

Dining Services SEALED REQUEST FOR PROPOSAL (RFP

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ISSUE DATE:	September 28, 2022
RFP NUMBER & TITLE:	RFP #UCPUMW 23-1457, Dining Services
PROPOSAL DUE DATE & TIM	NOTE: Proposals received after the due date and time cannot be accepted.
WORK LOCATION:	☑ All Campuses □ Fredericksburg □ Stafford □ Dahlgren
COMMODITY CODE(S):	91852, 96115, 96219, 95284, 96138, 95844
PRE-PROPOSAL CONFERENCE	E: ☐ Optional ☐ Mandatory ☐ N/A DATE & TIME: October 11, 2022 10:00am
PRE-PROPOSAL LOCATION:	Eagle Village Executive Offices, Suite 480, 1125 Emancipation Hwy., Fredericksburg, VA
CONTRACT OFFICER:	Kenneth Manahan EMAIL: kmanaha2@umw.edu
PERIOD OF CONTRACT:	July 1, 2023 through June 30, 2028, with five (5), one year renewal options.
reference, the undersigned mutually agreed upon by sul this RFP is true, correct, and By signing this proposal, you or legal counsel have review exceptions to the General or those General or Special Te	ded Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as esequent negotiation. The undersigned firm hereby certifies that all information provided in response to complete. are certifying that you are an authorized representative of the offering firm and that the firm's principals ed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to rms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is ns will become a part of any final agreement. THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL
Name of Offering Firm:	
Address of Offering Firm:	
<u>DSBSD</u> Certification No.:	Expiration Date:
eVA ID:	Tax ID:
Email:	Telephone:
Website:	Fax:
Submitted By (Print Name & Title):

1125 Emancipation Hwy.

Tel: (540) 654-1127

Signature (In Ink):

Date:

SEALED REQUEST FOR PROPOSALS (RFP)

- QUESTIONS/INQUIRIES: All inquiries for information shall be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after 4:00 p.m., October 17, 2022.
- II. PRE-PROPOSAL CONFERENCE: A <u>mandatory</u> Pre-Proposal Conference will be held at the Eagle Village building, Suite 480, located at 1125 Emancipation Highway, Fredericksburg, VA, on October 11, 2022 at 10:00 a.m. See Pre-Proposal Conference clause in the Special Terms and Conditions. Contractors will not be permitted to take photographs at the Pre-Proposal Conference.
 - a. **For Mandatory Pre-Proposal Conference:** Proposal submissions will only be accepted from those companies who were represented at the mandatory pre-proposal conference as evidenced by the pre-proposal attendance roster.
 - b. No attendee will be permitted access to the conference after 10:00 a.m.
 - c. A maximum of two (2) attendees per company will be permitted to attend.
 - d. Offerors will be offered a tour of the foodservice facilities on the day of the pre-proposal conference; offerors will not be permitted in the back-of-the-house spaces of the foodservice operations at any other time, nor will they be permitted to request plans for any foodservice facilities at any other time.
 - e. A question and answer session will be conducted during this conference to respond to oral questions from any and all Offerors. All such requests for information and responses will be disseminated through the UMW Contract Officer.
 - f. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
 - g. Parking is available to visitors in designated locations which can be found on the UMW campus map here: http://www.umw.edu/visitors/
 - h. An attendee list shall be emailed to the Contract Officer at kmanaha2@umw.edu no later than 48 hours prior to the start of the conference.
- III. PROPOSAL RECEIPT REQUIREMENTS: Sealed Proposals for furnishing the goods/services described herein must reach the Proposal Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. It is the responsibility of the offeror to ensure that the proposal is received on time.
 - a. Proposals must be submitted in a <u>sealed</u> envelope or container that clearly identifies the contents as a response to this RFP.
 - b. UMW Procurement Services office is located in the Eagle Village Executive Offices, Suite 480, and can be accessed by a single elevator which accommodates the entire building. There is no stair access without a keycard. It is imperative that the Offeror allow adequate time to make a delivery.
 - c. c. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information.
- **IV. ADDENDA**: Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: http://www.eva.virginia.gov. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.

- V. INCLEMENT WEATHER/SUSPENDED SCHEDULE: Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or (540) 654-2424.
- VI. PUBLIC RELEASE OF INFORMATION: UMW utilizes a Public Contracts Portal (Cobblestone) https://umw.cobblestonesystems.com/public/ for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal https://vascupp.org/contracts.php will be used to house relevant procurement documents, including winning offeror's proposal.

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Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE:

The University of Mary Washington (UMW), an Agency of the Commonwealth of Virginia, is soliciting sealed proposals from vendors that have demonstrated experience in Campus Food Service Management (Board Dining, Retail Dining, and Catering) Services for the purpose of establishing a potentially renewable term contract with one qualified vendor. The successful Contractor will have an established record of providing superior, innovative, and cost effective dining services in the higher education market and a demonstrated ability to capitalize on all aspects of campus food services.

Furthermore, the campus dining programs must:

- a. Positively contribute to student success, enrollment, and retention;
- b. Enhance the quality of life for students, faculty, staff, alumni, and visitors;
- c. Contribute to the prestige of the institution;
- d. Provide most favorable financial terms for the University;
- e. Provide adequate funding to meet the investment needs of the University Dining program.

The successful contractor is expected to provide excellent dining service program options to the campus at a competitive price while simultaneously providing capital development support in the form of financial assistance and expertise.

The successful contractor will have exclusive rights to the operation of food services, board plan, retail operations and catering, except regarding the Battleground Athletic Complex food trucks, and as specifically excluded in this document.

Dining Services at the University of Mary Washington is managed from a programmatic standpoint from the Division of Student Affairs, and from a financial standpoint from the Division of Administration and Finance. The two division representatives coordinate on all decisions regarding dining operations.

The intent and purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a contract through competitive negotiations with qualified contractors to provide Campus Food Service Management as outlined herein to the University of Mary Washington ('UMW' or 'the University'), an agency of the Commonwealth of Virginia.

II. ORGANIZATION OVERVIEW:

Founded in 1908, the University of Mary Washington, is a premier, selective, coeducational, public liberal arts institution that offers rigorous academics in small classroom settings, innovative master teachers, a supportive campus community that values honor and integrity, and a civically, socially, and intellectually engaged community. Located within the Commonwealth of Virginia in Fredericksburg, UMW resides within an hour's drive of both the nation's Capital of Washington, D.C. and the State Capital of Richmond, offering students unique opportunities for internships, research excursions, and recreation.

The University currently consists of three colleges for Arts and Sciences, Business, and Education, and two additional campuses: one in Stafford, VA and the other in Dahlgren, VA. For more information about the

University of Mary Washington, including accolades in numerous national publications, please visit this site: http://www.umw.edu/about/.

III. BACKGROUND:

The University of Mary Washington's Fredericksburg campus enrolls approximately 4,000 undergraduate students from throughout Virginia, the nation, and the world. Most of these students are 18-22 years of age and attend full time. Approximately 55% live in one of 14 residence halls or campus apartments. (Attachment A).

Approximately 300 students are enrolled in professional studies and graduate courses. The recently completed remodel of Seacobeck Hall, which houses the College of Education, brought graduate students of the program from Stafford to the Fredericksburg campus.

The Stafford Campus is the home of the Continuing and Professional program for which most classes are held virtually. Several large sponsored events are held at the campus each year.

The <u>Dahlgren Center for Education and Research</u> serves as an anchor for educational and research partnerships among Naval Support Facility Dahlgren, the business community, and state higher education institutions.

The University is in the final year of a 10-year campus dining contract with one, one year extension of the current food services Contractor. The current food services Contractor oversees day to day operations of the University's residential dining program, retail food operations, concessions, and catering.

IV. CONTRACT PARTICIPATION - COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

- a. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at https://vascupp.org/rules.pdf), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.
- b. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from UMW. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.
- c. UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract

no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:

It is the policy of the Commonwealth of Virginia to contribute to establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

- a. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:
 - (1) Proposal Requirements The University reserves the right to:
 - (a) accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
 - (b) waive minor informalities,
 - (c) issue a lowered evaluation of the proposal for failure to submit all information requested,
 - (d) negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.
 - (2) Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.
 - (3) <u>Protection of Trade Secrets/Proprietary Information:</u> The Virginia Freedom of Information Act "FOIA" requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below. If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:
 - (a) invoke the protection of the Code of Virginia, § 2.2-4342F, in writing, stating the reasons why protection is necessary, and
 - (b) submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content but blacks out any protected information not appropriate for public release. If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.

The designating of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as redacted, the proposal will be rejected.

(4) <u>Oral Presentations:</u> Offerors who submit a proposal in response to this RFP <u>may</u> be required to give an oral presentation of their proposal to the University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. *Oral presentations are an option of the university and may not be conducted. Therefore, proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise that proposal after submission.*

- (5) <u>Number of Proposals Required:</u> One (1) printed original and one (1) electronic media version (Flash Drive) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (Flash Drive) clearly marked redacted copy must be submitted if required by the vendor.
- (6) <u>Proposal Formatting and Content:</u> Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be:
 - (a) Prepared simply and economically, with the ability to be recycled
 - (b) Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
 - (c) Dual-side printed where practical
 - (d) Bound in a single volume where practical
 - (e) Straightforward and concise
 - (f) The proposal shall not exceed 200 pages in total (8 1/2" x 11", in 11-point font, 100 pages printed double-sided), excluding separately bound booklets or publications. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal response are neither necessary nor desired. An electronic version of proposal responses must also be provided.
 - Offeror must bear all costs associated with the preparation of the proposal response and any oral presentations(s) requested by University of Mary Washington.
- (7) <u>Proposal Guarantee:</u> All bids shall include a bid bond in an amount equal to two and a half percent (2.5%) of the total first year bid amount but not less than seven hundred and fifty thousand dollars (\$750,000), whichever is greater, payable to University of Mary Washington. Once the contract has been signed by both parties and fully executed, the bid guarantee will be returned to the unsuccessful finalists. Proposals submitted without a bid bond will be rejected.

The bid guarantee shall be included within the bidder's submittal package.

(8) <u>Calendar of Events:</u> The following list identifies estimated key target dates that will be used through the RFP process. These dates are subject to change at the discretion of the University.

DATE	ACTIVITY
September 28th, 2022	RFP Issue Date
October 11 th , 2022	Pre-Proposal Conference/Tours of UMW Foodservice Facilities
October 17 th , 2022	Deadline for Submission of Written Questions from Offeror
October 20 th , 2022	Deadline for Responses by University of Mary Washington to Offeror
	Questions
November 18 th , 2022	RFP Response Due Date 4:30 p.m. EDT
January 13 th , 2023	Final Presentation and Interview
February 16th, 2023	Expected Date of Award
July 1 st , 2023	Estimated Start Date of New Contract

- (9) <u>Limited Contact:</u> To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.
- (10) <u>Proposal Evaluation Assistance</u>: Offerors are made aware that Porter Khouw Consulting (PKC) will be assisting the University during the proposal evaluation process.
- (11) Site Visit: The site visit and pre-proposal conference will be held October 11th, 2022.
- (12) Exceptions to any terms and conditions included within this solicitation must be identified within the Offeror's proposal.
- (13) Any other information the Offeror believes will help the University evaluate its proposal.
- b. <u>SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:</u> Proposals should be as thorough and detailed as possible. At a minimum, Offerors are required, to submit the following information within their proposal in the sequential order of appearance as provided within this section:
 - 1) Complete and return <u>SIGNED</u> RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
 - 2) Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.

