
Average Customers / Service Half Hours (9)	30 / ½ hr.	
Check Average	\$1.95	
Daily Average Net Sales	\$328.00	
Annual Breakfast Net Sales	\$?	
Lunch Sales – 11:30 am – 3:00 pm		
Lunch Participation - 45.0%	905 Customer Count	
Average Customers / Service Half Hours (7)	129 / ½ hr.	
Check Average	\$4.50	
Daily Average Net Sales	\$4,073	
Annual Lunch Net Sales	\$?	
The Afternoon/Evening Snack and To-Go Station – 3:00 pm – 5:00 pm		
Participation – 20.0%	134	
Average Customers / Service Half Hours (4)	34 / ½ hr	
Check Average	\$3.00	
Daily Average Net Sales	\$402	
Annual Afternoon Net Sales	\$?	
Evening Supper Sales 5:00 pm - 7:00 pm		
Participation - 55.0%	369 Customer Count	
Average Customers / Service Half Hours (4)	92 / ½ hr.	
Check Average	\$4.50	
Daily Average Net Sales	\$1,661	
Annual Evening Net Sales	\$?	
Total Annual Net Café Sales		

APPENDIX A-2
OPERATING STATISTICS
TIME FRAME: July 1, 2015 – June 31, 2016
302 Operating Days

CATEGORY	STATISTICS	COMMENTS
Average Daily Customer Count/Check Average	/	
Café Breakfast	/	
Café Lunch- Café	/	
Cafe Afternoon/Evening Snack and To-Go Station	/	
Café Evening Supper Sales		
Net Daily / Annual Sales		
Café Breakfast	/	
Café Lunch	/	
Cafe Afternoon/Evening Snack and To-Go Station	/	
Café Evening Supper Sales	/	
Vending Daily & per Year Sales	/	
Annual Internal Catering Sales		
Meeting/Conference Catering		
Special Function: Fund Raisers, Dedication etc Catering		
Student Clubs/Association Catering		
Total Net Sales		
Annual Food Cost \$'s & % to Sales	/	
Annual Direct Labor Cost- \$'s & % of Sales	/	
Number of Managers		
Number of FTE's Hourly Staff		
Total Man Hours per Day		
Total Average Daily Net Sales- \$'s		
Daily Sales per Man Hour- \$'s		
Annual Other Direct Costs \$'s & % of Sales		
Annual Return to College		
Foodservice, Café/Catering Royalty Fee		
Vending Royalty Fee		
Financial Alternative, If applicable		
<i>Note: Repeat Statistics Form to illustrate key alternative statistics</i>		

Appendix A-3 – Proforma Format

Please refer to the **3rd** attachment in this RFP package to reveal the EXCEL spread sheet to be used to calculate your financial projections based on your proposed foodservice business plan for Nevada State College.

Appendix B – Staffing Schedule

Instructions for Completing the Staffing Schedule

The Proposer is expected to complete a schedule according to the following guidelines.

A Staffing Schedule is to be completed based on the enclosed assumed levels of patronage of the foodservice operation. Foodservice job categories that should be identified include management, production, service, and utility with sub-categories naming potential job positions. The estimates of the hours to be worked by all employees will be firm as stated in the response. It should be noted that NSC will review the wage and salary levels projected as an indication of the level of quality intended for the facility, the subsequent rate of employee turnover, and the cost effectiveness of the Proposer's scheduling.

Mandatory Labor (For proposal comparative purposes) (Optional staffing will be reviewed as an option)

Management Staff:

- **General Manager:** Café / refreshment catering proforma
- **Cashier / Bookkeeper:** (Optional)
- **Executive Chef:**

Note: Allocation of management time to Special Functions (if it is during regular hours) will be discussed on an event basis and appropriate credits will be applied to their primary cost centers. Additional compensation will be given to management for evening and/or weekend events and charged to the event cost center.

Hourly Staff:

- The Staffing Schedule Work Duties Schedule is to be completed for all employees who are scheduled to perform duties in more than one job category or functional capacity during one shift for each revenue center. Each duty performed (ie. cashier, line server, production, etc.) is to be listed, with the corresponding hours scheduled for each duty for the day.
- According to the headings at the top of the chart, the following information is requested:
 - **Position:** Identify main category, then list job positions

- Rate: Note employee compensation by hourly rate or annual salary
- Status: Identify full-(F) or part-time (P) status
- Hours: Block out expected daily shifts
- Hours per week: Total hours scheduled for each work week
- F.T.E: Translate each shift in to Full Time Equivalents (FTE). A 40-hour work week equals one full-time equivalent. The Proposer should assume no overtime.
- Annual Direct Cost: Calculate total annual compensation before benefits

Calculate the yearly benefit cost for the total Annual Benefit Cost. Add the Annual Direct Cost and the Annual Benefit Cost and provide a Grand Total of Labor. The Proposer should feel free to use their own document for this requirement as long as it addresses the detail above.