3) Residential and Retail Operations

1. The Cedric Rucker University Center, Main Dining Hall (Refer to Section 2. Residential and Retail Operations within the Statement of Needs for requirements).

Programs, Menus, and Concept Descriptions

- a. Describe the concepts proposed for this operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features. Late night offerings shall include special event nights and programming offering a fun and festive atmosphere. The Offeror should detail any changes in equipment or decor and provide renderings or schematics to demonstrate the proposed changes. The Offeror should detail any enhancements to the current program.
- b. Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.
- c. Submit a five-week sample of the cycle menus proposed for breakfast, lunch, and dinner service. Submittal should group items by location in the servery (i.e., hot entrees, specialty station, sandwich station, salad bar, cold food, etc.), and display the entire week's selections on one sheet (if possible) organized by day of the week. Every effort should be made to recognize quality, wellness, and the demographic breakdown of University of Mary Washington's customers. The

Contractor will be required to post menus online weekly with nutritional information five days in advance throughout the term of this agreement.

- Menus must reflect continuous variety, consistent quality throughout all operating hours, and offer menu items from throughout the world.
- ii. Special dietary needs, such as religious and allergy, must be met.
- d. For each meal, indicate those items which are offered every day and those items which change according to the cycle. Indicate portion sizes and which items are healthful food choices. Text for signage explaining nutritional content must be provided.
- e. An annual marketing plan for Top of the CRUC and the sales/promotion of meal plans must be provided as part of the proposal.

Staffing

- a. Submit staffing schedules for the Top of the UC, for one normal complete week of operation during the academic year using the guidelines in Attachment B (use Excel file provided for staffing worksheet). Also submit a weekly staffing plan for the first full week of the semester. Special attention needs to be made to weekends. Contractor shall also provide a representative staffing schedule for early arrival students.
- b. Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's manager will report.
- c. Contractor must provide a plan to utilize stations to their capacity.
- d. Contractor must provide a management oversight plan to ensure that a manager is observing the dining facility to look for potential issues (e.g., running out of food, cleanliness issues, etc.) so that these issues can be corrected immediately.
- e. Offerors must describe how they will ensure proper preparation for busy periods to ensure minimal wait times for customer and ensure that they will not run out of food items during peak periods.
- f. The incumbent contract has many well-respected current employees. The awarded Contractor is encouraged to interview all current employees who wish to remain at UMW for foodservice positions.
- **2. Panera Bread:** (Refer to Residential and Retail Operations within the Statement of Needs for requirements).

Program, Menus, and Concept Descriptions

- a. Menu Profile Minimum Menu Profile
- b. Describe the concept proposed for this outlet including promotions, merchandising and other features.
- c. Panera will be included in Board Plan for student access.
- d. Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.
- e. Provide a complete price and portion guide. Portion sizes and food quality must be equal to those provided at off-campus Panera Bread locations.
- f. Itemize projected sales using the forms provided in Attachment B.

g. Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal.

Staffing

- a. Submit staffing schedules for one complete week of operation using the guidelines in Attachment B.
- Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.
- **3. Katora Café:** (Refer to Residential and Retail Operations within the Statement of Needs for requirements).

Program, Menus, and Concept Descriptions

- a. Describe the concept proposed for this outlet including promotions, merchandising and other features.
- b. Special attention should be paid to customer service. The Offeror should describe specific ways to reach the highest quality of customer service environment including employee uniforms employee training programs, etc.
- c. Provide a complete price and portion guide.
- d. Itemize projected sales using the forms provided in Attachment B. Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal.

Staffing

- a. Submit staffing schedules for one complete week of operation using the guidelines in Attachment C.
- b. Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.
- **4. Grab and Go Market:** (Refer to Residential and Retail Operations within the Statement of needs for requirements).

Program, Menus, and Concept Descriptions

- a. Describe the concepts proposed for these outlets including promotions, merchandising and other features.
- b. Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.
- c. Provide a complete price and portion guide.
- d. Itemize projected sales using the forms provided in Attachment B.
- e. Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal.

Staffing

- a. Submit staffing schedules for one complete week of operation using the guidelines in Attachment B.
- b. Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

5. Pizza Concept (Refer to Section 2. Residential and Retail Operations of the Statement of needs for requirements).

Program, Menus, and Concept Descriptions

- a. Describe the concepts proposed for these outlets including promotions, merchandising and other features.
- b. Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.
- c. Provide a complete price and portion guide.
- d. Itemize projected sales using the forms provided in Attachment B. Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal.
- e. Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal.

Staffing

- a. Submit staffing schedules for one complete week of operation using the guidelines in Attachment B.
- b. Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.
- **6. Sushi Concept:** (Refer to Section 2. Residential and Retail Operations of the Statement of needs for requirements).

Program, Menus, and Concept Descriptions

- a. Describe the concepts proposed for these outlets including promotions, merchandising and other features.
- b. Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.
- c. Provide a complete price and portion guide.
- d. Itemize projected sales using the forms provided in Attachment B. Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the proposal.

Staffing

- a. Submit staffing schedules for one complete week of operation using the guidelines in Attachment B.
- Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.
- **7. Catering, Camps, and Conferences:** (Refer to the Statement of Needs for requirements)

Program, Menus, and Concept Descriptions

a. Describe the concepts proposed for this catering operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features.

- b. Prepare a catering manual. The manual shall contain sample breakfast, lunch and dinner menus, hot and cold buffet and hors d'oeuvre selections which would be available upon two weeks advance notice.
- c. Assume menus will be changed at least once annually. It is desirable that the menus reflect visual beauty, variety, wellness, quality, and price (consistent with the University's catering history) as well as catering policies.
 - Offer must submit a minimum of 5 menus that meet COVA per diem rates: https://adminfinance.umw.edu/ap/travel/per-diem-and-lodging-rates/#Lodge
- d. Indicate which items are healthful food choices. In addition, prepare a set of limited menus that will be standard daily menus available at all times on short notice and those which would be available on a one or two day advance notice. These would be limited to small faculty or administrative staff groups, or other special group meetings.
- e. Offeror shall describe the process by which their catering proposals are prepared and how much time the offeror expects to present their proposals to the client.
- f. Offeror shall provide a timeline and method for responding to customer inquiries.
- g. Describe customer service and standards for customer care.
- h. Propose pricing on a per cover basis for a minimum number of covers. Additionally, please show the calculations involved in determining the per person cost for a smaller number of covers than the minimum quoted above. Catering price renewal will be due to University of Mary Washington by no later than November 1st for the following July through June fiscal year annually. Submit the average per cover prices of each of the following:
 - i. Continental breakfast
 - ii. Hot, served breakfast
 - iii. Cold, served luncheon
 - iv. Hot, served luncheon
 - v. Simple cocktail and hors d'oeuvre reception
 - vi. Cold, served dinner
 - vii. Hot, served dinner
 - viii. Full Dinner Buffet
 - ix. Conference meals and breaks
- Offeror is to provide a breakdown of what customers will be charged for additional items including, but not limited to:
 - i. Table Linens
 - ii. Additional Wait Staff
 - iii. Flowers
 - iv. Decorations/Themes
 - v. Please note that the current contract does not allow delivery charges except to the Stafford campus. University of Mary Washington wishes to keep that provision intact.
- j. Specify a catering program applicable to five tiers of customers:

- i. Presidential: Major high end campus events: ranging from large (Reunion) to small (Banquets, Buffets, etc.)
- ii. Casual
- iii. Day to day delivery
- iv. Pick-up service
- v. Student groups
- k. Offeror shall compute pricing to account for the costs of goods, labor, operating supplies and other appropriate expenses. Pricing must reflect the Profit and Loss Catering structure of this RFP.
- I. Itemize projected sales on the forms provided in Attachment C.
- m. The Contractor shall be responsible for timely clean up after all catered events (defined as within one hour of event ending). Provide a plan to ensure that there is a timely and thorough clean up after all events to keep the University's facilities clean. Clean up shall include removal of all serviceware and trash from the premises.
- n. Indicate which three or more major credit cards will be accepted by the Contractor. An annual marketing plan for this venue should be provided as part of the proposal. Specific attention should be paid to meeting the goals of the University.
- 8. Marketing & Merchandising: (Refer to the Statement of needs for requirements)
 - a. Describe the roles that make up your company's marketing team- specific to individuals who would be responsible for UMW Dining and Catering- and what tasks they are responsible for. Include corporate, regional, and local support if applicable.
 - b. UMW is committed to providing its students, faculty, staff, and guests with a high-quality dining experience and considers quality, creativity and variety to be key elements of this philosophy. Please provide examples of the types of marketing (offline and online), campaigns, and promotional programs your company would implement at UMW including specific information for each component of UMW Dining. These include:
 - i. Meal plans
 - ii. Dining Area cash sales
 - iii. Declining balance accounts
 - iv. Catering services
 - v. UMW employee meal plans
- **9.** Describe Offeror's online and offline marketing strategies for each of the constituencies including but not limited to:
 - a. Newly admitted undergraduate and graduate students
 - b. Parents of newly admitted undergraduate students
 - c. Graduate, undergraduate, and Summer Term students who will be residing offcampus
 - d. Returning graduate and undergraduate students
 - e. Parents of returning undergraduate students
 - f. Graduate, undergraduate and Summer Term students

- g. Prospective students and their families
- h. UMW faculty
- i. UMW staff
- Real property tax-exempt institutions that apply to hold conferences or to house conference participants at UMW
- **10.** Fredericksburg is a very competitive food market. Please detail how your company plans on competing with the street for the UMW dining business. Specifically, demonstrate your company's ability to compete effectively with off-site retail businesses providing specific examples if applicable.
- **11.** Student Satisfaction and Success: UMW places a high premium on student success, satisfaction, and creating a community environment. Please detail how your company would effectively contribute to this effort.
 - Provide details on how your company will deliver the highest quality student dining experience at UMW.
 - Provide details on how your company plans to maximize customer satisfaction.
 This must include student meal plan participation expansion and retention in plans.
 - c. Provide details on surveying and feedback tools your company plans to employ to measure the level of customer satisfaction.
 - d. Please detail, specific to UMW Dining, who would be responsible for what within your company to make this a reality.
- **12.** Provide examples and references demonstrating how you have grown business on the college & university level and how your experience would assist UMW Dining in business growth:
 - a. Organic
 - b. Same store sales growth
 - c. Incremental
 - d. Innovation Trends
- **13.** Provide a description of your web and mobile capabilities. In addition, how has your organization integrated their corporate websites/mobile applications into university client sites?
- **14.** Provide examples of how your organization would incorporate the University's branding into your corporate marketing materials.
- **15.** Product and Menu Development: (Refer to Section 2. Residential and Retail Operations of the Statement of needs for requirements)
 - a. Please describe your company's approach to food product and menu development. In your response include discussion regarding: Keeping current trends, how to create food products in a cost-efficient manner, recipe development local, regional and on a corporate basis.
 - b. What nutritional content of food products are offered on the menus and how is this information transmitted to the UMW guest?
 - c. Define a "low cost" food option available to any student that is nutritionally balanced, accessible in multiple locations, and available at convenient hours to

- support financially stressed students and/or those that may be facing food insecurity issues.
- d. How does the Offeror ensure the authenticity of cuisines offered at UMW included but not limited to:
 - i. Ethnic
 - ii. Vegan
 - iii. Vegetarian
 - iv. Kosher
 - v. Halal
 - vi. Gluten Free
 - vii. Organic
 - viii. Sustainable
- **16.** Provide complete information on your source for Kosher and Halal governance.
- **17.** Describe your specific UMW menu development process for:
 - a. Residential dining
 - b. Retail dining
 - c. Catering and special events
 - d. Campus and conferences
 - e. Concessions
 - f. Sustainability/ Menus of Change
- **18.** Describe how an UMW facility capacity analysis based on the following would look:
 - a. Facility layout and equipment package (front & back of house)
 - b. Customer and product process flow based on projected menu mix
- **19.** Provide specific menu programs with facility layouts for each of the UMW Dining locations without expansion beyond the current footprint.
 - Provide a complete list of your company's partnerships or license agreements with the variety of national and regional brand programs and professional organization affiliations (i.e., Starbucks, Dunkin Donuts).
- **20.** Provide your current relationships with major food, paper, and cleaning suppliers especially those which you have national and/or regional agreements and how this will pertain to the University. Please be specific to those agreements you have with food manufacturers whose products are distributed through major distributors. Describe how these relationships could benefit UMW.
- **21.** UMW desires to utilize local food suppliers where it is possible and when it is cost effective, including those providing organic products. Provide a description of how you would incorporate this into your procurement process. UMW wishes to set a goal of 25% of all food purchased locally (within 100 miles) within three (3) years.
- **22.** Describe how the supply chain interfaces with menu development in the securing of Halal products and insures the product safety particularly for authentic food products utilized in specialized cooking.
- **23.** How can these local food suppliers be implemented in customized and special requests for catering clients?
- **24.** Describe the process of how new products are introduced within the supply chain.

- **25.** Please describe how your company has or will stay innovative in a market as competitive as Fredericksburg be specific to UMW Dining and Catering.
- **26.** Describe your process for data collection, availability, and evaluation examples such as meal plan participation, food costs, food volume, food sourcing, and student survey results, both at a campus-wide and site-specific level, available in raw data and spreadsheet format.
- **27.** Describe your process for data collection and analysis of catering surveys, focus groups results qualitative and quantitative.
- 28. UMW Catering is focused on three areas Meetings, Conferences and Special events (from a 10-person picnic to Presidential and major institutional events). Please detail how your company would manage each of these functions, from personnel, menu, pricing, support basis being as specific to UMW Dining as possible, such as culturally diverse events, dining drop-offs, tastings, etc.
- 4) Human Resources: (Refer to the Statement of needs for requirements)
 - Describe through use of an organizational chart and narrative how you plan on staffing UMW Dining. The organizational chart should include the corporate, regional, and local level where it is specific to your company dealing with UMW Dining on a regular basis.
 - 2. Assure the Contractor personnel processes are compliant with your company guidelines.
 - 3. Detail the process that occurs at each level of the proposed UMW organizational chart and the anticipated interface with corresponding levels of UMW management.
 - 4. Understanding that UMW desires to have final approval on the following positions, please submit resumes for candidates for each of the following positions at UMW:
 - a. Foodservice Director
 - b. Executive Chef
 - c. Catering Manager
 - d. Operations Manager
 - e. Retail Manager for each retail venue
 - 5. As a minimum, each resume must contain the following information:
 - a. Position
 - b. Name
 - c. Education
 - d. Years of Employment with Offeror
 - e. Level of Experience
 - f. Professional Training
 - g. Assignments under the current Contractor, noting size of each account, title, major responsibilities, and number of employees supervised
 - h. Previous assignments; note same information as above.
 - i. The individual in charge of the University of Mary Washington campus operations (Resident Director of Operations) must have a minimum of five years' successful managerial experience in University or University foodservice operations or equivalent; other supervisory and management staff must also have relevant experiences in catering, nutrition and/or University or University dining.

- 6. Please describe your management succession planning process specifically as to how it would apply for UMW Dining.
- 7. Please describe your training plan for management and employees in both the transition phase and in the longer-term. If you are the incumbent, please describe how management and employee training will impact positive change with UMW Dining. Include at least one (1) copy of your complete training manual in English (manuals will be returned to Offeror upon request).
- 8. University of Mary Washington's commitment to diversity and inclusion remains a deep and integral part of our mission. In light of this commitment, all food service employees will be required to participate in an annual diversity training program developed by the University and provided by an independent contractor.
- 9. Present criteria used in annual evaluation of the account manager's performance.
- 10. Present incentive compensation guidelines, if any, for account management and key personnel.
- 11. The successful Offeror will be strongly encouraged to use student help during the term of this contract. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, duties, etc.).
- 12. Students employed by the Contractor shall be paid at least the prevailing Commonwealth of Virginia minimum wage. The University shall have the right to determine the number of hours each student may work, the nature of the work performed, and other conditions of employment University deems appropriate.
- 13. Describe in detail a communication and /or crisis communication plan and the personnel who would be involved. Provide contractor's emergency management plans to include continuity of operations in a crisis to include but not be limited to extreme weather, power outage, Pandemic, etc.
- 14. Please describe your company's processes and procedures to insure product and dining service safety including what happens in the case of product recalls. Please be specific to UMW Dining.
- 15. Detail recruiting techniques and sources of non-management labor, while following all equal employment guidelines shown below. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, duties).
- 16. 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.
 - c. Occupational Safety and Health Requirements.
 - d. Compliance with Employment Practices Covered Under the 1990 Americans with Disabilities Act.
- 17. Indicate whether employees to be assigned to the facility will be non-union or union at commencement of the contract. Offeror is to provide a copy of its Collective Bargaining Agreement expected to be in force if union personnel are to be used.
- 18. University of Mary Washington is committed to a policy of equal opportunity in education, employment, membership and contracts, and no differentiation will be

- made based on race, color, sex, age, religion, sexual orientation, national origin, veterans' status, or the presence of a disability.
- 19. Offeror must provide a brief description of their benefit package. The description should include, but is not limited to, the following:
 - a. Health Care Coverage
 - b. Dental Insurance
 - c. Life Insurance
 - d. Eyewear Plan
 - e. Flexible Spending
 - f. Long-Term Disability
 - g. Retirement
 - h. Health Advocate
 - i. Employee Assistance Program
 - j. Tuition Benefits
 - k. Leave of Absence (Paid)
 - I. Leave of Absence (Unpaid)
 - m. Holidays for Staff
 - n. Vacation for Staff
 - o. Personal Loans
- **5) Quality and Improvement Management:** (Refer to the Statement of Needs for requirements)
 - 1. Please detail and provide specifics of how your company stands out as an industry leader instead of an industry follower. How specifically will this benefit UMW Dining? What is your company's approach to encourage and maintain a culture of innovation?
 - 2. Effective strategic planning is instrumental in any company's success at a business location. Please describe your company's strategic planning process as it pertains to seasonality and catering showcases and how it will positively impact UMW in the short and long-term promoting ongoing improvement.
 - 3. Please detail how your company reconciles corporate goals against those of the client. If possible, please be specific to UMW Dining.
 - 4. Describe your process flows for Improvement Management and Quality Assurance detailing who is responsible for what on the corporate, regional, and local level for execution and compliance.
 - 5. How would your company's programs positively benefit UMW? Cite examples if appropriate.
 - 6. Recognizing opportunities whether to increase business or enhance guest satisfaction are critical to a company's ability to sustain growth. Please describe your company's approach to grow the business and how this would positively impact UMW Dining being specific where possible. Does your company employ a "Value Added Plan" as part of its operating and/or strategic plan?
 - 7. Provide your requirements and best practices for maintaining clean dining services and kitchen areas. Do you use any KPIs or metrics to measure this performance?

- 8. Provide a measurement tool(s) or KPI's that will allow the University and operator to proactively measure/monitor quality (service, food, etc.) as well as meal plan perception and satisfaction, on a month-to-month, and year-to-year basis as well as. The intent of the reporting mechanism will be to create measurable goals that both parties can use to monitor and ensure progress in multiple key categories throughout the contract. KPI's should include, but are not limited to:
 - a. REVPAS information (revenue per available student)
 - b. Health inspection reports
 - c. Food cost trends
 - d. Labor cost trends
 - e. Meal plan meal participation rates, by meal period
 - f. Mystery shopper reports
 - g. Survey scores
 - h. Local purchasing benchmarking status
 - i. Sustainable practices status
 - j. Monthly report, budgets, and plans
- 9. What would your recommendations be on managing repairs of kitchen and dining areas and equipment to meet local codes? How would your teamwork with UMW's facility management team in this respect?
- 10. What is your process for crisis management related to food contamination and similar situations?
- **6) Technology:** (Refer to the Statement of needs for requirements)

It will be important to define a set of mobile technology requirements in order to successfully implement a seamless mobile ordering platform across campus. This mobile ordering platform will give the ability and flexibility for students, faculty, and staff to order ahead from retail and Anytime Dining venues, pick-up food items, skip lines, and pay with various payment systems including but not limited to cash, debit/credit, and meal plan. Offeror shall provide within their proposal submission a copy of their most recent Voluntary Product Accessibility Template (VPAT) and their most recent copy of their PCI Attestation Compliance Report.