Appendix C – Operating Responsibilities

RESPONSIBILITY SUMMARY - Appendix C

The following shall be charged as direct operating expense to the foodservice operation and shall appear in monthly operating statements except where marked as NSC responsibility, in which case the expense becomes direct cost to NSC. All charges are subject to NSC approval.

<u>FOOD</u>	<u>CONTRACTOR</u>	<u>NSC</u>
Food Purchasing.....	X	
Processing of Invoices.....	X	
Payment of Invoices.....	X	
 <u>LABOR</u>		
Payment of regular full-time wages.....	X	
Payroll Taxes, Fringe Benefits & Employee Insurances.....	X	
Training & Development.....	X	
 ADDITIONAL ITEMS		
China/silverware/glassware original purchase to Inventory level required for operation.....		X
China/silverware/glassware replacement.....	X	
Telephone local.....		X
Removal of trash and garbage from kitchen.....	X	
Removal of trash and garbage from premises.....		X
Replacement of capital equipment.....		X
Cost of repairing equipment.....		X
Kitchen (knife sharpening).....	X	
Fire Safety Systems.....		X
Cleaning of hoods from filters to outside of Building, including filters.....		X
Pest control.....		X
Utilities.....		X
Employee Advertising.....	X	
Rental of foodservice equipment.....	X	
 <u>SUPPLIES</u>		
Detergent and cleaning supplies.....	X	
Paper supplies.....	X	

RESPONSIBILITY SUMMARY (continued)

	<u>CONTRACTOR</u>	<u>NSC</u>
Postage.....	X	
Taxes/licenses.....	X	
Laundry (includes linen replacement).....	X	
Uniforms.....	X	
Office supplies.....	X	
<u>CLEANING</u>		
Equipment and outside of hoods (daily wipe down)...	X	
Vent from hoods to outside.....		X
Cleaning of Grease Traps.....		X
Windows.....		X
Floors behind the service counters.....	X	
Floors in public areas.....		X
Walls.....		X
Walls within arms reach.....	X	
Ceilings and fans.....		X
Light fixtures.....		X
Tables and chairs.....	X	
Rest rooms.....		X
Carpeted areas.....		X
<u>SERVICES</u>		
Product & Liability Insurance.....	X	
Sanitarian Services.....		X
Computer Processing.....	X	
Menu testing & planning.....	X	
Bank Services.....	X	
Cashless System Funding Fees.....	X	

Appendix D – Sample Price & Portion Chart

Mandated Format

FOODSERVICE PRICE AND PORTION CHART

Account Name:

Location:

Menu item	SPECIFIC PORTION	YEAR 1 SELLING PRICE EFFECTIVE DATE: 7/1/15	YEAR 2 SELLING PRICES PROPOSED EFFECTIVE DATE:	YEAR 3 SELLING PRICES PROPOSED EFFECTIVE DATE:	YEAR 4 SELLING PRICES PROPOSED EFFECTIVE DATE:	YEAR 5 SELLING PRICES PROPOSED EFFECTIVE DATE:
Categories Listed Separate Page for Each Menu Category	Be specific, Do not use small, big etc. Actual ounces sold	Please complete this column				
Suggested Categories						
Breakfast						
Sandwiches						
Bakery						
Complete Items						
Other						
Beverages (all)						
Hot						
Cold						
Lunch Categories						
Entrees (separate price categories)						
Cold Sandwiches						
Hot Sandwiches (Grill & other)						
Sandwich Extras						
Salads						
Salad Bar (by the ounce or plate size)						

Entrée Salads and other sizes of pre-made						
Soups/ Vegetables/ Starches						
Desserts						
Snacks						
All others						
All Vending Items						
All Catering Items						

Please list all the items you intend to sell in each of the categories above. A blank form follows. As new items are added to your menu, please update the Price and Portion Chart to reflect the changes. Please provide an update to the NSC on a quarterly basis.

FOODSERVICE PRICE AND PORTION CHART FORMAT

Account Name:

Location:

[illegible]

Appendix E – Vending Services

Please provide projected vending sales, commission percentage and dollar commission amounts for a 1 year period according to the following chart.

Projected Vending Sales and Commissions

Machine Location	Machine Type	Projected Sales per Year	Commission Percentage	\$ Commission Amount per year
On Campus				
Nursing, Science & Education Building 1 st Floor	Cold Beverage			
	Snack			
3 rd Floor	Cold Beverage			
	Snack			
Student Activities and Admin. Building 1 st Floor	Cold Beverage (2)			
	Snack			

3 rd Floor	Cold Beverage			
	Snack			
Liberal Arts & Sciences Building 2 nd Floor	Cold Beverage (2)			
	Snack			
Off Campus (continuing)				
Dawson Building – 1 st Floor	Cold Beverage (2)			
	Snack			
Basic & Water 1 Building 1 st Floor – (Short Term)	Cold Beverage			
Basic & Water 2 Building	Cold Beverage (2)			
1 st Floor	Snack			
*Total Annual Amounts		*		*

Appendix F – Equipment Schedule and Maintenance Requirements and

Appendix G Furn Plan – Kitchen Layout

Please see separate PDF File Attachment in the RFP Package