- 7) Commerce: Please describe Offeror's company's ability to handle the following types of tenders. System must have the ability to integrate with Transact and facilitate online payment authentication for Transact.
 - 1. All Campus Meal Plans
 - 2. All Access Dining meal plan to order meals for pick up or delivery
 - 3. Block meal plans
 - 4. Flex Dollars
 - 5. Cash Equivalency (trading a meal count for a specific amount of retail purchasing power)
 - 6. Credit Cards
 - 7. Bank Debit Cards (processed as credit)
 - 8. Coupons, including online coupon codes and customer frequency-based discounting
 - 9. National brand/third party gift cards
 - 10. National brand loyalty programs and discounts
 - 11. University issued gift cards

- 12. Payment gateway integration, PayPal, Google Pay, Apple Pay
- 13. Describe other payment tenders, not mentioned above, that are supported by your system.
- 14. Student Account (shows up on my University Bill)
- 15. Federal Aid such as Pell, PLUS, and other Grants.
- 16. Athletics / NCAA Funds
- 17. Vocational Rehabilitation
- 18. Veterans Affairs
- 19. Various Academic Scholarships
- 20. Corporate Sponsorships for employees (HP, IBM, Apple, Google, Etc.)
- 21. Native American Scholarships
- 22. University Specific Support programs (IE: Student Support @ Brown University)
- 23. State and Regional Scholarships or support programs are also very common but vary in name by region. IE: Kane Scholars is a big one at UCCS in Colorado Springs
- 24. Foundation Support is common in California Institutions
- 25. Snap Benefits aka Food Stamps
- 26. Closed Loop Cards such as Transact (formerly Blackboard), CBORD, and Atrium
- 8) Customer Interface: Describe the ability to accommodate the features listed below and list additional features and cascading tenders that are available to offer.
 - 1. Cart function
 - 2. Order history
 - 3. Provide Allergen information
 - 4. Provide Nutritional Information
 - 5. Suggested upselling
 - 6. Delivery and pickup options
 - 7. Multiple payment storage per user
 - 8. Order status updates for user
 - 9. Messaging to user, SMS notifications
 - 10. Ability to sign up for promotions and provide rewards program
 - 11. Cross promotion among locations and venues
 - 12. Pre-scheduled promotions
 - 13. Social media logins
 - 14. Multilingual capability
 - 15. Customer location throttling based on times and level of orders received
 - 16. Ability to rate products and locations (switchable)
 - 17. Ability of customers to store favorite orders
 - 18. Ability for customer to place future orders
 - 19. Ability of system to guard against fake or falsified orders
 - 20. Trending info
 - 21. Geofencing for nearest location or available locations
 - 22. Maps and direction integration
 - 23. Listing of operational hours
 - 24. Full and limited menu availability
 - 25. Changeable menu based on time of day or calendar

- 26. Mobile app and desktop capability
- 27. Maintain customer base information i.e., mailing list, order frequency, most popular items
- 28. Describe the system's ability to handle large changes in customer demand such as lunch rush, football weekends and other high traffic events. How much excess capacity can the systems handle based on current demand?

9) Reporting

- Scheduled reports should be able to be configured with relative dates report on the
 previous day, week, month, etc. with hard coding dates into schedules. Describe the
 ability of your system to schedule reports.
- 2. Any reports that include credit card data must mask numbers to meet PCI standards.
- 3. Provide examples of the various sales reports your system can generate.
- 4. Provide examples of the various patron analysis reports your system can generate.
- 5. Provide examples of the various product mix reports your system can generate.
- 6. Provide examples of the various inventory reports your system can generate.
- 7. Provide examples of the various electronic journal reports your system can generate.
- 8. Provide examples of other reports, not mentioned above, that your system can generate.
- 9. Describe your system's ad-hoc reporting capabilities.
- 10. What data cannot be accessed via reports?
- 11. How long can historical data be accessed in your system.
- 12. Describe your ability to create custom reports and typical turnaround time and cost for custom reporting.
- 13. Month-end reports shall be bundled to include all financial and operational reports required in the RFP. These shall be submitted to the University by the 15th of day following the end of the operating month.

10) Support

- 1. Describe your support system including how maintenance is provided.
- 2. Is there down time associated with maintenance?
- 3. How often maintenance is typically performed?
- 4. Describe typical response times and procedures for both operational and customer-based problems.
- 5. Describe typical system down times and average outage frequency among current customers
- 6. Describe responsiveness for custom integration and fixes
- 7. Describe ability to meet custom programing needs.

11) Transitioning or Reopening Plan: (Refer to the Statement of Needs for requirements)

- Provide your company's transition plan (or grand re-opening plan if you are the incumbent) for UMW Dining based on the schedule provided in the RFP. Specifically indicate key activities, milestones, and timelines for UMW Dining by service and by location.
- 2. Provide a breakdown of the transition/re-opening costs being specific to cost category and items within each category.

- 3. Calculate the anticipated number of entry level staff and management employee hours and associated expense to be devoted to formal training during the period prior to the start of the new Contract. Show separate hours for entry level staff and management employees.
- 4. How does your company propose to organize/structure for the UMW Dining transition/re-opening? Indicate the key roles and support elements from the corporate, regional, and on-site levels of your company. Indicate the project manager and name(s) of the person(s) that will lead the implementation from your side, what their roles are, whether their involvement will be full or part time, and the cost and duration. Also please indicate what you believe should be UMW's role in this activity.
- 5. Provide detail on how your company will support the transition/re-opening through your marketing and merchandising. Be specific to UMW Dining.
- 6. Will advanced technology solutions, digital marketing, or web communications be used to support the transition? And how long would you project the length of transition based on past experiences.

12) Sustainability: (Refer to the Statement of Needs for requirements)

- Sustainability and environmental awareness are critically important to University of Mary Washington. Explain in detail how University of Mary Washington's environmental sustainability program (https://sustainability.umw.edu/initiatives/) will be adhered to, how you will contribute to enhancing the University's sustainable efforts and what metrics will be used to demonstrate annual improvement in Green initiatives.
- **2.** UMW intends to plan a zero-waste strategy that includes dining services and catering. Describe your company's experience with and approach to a zero-waste strategy for:
 - a. Back of house operations (sorting, composting, recycling, leftover food handling, etc.).
 - Packing and serving (eliminating single serving water bottles, eliminating disposable plastics, eliminating disposable packaging for food and beverages and reducing excess packaging from catering orders, implementing reusable containers for beverages and to-go food and to-go food boxes provided with catering, bag-free stores);
 - c. Ordering (reducing over-orders for catering, tray-less dining).
- 3. Offerors must develop a 'farm to table" program with local agricultural community and explain program in detail. Program should include annual summary of measurable goals for assessment. It is important that Offerors propose a comprehensive corporate program to engage the local community for purchasing. This program must include using the local farmers' market for menu offerings. This program must also include clear goals indicating what percentage of the food inventory will be purchased from the local area.

UMW desires consistent labeling of items where consumer decision is a factor (i.e., cage-free eggs and produce location and organic/non-organic). What is your company's approach to clear labeling?

- **13) Sanitation and Safety:** (Refer to the Statement of Needs for requirements)
 - 1. Describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility providing measurable metrics to be enforced throughout this agreement.
 - 2. Outline sanitation and safety self-inspection procedures for all foodservice operations at the University of Mary Washington. Provide a sample copy of any checklist used during inspection. Provide information regarding minimum standards and guidelines to ensure sanitation and safety in preparation, production, and service areas.
 - **3.** Required reports with measurable metrics will be delivered to the University's Contract Administrator or their designee on a monthly basis throughout the term of this agreement.

Describe in detail how the appropriate steps are taken to ensure HACCP compliance throughout this agreement. Provide a plan to ensure continuous and frequent documentation of internal inspections and what actions will be/were taken to correct any issues discovered.

12) Financial Proposal: (Refer to the Statement of Needs for requirements)

1. Base Financial Proposal Quotation

The financial proposal portion of this RFP requires that the Offeror provide a Base Proposal Quotation using the Foodservice Pro Forma Worksheet provided as an Excel Attachment B.

2. Cost Information and Financial Statements

a. Introduction

Offeror shall complete the sales worksheets, board plan worksheets, and foodservice pro forma statements for each operation, separated by operation and year, and then consolidated for ten years. Offeror is asked to align each year's projections with University of Mary Washington's fiscal year, beginning each year on July 1 and concluding each year on June 30. Assume an annual inflation rate of 3.0%. Offeror is also asked to utilize a fiscal week of Midnight Sunday – 11:59 PM Saturday.

Financial statements are to be based on the programs described in the Top of the UC, and the menus, programs, concepts, and staffing plans Offeror has completed as part of the bid. Financial statements should follow the Bid requirements.

Contractor will secure, own, and be wholly responsible for credit card readers and associated expenses. The credit card readers must be approved, in writing, by UMW's CIO and ISO, and in coordination with the contract administrator or their designee.

The foodservice pro forma statements are to include only those revenue and expense items directly associated with a University of Mary Washington operation. All revenues and expenses are to be shown using 2022 dollars with

appropriate percentages, per instructions. All costs and expenses are to be allocated to the appropriate <u>revenue</u> centers.

The forms should be strictly adhered to, and the Offeror should note any discrepancies or modifications with accompanying footnotes.

The Campus Dining Sales and Catering Sales worksheets will be the basis for sales projections cited in the pro forma statements. All assumptions for worksheet calculations must be included as back-up information. The worksheets are to be completed for each foodservice outlet and should include a breakdown for each <u>Location</u> and <u>Meal Period</u> proposed.

To identify clearly how each figure was derived for the pro forma statements, the Offeror shall include line-by-line explanations and/or assumptions for revenue, cost of sales, management and employee benefits, and all operating expenses as back up information.

Unless noted otherwise, percentage (%) figures should be calculated as a percentage of the "Total Sales" figure on the Foodservice Pro Forma Statement.

3. Financial Statement Assumptions

a. Participation assumptions and sales projections for the foodservice operations should be developed based on the population projections and other information as described in Attachment B.

Requests for prices increases shall be delivered to the Contract Administrator or their designee no later than November 1st of the preceding academic year. Prices in cash (retail) food and beverage outlets will be reviewed and approved in writing by University of Mary Washington before they are implemented. The Contractor may, subject to University of Mary Washington's approval, increase aggregated cash prices up to the regional CPI-Food Away From Home annually. It is not the intent to allow for an increase annually but to make the Contractor aware that University of Mary Washington will be firmly committed to keeping price increases at a minimum.

Contractor's meal plan rate increases will be subject to approval by University of Mary Washington up to the increase in the regional CPI-Food Away From Home. It is not the intent to allow for an increase annually, but to make the contractor aware that UMW will be firmly committed to keep price increases at a minimum. Requests for meal plan rate increases shall be delivered to the Contract Administrator no later than November first of the preceding academic year.

The Contractor shall remit to the Commonwealth of Virginia tax commission any Sales Tax required.

The Contractor shall provide such trucks or vans required for foodservice usage and will be responsible for gas, oil, repairs, maintenance, and insurance as required by Virginia State law. The Contractor shall assume full monetary responsibility for any University vehicles used temporarily in the performance of the agreement. These costs shall be a direct cost of operation.

Contractor shall adhere, without exception, to all UMW Parking regulations and policies.

https://adminfinance.umw.edu/parking/

4. Examples of Other Reports

a. Submit one or more samples of financial reports Offeror shall submit to the University as representation of the reporting format Offeror intends to use for University of Mary Washington. The sample <u>does not</u> have to disclose the name of the client.

5. Commissions and Board Plan Rates

- a. Base Proposal Quotation (Required)
 - This quotation is to be used for preparing Offeror's pro forma financial statements.
- Cash Operations (including, but not limited to, cash, flex, debit/credit card and EagleOne money)
 - Cite the annual commissions as a percentage of net sales, for each cash operation, to be remitted to University of Mary Washington.
- c. Meal Plan
 - Using the meal plans provided by the University, beginning Fall semester 2023, estimate the participation and revenue the Offeror foresees for meal plan operations at University of Mary Washington. Detail your proposed cost per student meal, by meal plan for the University.
 - ii. Also quote guest meal rates and the administrative meal rates for the Top of the CRUC.

6. Regarding Net Losses

Any and all net losses associated with this contract as the sum of University of Mary Washington's authorized operating expenses and commissions paid to the University from Contractor, in excess of gross sales shall be paid by the Contractor throughout the term of this agreement.

7. Optional proposal program submission

After having complied with the base proposal as articulated in foodservice in this RFP Offeror is given the option to submit alternate program proposals. The Offeror shall be required to prepare and submit a complete set of financial worksheets and pro formas for each year of the term of the agreement for the alternate proposal. As shown in Attachment B in conjunction with instruction for completing the pro forma workbook in the Excel file provided.

8. Continuous Improvement Programs

The University participates in continuous improvement programs to ensure that costs are improved, and efficiencies are maximized semester to semester, and year to year. The Contractor shall be required to develop and implement their own program consistent with this initiative and provide the University with a monthly update on

initiative, goals, and progress. Contractor is required to provide a strategy on how this will be accomplished within their Bid Response.

9. Complete and return Attachment B.

VII. STATEMENT OF NEEDS: The requirements of the UMW Dining Program are as follows:

(1) Introduction

The Contractor shall manage and operate campus dining services which are maintained as an integral part of the University's educational activities solely for the use of students, faculty, staff, employees, invited guests, and others designated by the University. The campus dining food services shall include:

- (a) Top of the CRUC Cedric Rucker University Center
- (b) Retail Dining Locations
- (c) Catering
- (d) Camps & Conferences
- (e) Concessions

The Contractor shall inform the University of new and potential services that may be beneficial to the University. The University and the Contractor will jointly determine if this new service shall be incorporated into the University's foodservice operations.

The Contractor shall be granted exclusive rights to operate the dining facility and catering operations as defined in this Contract, with the exception of bookstore items (e.g., convenience store items, dry goods, etc.), vended carbonated and non-carbonated beverages which are NOT part of this agreement. Furthermore, the University has entered into an exclusive campus-wide beverage agreement for all vended and non-vended carbonated and non-carbonated beverages. The Contractor shall comply with all current and future beverage and bookstore agreements that University of Mary Washington enters into. See below for additional information.

(2) Catering Exclusions:

- a. The University allows outside catering by private individuals in three locations: The Gari Melchers Home and Estate including the Belmont Pavilion, the James Monroe Museum and Memorial Library, and the Dahlgren campus (below designated thresholds).
- b. Student Organizations are exempt from the requirement to use Campus Dining for their catering needs.
- (3) Beverage: The University has an exclusive beverage contract with Pepsi Beverages Company. The contract has one year and ten months remaining on it.
- (4) Vending: The University has a separate contract with CRH Catering for snack vending. The contract is valid through December 15, 2030.
- (5) Bookstore and C-Store: The University has an exclusive contract with Barnes & Noble College. The current contract is valid through July 7, 2024 and has the option for 5-one year renewals.
- (6) Food Trucks: For certain Athletic events, outside food trucks provide concessions at the Battlefield Athletic Complex.
- (7) Kitchens and serveries of the University will not be used for catered events by outside parties. New facilities may or may not be added at the discretion of the University. Exceptions to this include those listed in 2.a. above.

(8) The Contractor shall provide quality services as outlined in the Contract Documents, in accordance with the University's quality and performance standards, at locations mutually agreed to by both parties.

The University reserves the right during non-operating hours to utilize the food service and dining facilities for other purposes and the right to engage any other food service Contractor to provide food and beverages for events.

(9) Meal Plans

Current Meal Plans

The UMW meal plan program for 2022-24 will consist of the following meal plans for which the Contractor shall be responsible: Note: The University desires to maintain its historical minimum Override percentage of 54%, exclusive of Flex Dollars. Bidders must price their proposed meal plan accordingly. The respective meal plans and their projected prices for 2023-24 are listed below. Notes:

- (a) All meal plans below, with the exception of the 5 Meals Per Week and 3 Meals Per Week plans, include 5 guest meals per semester.
- (b) All incoming freshmen must purchase the Eagle Plan
 - (c) All residential students are required to purchase a meal plan.2022-2023 meal plan information may be found at: https://adminfinance.umw.edu/studentaccounts/room-and-board/dining-rates/
- (d) Meals available
 - i. Eagle (All Access) Plan \$2,781 per semester, inclusive of \$200 Premium Perks (Flex Dollars) Incoming Freshmen residential students must purchase this plan.
 - ii. 225 Block Plan w/\$200 Flex, \$2,328
 - iii. 150 Block Plan w/\$300 Flex, \$2,233
 - iv. 85 Block Plan w/\$225 Flex, \$1,255, will be available for residents of Eagle Landing and the UMW Apartments, and Seniors with at least 90 credit hours.
 - v. 30 Block Plan w/\$575 Flex, \$879
 - vi. 30 Block Plan w/\$250 Flex, \$512
 - vii. 5 Block Plan w/\$300, \$359
 - viii. 5 Meals Per Week Plan w/\$0 Flex, \$511
 - ix. 3 Meal Per Week Plan w/\$0 Flex, \$288
 - a. Summer Meal Plans Prices for Summer 2022
 - i. 15 block plan (off-campus students only)- \$141 per term
 - ii. 30 meal block plan \$280 per term
 - iii. 50 meal block plan \$ 410 per term

The UMW meal plan program beginning 2024-25 will consist of the following meal plans for which the Contractor shall be responsible: Note: The University desires to maintain its historical minimum Override percentage of 54%, exclusive of Flex Dollars. Bidders must price their proposed meal plan remuneration accordingly. The University estimates an annual meal plan price increase not to exceed 3% per year.

- (e) Meals available
 - x. All Access Bronze Plan, with \$0 Flex Dollars

- xi. All Access Silver Plan, including \$200 Premium Perks (Flex Dollars)
- xii. All Access Gold Plan, including \$400 Premium Perks per semester
- xiii. All Access Platinum Plan, including \$600 Premium Perks per semester
- xiv. Upperclassmen Plans
 - a. 225 Block Plan w/\$200 Flex
 - b. 150 Block Plan w/\$300 Flex
- xv. 85 Block Plan w/\$225 Flex Dollars, will be available for residents of Eagle Landing and the UMW Apartments, and Seniors with at least 90 credit hours.
- xvi. Off-Campus Students, Faculty, & Staff Plans
 - a. \$200 Premium Perks per semester
 - b. \$400 Premium Perks per semester
 - c. \$600 Premium Perks per semester
 - d. Daily Door Rate/Day Pass, Unlimited Access
 - e. \$19 using Premium Perks
 - f. \$24.95 Cash Price
 - g. Block 80 meal plan 80 meals per semester Monday Friday
 - h. Block 50 meal plan 50 meals per semester Monday Friday
 - i. Block 25 meal plan 25 meals per semester Monday Friday

xvii.Summer Meal Plans r 2025

- a. 15 block plan (off-campus students only)
- b. 30 meal block plan
- c. 50 meal block plan
- (f) Incoming freshmen residential students must purchase one of the All-Access Dining Plans.
- (g) Meal swipes may be used in all retail locations. Every retail location shall offer at least one full meal option for the cost of a single meal period meal swipe. The offerings shall vary daily.
- (h) Residential students are required to purchase an all-access, 225 Block, or 150 Block Plan.
- (i) Residents of Eagle Landing and the Apartments may choose from any of the Eagle All-Access Plans, the 225 plan, the 150 plan, or the 85 block plan. The same is valid for all seniors with at least 90 credit hours.
- (j) Due to scheduling restrictions, the University will determine meal plan offerings and pricing for the 2023-2024 academic year prior to the completion of the RFP process. In this case, the selected Contractor shall be required to comply with all terms of the meal plan program as devised by the University. Meal plan programs for the Fall of 2024 and subsequent years of the contract shall be in accordance with the terms of the contract resulting from this RFP or mutual agreement between the parties.
- (k) See the meal plan web site below:

https://adminfinance.umw.edu/studentaccounts/room-and-board/dining-rates/

(I) Meal Plan participants may purchase additional Flex Dollars using UMW-approved technology. Please note that this technology does not currently exist. Offerors are to provide their suggestions/recommendations for UMW's consideration. The solution must provide the ability to add in increments of \$25 and allow for a UMW-defined NTE amount. Flex sales are non-taxable and non-refundable. The ability to enable a cut-off date for purchase is a requirement.

Students who require campus dining outside of meal plan days are billed at the Block 150 daily rate. The University provides the Contractor with a list of minimum number of students one week prior to their arrival date. This list comprises the minimum student guarantee. Meals are enabled for Students/Participants, who are required to swipe their EagleOne card at the Dining point of sale for each meal period in which they participate.

(10) Academic and Holiday Breaks: Dining operations are maintained during Fall and Spring Breaks. At other breaks, dining options are made available in coordination with the University. Declining Balance plans are utilized, with the cost per meal based on current door rates.

An optional add-on Monthly Home Chef program shall be available for students in housing with kitchens.

Subscription Hot/Cold Beverage Program - All meal plan holders will be automatically enrolled in an unlimited hot & cold beverage refill program. The contractor shall be required to provide the meal plan holder with a hot drink coffee tumbler and the meal plan holder will be allowed free refills of all hot and cold beverages at every on-campus dining location, retail and residential. Non-meal plan holders may also buy into this program for \$40 per semester (cash, credit, or debit) and receive a drink tumbler or at a discounted rate of \$35 per semester if they use Premium Perks (as a benefit to the Premium Perks). The Contractor shall be responsible for ensuring that this program will work with the Transact Cloudsystem currently in place at the University.

All Access Dining Meal plans will be able to have unlimited access to Panera Bread located on the second floor of the University Center.

(11) Customer Service shall:

- (a) Align with the UMW culture and demonstrate a clear understanding of the mission of UMW
- (b) Include consistently excellent customer service
- (c) Support UMW's academic mission by providing exceptional foodservice for student dining (residential and retail), catering, specialty events and the faculty club
- (d) Demonstrated experience providing foodservice to large, prestigious universities in the Eastern part of the United States
- (e) Working knowledge of Fredericksburg laws, policies, and regulations, specifically the Department of Health (DOH)
- (f) Provide the highest quality products and services efficiently and cost effectively to the UMW Community

(12) Management / Marketing Plan

- (a) The Contractor shall develop and implement a comprehensive five-year strategic plan and business plan, including an effective marketing plan for dining, catering, camps, and concessions
- (b) The Contractor shall develop and implement a strategic short-term plan to continue the positive growth of UMW Dining
- (c) The Contractor shall Support UMW's academic mission by providing an extensive high quality program with demonstrated high student satisfaction program and by supporting academic events on campus
- (d) The Contractor shall serve the UMW Community by providing an innovative, nutritional, and state-of-the-art dining program

- (e) The Contractor shall effectively market UMW Dining through multiple channels, including but not limited to, cross marketing within Campus Services and Office of Student Affairs, the UMW Dining brochure, website, mobile platforms, in-house marketing, alumni magazine, etc.
- (f) The Contractor shall conduct Catering Showcases in coordination with the Office of Events and Conferencing: Bidders are to provide the program logistics for their proposed Catering Showcases.

(13) Staffing / Personnel

- (a) A Staffing plan/personnel, including the supplier's detailed customer service program
- (b) Supplier's flexibility and ability to work effectively with the UMW Administration.
- (c) Supplier's compensation package, including benefits and minimum requirements Supplier's staff/personnel are reflective of UMW's student body constituencies

(14) Technology Plan

- (a) A proposed capital investment in technology (if recommended by Supplier for online flex dollar payments)
- (b) The University's card system is Transact Campus. The system utilizes both proximity and magnetic strip technology, with online readers to control access to food plans (board and declining balance). For Dining Services, data on the card is read at the point-of-sale (POS) terminals UMW owns the hardware and software licenses, and Contractor reimburses UMW annually for portion of the software cost.
- (c) Vendor reimburses UMW annually for a portion of software cost.
- (d) Contractor shall, with written approval from UMW CIO and ISO and in coordination with the Contract Administrator or their designee, interface with UMW's technology systems as required to meet the needs of the contract.
- (e) Provide an online catering ordering program and other technology systems/programs that will benefit UMW Dining and the UMW Community

(15) Monthly Reports

- (a) Contractor shall be required to provide the Contract Administrator with a one to two-page executive summary monthly providing updates on the menus, customer satisfaction, program changes and key financial metrics (e.g., revenues, food costs, student meal participation, etc.). Failure to provide this information will result in a financial penalty of \$5,000 per occurrence. Offerors are to provide an example of this type of report with their proposals.
- (b) REVPAS information (revenue per available student)
- (c) Health inspection reports
- (d) Food cost trends
- (e) Labor cost trends
- (f) Meal plan meal participation rates, by meal period
- (g) Mystery shopper reports
- (h) Survey scores
- (i) Local purchasing benchmarking status
- (j) Sustainable practices status
- (k) Monthly report, budgets, and plans

(16) Miscellaneous

(a) Ability to provide a "Best in Class" Dining program at University of Mary Washington

- (b) Employ a cost-effective sustainability program that aligns with the wants and needs of the UMW Community
- (c) Experience providing food service management services to large private prestigious universities and or UMW peer schools (list provided)
- (d) Conform to RFP specifications, requirements, terms, conditions, and provisions, including a management contract that aligns with IRS guidance on safe harbor terms under the tax-exempt bond regulations
- (e) Offeror should be aware that University of Mary Washington will cap year-to-year increases in cash (retail) prices and board rates to the regional CPI-Food Away from Home. UMW will consider the Contractor's request for price changes, but the University's approval is not guaranteed.
- (f) Contractor shall be required to provide requested meal plan renewal rates and retail price increase requests by no later than November 1st for each year of the contract.

(17) RESIDENTIAL AND RETAIL OPERATIONS

- (a) The University currently has the following food service operations, residential and retail, for which the Contractor shall be responsible. Retail operations shall provide: 1) Consistently exceptional food quality and variety, 2) Consistently exceptional service quality, 3) Delivery service, 4) Late night hours, 5) Music and related programming, and 6) Ability to use meal plans for some meals. Concessions must be available at key athletic events.
- (b) Top of the University Center ("Top of CRUC") Residential: Located on the 4th floor of the University Center. This will be an unlimited access venue featuring unlimited seconds with exceptional food quality and variety. This facility's program will help the University of Mary Washington meet the goal of keeping students engaged in socially rich interactions with each other within a healthy and safe environment, to enhance the student experience, and expand upon the successful program already established.
- (c) Hours of Operation: Residential Dining shall be available Monday through Sunday from 7:00 a.m. 11:00 p.m. in accordance with the following schedule, at minimum.
 - i. Menu Profile Offeror shall offer the following menu items at a minimum in Top of the CRUC and shall submit their own menus and be responsive to the current demands of the patrons. Contractor shall have theme meals (at one, or multiple concepts) featured on a daily basis to build and maintain excitement in this venue.
 - ii. The menu and minimum time periods during which the menu items shall be offered are as follows:

a. Comfort/Traditional Foods 7:00 a.m. - 11:00 a.m.

- Cage-free Eggs (No Boxed Egg Product) Any Style with a Variety of Vegetables, Cheeses, and Meats
- ii. Hash Browns
- iii. Tater Tots
- iv. Bacon & Sausages
- v. Turkey Bacon
- vi. Hot Oatmeal
- vii. Made-to-Order
 - Pancakes (plain, chocolate chip, etc.)
 - French Toast
- viii. Breakfast Sandwich Selection

- Egg, Bacon, and Cheese
- Egg, Sausage, and Cheese
- Sausage and Cheese
- Impossible Sausage & Vegan Cheese
- ix. Vegetarian and Vegan Options
- b. Belgium Waffle Platform 7:00 a.m. 11:00 p.m.
 - i. Waffle Makers
 - ii. Strawberries, Blueberries, Peaches,
 - iii. Whipped Cream
 - iv. Cream Cheese
 - v. Honey
 - vi. Raw Agave
 - vii. Powdered Sugar,
 - viii. Whipped Butter & Margarine Soft, non-hydrogenated
 - ix. Jelly and Preserves (two (2) varieties each)
- c. **Bagel Platform Belgium Waffle Platform 7:00 a.m. 11:00 p.m.** Four (4) Varieties of Bagels– One (1) Whole Grain Minimum two (2) Gluten-Free Options)
 - Cream Cheese (two (2) Varieties): Plain and Flavored (e.g., Salmon, Strawberry, etc.)
 - ii. Powdered Sugar,
 - iii. Whipped Butter & Margarine Soft, non-hydrogenated
 - Jelly and Preserves (two (2) varieties each)
 - iv. Cheese Spread
 - v. Honey
 - vi. Raw Agave
 - vii. Toasters
- d. Premium (Starbucks, Caribou, Local Roaster, etc.) Automatic Self-Service Coffee Machine (Grind & Brew) for specialty coffee drinks. Coffee Station 7:00 a.m. – 11:00 p.m.
 - i. High Quality Ground Coffee
 - ii. Tea, Herbal Teas, Hot Chocolate
 - iii. Specialty Espresso Drinks
- e. **Beverages 7:00 a.m. 11:00 p.m.** Milk Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, Oat, etc.)
 - i. Juices (at Minimum Orange, Apple, Cranberry)
 - ii. Iced Tea, Lemonade, Juice
 - iii. Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines) Including Flavored Waters
 - iv. Flavored Waters (e.g., Cucumber, Mint, Berry, etc.)
- f. Soups 11:00 a.m. 11:00 p.m. Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
 - Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner
 - ii. One Homemade Chili or Stew Daily

- g. Grill Menu (Similar to Bodacious Burgers) 11 00 a.m. 11:00 p.m. Cooked-to-Order
 - i. 1/3, 2/3, and 3/4 Pound Hamburgers (Custom Toppings: Bacon, Cheese, Fried Egg, etc.)
 - ii. Grilled Cheese
 - iii. Vegetarian Burgers Daily
 - iv. Beyond/Impossible Burger
 - v. Minimum two (2) Gluten-Free Bun Options
 - vi. Chicken Breast
 - vii. Philly Cheese Steak on Grilled Sub Roll
 - viii. Chicken Tenders
 - ix. Chicken Nuggets Daily (Variety of Two (2) Daily)
 - x. Plant-Based Protein (i.e.: Beyond Burgers, Chicken, etc.)
 - xi. Board Walk Fries
 - xii. Tater Tots

h. Salad Bar 11:00 a.m. – 11:00 p.m.)

- i. Two (2) Garden Greens Bowl Iceberg Lettuce Shall Not be the Dominant Lettuce Variety.
- ii. One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
- iii. Six (6) or More Marinated Vegetable or Fruit Salads
- iv. Hummus
- v. One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta
- vi. Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese
- vii. Cubed Ham and Chicken
- viii. Cottage Cheese
- ix. Two or more yogurts
- x. Minimum five (5) seasonally fresh fruits
- xi. Two (2) or More Protein Toppings from Chickpeas, Lentils, Beans, Cage-free Egg
- xii. Daily Vegetable Toppings Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
- xiii. Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives,
- xiv. Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Raisins, Craisins
- xv. Vegan Alternative Cheese
 - xvi. Plant-Based Proteins
- xvii. Daily Rotation from: Pretzels, Nacho Chips, Chow Mein Noodles, Granola
- xviii. Dressings: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.
- . Allergen-free Station, which shall provide menus free from the top 10 Allergens (rotating on cycle menu) 7: 00 a.m. 11:00 p.m.
 - Wellness Focused Options to include a minimum of two entrees, one of which is vegan, and two sides each meal period, plus two desserts after 11:00 a.m. Offerings shall provide excitement and variety, with foods from around the world represented in the rotating menus.

- j. Global Kitchen Daily Rotation of Authentic Cultural Offerings (To include, but not limited to Latino, Caribbean, Dominican, European, Chinese, Thai, Greek, Japanese, Vietnamese, Indian, etc.) 11:00 a.m. – 11:00 p.m. Variety of Chicken Options (Jerk, Curry, Orange, Mushroom, Kung Pao, Sweet & Sour, etc.)
 - i. Cuban Pork
 - ii. Fish Tacos
 - iii. Fried Plantains
 - iv. Variety of Beef Options (Broccoli & Beef, Mongolian Beef)
 - v. Tofu Options
 - vi. Fried Rice
 - vii. Chow Mein
 - viii. Cream Cheese Rangoon
 - ix. Chicken Pot stickers
 - x. Kabobs
 - xi. Gyros
 - xii. Crepes
 - xiii. Ramen Bowls (Not a Rotating Item)
 - xiv. Poke Bowls (Not a Rotating Item)
- k. Rotating Hot Entrees 11:00 a.m. 11:00 p.m. Includes: Two (2) Entrees, two (2) Vegetables (Fresh or Frozen, Not Canned), two (2) Starches
 - i. Grilled/Fried Chicken and Rice
 - ii. Stir-Fry (Chicken, Veggie, Steak, Shrimp, etc.)
 - iii. Lettuce Wraps (Chicken, Veggie, Steak, Shrimp, etc.)
 - iv. Wild Salmon (e.g., honey garlic, siracha, lemon garlic herb, Cajun, old bay, etc.)
 - v. Zucchini (prepared in various ways e.g., zoodles, zucchini squash, baked, fried, etc.)
 - vi. Eggplant (prepared in various ways, eggplant parmesan, baked, fried, etc.)
- Carving Station 11:00 a.m. 11:00 p.m. Rotating Choices of Meats Featured Daily (Roast Beef, Shawarma Style Chicken, Turkey, Ham, etc.)
- m. Kosher (All Kosher Foods Must Be brought in from A Designated Kosher Area and/or Brought in from a Kosher Certified Food Distributer) 7:00 a.m. 11:00 p.m.
 - i. Breakfast Options
 - ii. Sandwiches [4] varieties Homemade Corned Beef, Pastrami, Roast Beef, Salami or Bologna
 - iii. Fish [3] varieties Smoked Salmon, Smoked Whitefish, Salmon (Blackened or Baked)
 - iv. Turkey Burger, Bison Burger, Grilled Chicken Sandwich
 - v. Falafel
 - vi. Shawarma
 - vii. Stuffed Cabbage
 - viii. Potato Pancakes
 - ix. Kugel (Sweet, Plain or Potato)
 - x. Knish (Meat or Potato)
- n. Halal and Kosher (All Halal Foods Must Be Made or Brought in from A Designated Halal Kitchen Area and/or Bought in From A Halal Certified Food Distributer) 7:00 a.m. 11:00 p.m. Home-made Hummus

- i. Breakfast Options
- ii. Tabouleh Salad
- iii. Fattoush Salad
- iv. Stuffed vine leaves
- v. Samosa (meat or vegetable)
- vi. Kibbah Ground Lamb with crushed wheat stuffed with minced lamb, onions and nuts
- vii. Shish Kebab
- viii. Shish Kofta

o. Sushi 11:00 a.m. - 11:00 p.m.

- i. Alaska Roll
- ii. Avocado Roll
- iii. Spicy California Roll
- iv. Vegetable California Roll
- v. California Roll
- vi. Dynamite Roll
- vii. Crab Roll
- viii. Tempura Shrimp Roll
- ix. Green Dragon Roll
- x. Rainbow Roll
- xi. Salmon Roll
- xii. Red Dragon Roll
- xiii. Volcano Roll
- xiv. Tuna Roll

p. Pizza/Mac & Cheese 11:00 a.m. - 11:00 p.m. Cheese Pizza, Daily

- i. Pepperoni Pizza, Daily
- ii. Minimum two (2) Gluten-Free Options Pasta, Daily
- iii. Vegetable Pizza One (1) Daily, Rotating
- iv. Breakfast & Dessert Pizza, Daily
- v. Minimum two (2) Gluten-Free Options Pizza, Cooked to Order
- vi. Mac N' Cheese, Daily
- vii. Mac N' Cheese (Minimum two (2) Gluten-Free Options & Dairy Free)
- viii. Mozzarella Sticks, Daily

q. **Deli/Hot Subs Menu 11:00 a.m. – 11:00 p.m.** Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused Breads

- i. Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
- ii. Cheese Slices: Mozzarella, Cheddar, Swiss
- iii. Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
- iv. Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
- v. Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce, etc.
- vi. Hot Sub Sandwiches:
 - (i) Philly Cheese Steak
 - (ii) Chicken Parmesan
 - (iii) Meatball
 - (iv) Buffalo Chicken
 - (v) Veggie Melt

- r. Custo-Mex build-your-own bowl/burrito/taco concept 11:00 a.m. 11:00 p.m.
 - i. Brown Rice
 - ii. White Rice
 - iii. Romaine Lettuce
 - iv. Four (4) Meats (Steak, Chicken, Pork, Carnitas, etc.)
 - v. Vegan or Plant-Based Protein (similar to Sofritas/Beyond Burger Crumbles)
 - vi. White Cheddar Cheese
 - vii. Guacamole
 - viii. Four (4) Varieties of Salsa Made From Scratch (Hot, Mild, Chunky, Corn, etc.)
 - ix. Two (2) Varieties of Beans (Black, Pinto, etc.)
 - x. Fajita Mix (Grilled Onions and Peppers)
 - xi. Queso
 - xii. Sour Cream
 - xiii. Lime Salted Chips Made from Scratch
- s. Wing Bar 11:00 a.m. 11:00 p.m. Bone-In and Boneless Wings in a Variety of Flavors (Atomic, Hot, Mild, Cajun, Hickory BBQ, Plain, Lemon Pepper, Garlic Parmesan, Korean, Buffalo)
 - i. Dipping Sauces (Ranch, Blue Cheese, Honey Mustard, Hot Cheddar Cheese)
 - ii. Selection of Spices for Mixing (Garlic, Oregano, Thyme, Parsley, Oregano, Flavored Salts, Seasoned Peppers)
- t. **Yogurt Bar 7:00 a.m. 11:00 p.m.** Four (4) Varieties of Yogurt, Must Include Greek Yogurt
 - i. Fresh Berries (Strawberries, Raspberries, Blueberries, Elderberries, etc.)
 - ii. Granola
 - iii. Cereals
- u. Desserts 11:00 a.m. 11:00 p.m. Cakes, Brownies, Bars, Squares (three (3) varieties)
 - i. Cookies (two (2) varieties)
 - ii. Frozen Yogurt Option
 - iii. Pudding (one (1) type)
 - iv. Crisps (one (1) variety)
 - v. Jell-O
 - vi. Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)
 - vii. Self-serve Scoop Hard Ice-Cream
- v. **Gluten-Free Desserts 11:00 a.m. 11:00 p.m.** Brownies, Bars, Squares (three (3) varieties)
 - i. Danish/Coffee Roll
 - ii. Banana Bread
 - iii. Cookies
 - (i) Chocolate Chip
 - (ii) Oatmeal
 - iv. Pie
 - (i) Apple
 - (ii) Blueberry

w. Chef Crafted Meals-To-Go 11:00 a.m. - 11:00 p.m.

- i. The Chef Crafted Meals-To-Go program is designed to allow for fresh, high-quality foods, to be prepared and sustainably packaged (non-plastic and recyclable) daily for students on the go. Included in the Anytime Dining meal plan, students will have a wide variety of options to choose from every day that fulfill their nutritional needs and hunger.
- ii. Sandwiches/Wraps Prepared Fresh
 - (i) Tuna Salad Sandwich Includes Tuna Salad Sandwich, Fresh Seasonal Fruit Cup, and a Cookie (Chocolate Chip, Oatmeal, Macadamia nut, etc.)
- iii. Chicken Salad Sandwich
 - (i) Includes Chicken Salad Sandwich, Fresh Seasonal Fruit Cup, and a Cookie (Chocolate Chip, Oatmeal, Macadamia nut, etc.)
- iv. Turkey & Cheese Sandwich
 - (i) Includes Turkey & Cheese Sandwich, Fresh Seasonal Fruit Cup, and a Cookie (Chocolate Chip, Oatmeal, Macadamia nut, etc.)
- v. Tomato Caprese on Artisan Telera
- vi. Includes Tomato Caprese on Artisan Telera, Fresh Seasonal Fruit Cup, and a Cookie (Chocolate Chip, Oatmeal, Macadamia nut, etc.)
- vii. Turkey/Chicken, Bacon, Cheese, & Ranch
 - (i) Includes Turkey/Chicken, Bacon, Cheese, & Ranch Sandwich, Fresh Seasonal Fruit Cup, and a Cookie (Chocolate Chip, Oatmeal, Macadamia nut, etc.)
- viii. Ultimate Rainbow Vegetable Sandwich
 - (i) Includes Ultimate Rainbow Vegetable Sandwich (lettuce, avocado, onion, pickles, roasted peppers, etc.), Fresh Seasonal Fruit Cup, and a Cookie (Chocolate Chip, Oatmeal, Macadamia nut, etc.)

x. Entrees 11:00 a.m. – 11:00 p.m. Chipotle Street Tacos Meal

- i. Chicken Shawarma Street Wraps Meal
- ii. Grilled Teriyaki Chicken Meal
- iii. Falafel Tacos Meal
- iv. Chicken Parmesan
- v. Eggplant Parmesan
- vi. Chipotle Bowl (minimum one (1) chicken, one (1) vegetables)
- vii. Four (4) Tacos (chicken, beef, fish, or vegan cauliflower)
- viii. Meatloaf and Mashed Potato Meal
- ix. Grilled Salmon, Quinoa & Asparagus Meal
- x. Pasta Bowls
- xi. Chicken Alfredo
- xii. Spaghetti (with and without Meatballs)
- xiii. Pesto (with and without Chicken)
- xiv. Mac & Cheese
- xv. Chicken Carbonara
- xvi. Veggie Pasta
- xvii.Chicken Wings (Boneless or Traditional) with a variety of sauces (e.g., Ranch, Blue Cheese, BBQ, buffalo, Asian zing, lemon pepper, garlic parmesan, etc.)
 - (i) Carrots & Celery
- y. Sushi Meals: (Includes sushi with ginger and wasabi, and gluten-free soy sauce on the side) 11:00 a.m. 11:00 p.m. Alaska Roll

- i. Avocado Roll
- ii. Spicey California Roll
- iii. Vegetable California Roll
- iv. California Roll
- v. Dynamite Roll
- vi. Green Dragon Roll
- vii. Rainbow Roll
- viii. Salmon Roll
- ix. Red Dragon Roll
- x. Volcano Roll

z. DIY U-Cook Station 7:00 a.m. - 11:00 p.m.

This will be a self-serve kitchen within the servery in which students can prepare their own meals and offer a variety of hot and cold food items. This station will be fully stocked with ingredients and seasonings, similar to what would be available in the kitchen of the student's own homes. As a minimum, this area should feature the following menu items:

- i. Breads, Bagels, and Condiments
- ii. Bulk Cereal Bar
- iii. Panini Press
- iv. Belgian Waffles with Toppings Bar
- v. Induction Cookers four (4)
 - (i) Whole/real crackable eggs with chopped veggies, proteins, veggies, and cheese
 - (ii) Omelets
 - (iii) Scrambles
 - (iv) Sunny Side Up/Over Easy
- vi. Rice Cooker White Rice
- vii. Hot Black Beans
- viii. M-Y-O Stir-Fry
 - (i) Proteins
 - o Chicken
 - o Beef
 - o Pork
 - o Seafood
 - o Tofu
 - o Tempeh
 - (ii) Aromatics
 - o Garlic
 - o Green Onion
 - o Shallots
 - o Ginger
 - (iii) Vegetables
 - o Onion
 - o Bell Pepper
 - o Bean Sprout
 - o Mushroom
 - o Broccoli
 - o Spinach
 - o Peas

- o Tomatoes
- o Green Beans
- o Baby Corn

(iv) Sauces

- o Curry Sauce
- o Orange Ginger Sauce
- Sweet 'N Sour Sauce
- Soy Sauce
- ix. M-Y-O Blended Smoothies from Scratch:
 - (i) Daily Seasonal Whole Fruit (minimum of Three (3) daily): i.e., Pomegranate, Apples, Oranges, Bananas, Pears, Grapes, Watermelon, Pineapple)
 - (ii) Daily Seasonal Cut Fruit (Minimum of Three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
 - (iii) Stone Fruit (Cherries, Peaches, Plums, Mango)
 - (iv) Yogurt (two (2) Varieties, Non-fat and Regular)
 - (v) Avocados
 - (vi) Chia Seeds
 - (vii) Protein Powders
 - (viii) B-Y-O Milkshakes: Scoop Ice Cream (minimum six (6) flavors)
- x. Menus must reflect continuous variety, consistent quality throughout all operating hours, and offer menu items from throughout the world.
- xi. Special dietary needs, such as religious and allergy, must be met.
- xii. Programming Requirements:
 - (i) Weekly programming must include music and events in coordination with the UMW office of Student Activities and Engagement.
 - (ii) Celebrate, honor, and accommodate religious holidays of all faiths as a matter of course; such as Ramadan, Passover, Chanukah, Christmas, Easter.
 - (iii) Collaborate with the James Farmer Multicultural Center in facilitating events and celebrations throughout the year.
- xiii. Contractor shall be required to have staffing pars created and maintained on a weekly basis that get updated when special events occur. Also, during some of the busiest meal periods there shall be multiple employees cleaning tables and floors, in accordance with the amount of business.
- xiv. Contractor must provide and implement a plan to utilize stations to their capacity.
- xv. Contractor must provide and implement a management oversight plan to ensure that a manager is observing the dining facility to look for potential issues (e.g., running out of food, cleanliness issues, etc.) so that these issues can be corrected immediately.

1. Retail Operations

- i. Program, Menus, and Concept Descriptions
 - a. All retail operations shall provide
 - i. Consistently exceptional food quality and variety
 - ii. Consistently exceptional service quality and variety
 - iii. Delivery service
 - iv. Late night hours
 - v. Music and related programming
 - vi. Ability to use meal plans for some meals
 - b. Concessions must be available at key athletic events

- ii. Panera Bread Retail: Located on the second floor of the University Center, this Panera Bread will accept meal plans for unlimited access (including all food and beverages). Hours of operation will be Sunday through Saturday from 6:30 a.m. until 11:00 p.m. Panera will be included as part of the Board Plan for student and meal plan holder access.
 - a. Menu Profile From Panera Required Selection
 - i. Sandwiches
 - (i) Signature Chicken Sandwich
 - a. Chiplotle Chicken Avocado
 - b. Roasted Turkey & Avocado BLT
 - c. Toasted Frontega Chicken
 - d. Toasted Steak & White Cheddar
 - e. Bacon Turkey Bravo
 - f. Classic Grilled Cheese
 - g. Smokehouse BBQ Chicken
 - h. Napa Almond Chicken Salad
 - i. Tuna Salad Sandwich
 - j. Deli Turkey Sandwich
 - k. Mediterranean Veggie
 - I. Grilled Mac & Cheese Sandwich
 - i. Mac & Cheese
 - ii. Soup
 - 1. Broccoli Cheddar Soup
 - 2. Vegetarian Autumn Squash Soup
 - 3. Homestyle Chicken Noodle Soup
 - 4. Turkey Chili
 - 5. Cream of Chicken & Wild Rice Soup
 - 6. Creamy Tomato Soup
 - 7. Broccoli Cheddar Mac & Cheese
 - 8. Bistro French Onion Soup
 - ii. Flatbread Pizza
 - (i) Pepperoni Flatbread Pizza
 - (ii) Chipotle Chicken & Bacon Flatbread Pizza
 - (iii) Margherita Flatbread Pizza
 - (iv) Sausage & Pepperoni Flatbread Pizza
 - (v) Cheese Flatbread Pizza
 - iii. Cookies
 - iv. Scones
 - v. Croissants
 - vi. Bagels
 - vii. Muffins
 - viii. Beverages
 - (i) Selection of Four (4) Coffees, One (1) Must Be Decaf
 - (ii) Iced Coffee
 - (iii) Hot Chocolate
 - (iv) Bottled Water
 - (v) Soft Drinks
 - (vi) Juice
 - (vii) Milk

(viii) Iced Tea

- b. Grab and Go Market: Located in the Eagle's Nest, this will be a Grab and Go to-go marketplace concept. Hours of operation shall be Monday through Friday from 10:00 a.m. until 8:00 p.m. at minimum.
 - i. Menu Profile
 - (i) Grab n' Go Items
 - a. Panera Sandwiches Made the Same Day (Minimum of Four (4) Varieties)
 - Panera Salads Made the Same Day (Minimum of Three (3) Varieties)
 - c. Panera Baked Goods
 - d. Fruit
 - e. Humus
 - f. Vegetables
 - (ii) Beverages
 - a. Bottled Water
 - b. Coffee (Three (3) Varieties Including a Decaffeinated Option)
 - c. Bottled Juices (Four (4) Varieties)
 - d. Bottled Tea
 - e. Panera Coffee
 - (iii) Nutrition Bars
 - a. KIND Bar
 - b. ALOHA Bar
 - c. PowerBar
 - d. GoMarcro Vegan Bar
 - e. Clif Bar
 - f. Bulletproof Bar
 - (iv) Wellness Options
 - a. Low Fat Snack Options
 - b. Low Carb Snack Options
- iii. **Katora Café:** Surrounded by windows, you can't miss Katora Cafe located in the Hurley Convergence Center. Katora Cafe offers a plant-based menu and locally-roasted, single-origin coffee & espresso by Kuleana Coffee Roasters. Katora Cafe hosts game nights, art contests, and more! Hours of operation are Monday through Friday from 7:30 a.m. until 9:00 p.m. and Saturday and Sunday 9:00 a.m. 9:00 p.m.
 - a. Menu Profile
 - i. Baked Goods (Must be Vegan or Vegetarian)
 - ii. Cookies
 - iii. Scones
 - iv. Croissants
 - v. Bagels
 - vi. Muffins
 - vii. Sandwiches
 - viii. Sausage, Egg & Cheese
 - ix. Tofu Smash Melt
 - x. Egg & Cheese
 - xi. Caprese
 - xii. Avocado Toast
 - xiii. Bowls

xiv. Fuit Yogurt

xv. Flip Yogurt

xvi. Hummus & Veggies

xvii. Hummus & Pita Chips

xviii. Red Pepper Gouda

xix. Soaked Oats

xx. Smoothies

xxi. Berry Berry

xxii. Green Dragon (Kale, Banana, Pineapple & Mango)

xxiii. Strawberry Banana

xxiv. Tropical

xxv. Variety of Add-Ons:

xxvi. Antioxidant

xxvii. Energy

xxviii. Focus

xxix. Immunity

xxx. Kale

xxxi. Omega 3

xxxii. Protein

xxxiii. Sides

xxxiv. Tater Tots

xxxv. Pita Chips

xxxvi. Premium Coffee & Beverages

xxxvii. Hot Coffee

xxxviii. Cold Brew

xxxix. Americano

xl. Cappuccino

xli. Latte

xlii. Mocha or White Mocha

xliii. Selection of Cold Brew Teas

xliv. Basic Black

xlv. Blood Orange

xlvi. Oolong

xlvii. Raspberry

xlviii. Blueberry

xlix. Selection of Hot Teas

I. Earl Grey

li. Chai

lii. Irish Blend

liii. Hibiscus

liv. Black Tea

lv. Green Tea

lvi. Darjeeling

lvii. Variety of Add-ons

lviii.Energy

lix. Antioxidant

lx. Focus

lxi. Immunity

lxii. Variety of Milk Choices

lxiii.Almond

lxiv.Coconut

lxv. Half n Half

lxvi.Oat

Ixvii. Soy

Ixviii. Whole

Ixix. Signature Espresso Drinks

lxx. Seasonal Espresso Drinks

lxxi.Lemonade

- iv. Pizza Concept: Located in the Eagle's Nest in Woodard Hall, the retail pizza concept shall offer extended retail dining hours and delivery. Required hours of operation shall be: Monday Friday: 11:00 a.m. 12:00 a.m. Saturday/Sunday: 12:00 p.m. 12:00 a.m.
 - a. Menu offerings shall meet or exceed the current offerings:
 - i. Appetizers
 - Breadsticks
 - Breadstick Bites
 - Cheese sticks
 - Chicken Tenders
 - Chicken Wings (various sauces)
 - ii. Salads
 - Garden
 - Mediterranean
 - Grilled chicken
 - iii. Stromboli
 - iv. Pizzas (multiple sizes and varieties)
 - v. Sub sandwiches
 - vi. Gluten free options
 - vii. Desserts
- v. Sushi Concept and Mein Bowl: Hours of operation shall be Monday through Friday from 11:00 a.m. until 10:00 p.m. and Saturday and Sunday 11:00 a.m. 9:00 p.m. Premium ingredients, hand crafted, and responsibility sourced are just some of the great qualities of sushi. This sushi concept is located in the Eagle's Nest. Whether you're in the mood for a classic California Roll or are feeling more adventurous, these sushi chefs are creating innovative rolls that not only deliver on taste, they deliver the healthier standard you've been craving! Fresh sushi made daily!

b. Menu Profile

- i. Alaska Roll
- ii. Avocado Roll
- iii. Spicy California Roll
- iv. Vegetable California Roll
- v. California Roll
- vi. Dynamite Roll
- vii. Green Dragon Roll
- viii. Rainbow Roll
- ix. Salmon Roll
- x. Red Dragon Roll
- xi. Volcano Roll
- vi. Catering, Camps and Conferences

Catering Services provided by Dining Services play a major role in client and

customer satisfaction, the finances of the operation, and contributes to the prestige of the University within the greater community. The Contractor shall be responsible for operations associated with Catering events, camps sponsored by the University on campus, and conferences.

vii. Catering & Conferences

- a. Menus will be changed at least once annually. The menus shall reflect visual beauty, variety, wellness, quality, current modern trends and price (consistent with the University's catering history) as well as catering policies.
 - Offer must submit a minimum of 5 menus that meet COVA per4 diem rates:

https://adminfinance.umw.edu/ap/travel/per-diem-and-lodging-rates/#Lodge

- b. Contractor shall be responsible for establishing standard daily menus that will be available at all times on short notice and that will be available on a one day or two-day advance notice.
- c. Catering price renewal will be due to University of Mary Washington by no later than December 15th annually. Submit the average per cover prices of each of the following:
 - i. Continental breakfast
 - ii. Hot, served breakfast
 - iii. Cold, served luncheon
 - iv. Hot, served luncheon
 - v. Simple cocktail and hors d'oeuvre reception
 - vi. Cold, served dinner
 - vii. Hot, served dinner
 - viii. Full Dinner Buffet
 - ix. Conference meals and breaks
- d. Contractor shall provide the following items including, but not limited to:
 - i. Table Linens
 - ii. Additional Wait Staff
 - iii. Flowers
 - iv. Decorations/Themes
 - v. Delivery (if applicable)

With the exception of the Stafford Campus, delivery fees are not assessed. There is no minimum order imposed on catering orders.

- e. Catering Program tiers consist of the following:
 - i. Presidential
 - ii. Casual Service
 - iii. Day to day delivery
 - iv. Pick-up service
 - v. Student groups
- f. Staffing: At a minimum, the following positions shall be staffed:
 - i. Director of Catering
 - ii. Assistant Director of Catering
 - iii. Banquet Captain
 - iv. Two Supervisors
- g. Contractor shall provide a full time Dining Services Liaison. This position shall work directly within the Office of Events and Conferencing and serve as the liaison to Catering for non-student, on-campus events.

- h. The director of catering shall be the direct point of contact for Director of the Jepson Alumni Executive Center.
- i. The catering director shall be responsible for presentations, booking, and upselling of all social events.
- j. Contractor shall be required to demonstrably grow outside catering sales annually. Outside catering may not interfere with UMW events.
- k. UMW shall have the opportunity to review the events prior to booking to verify that the event will not interfere with the performance or quality of any University sponsored event. Dining Services will book events held in the Dining Facilities, and the University Office of Student Activities and Engagement will book events in student spaces such as the Underground. Dining Services shall provide the University with a monthly schedule of events outlining all scheduled catering. The document is updated periodically, and at month end a fully updated schedule of Events is shared with the Contract Administrator's Designee. The schedule shall contain all booked catering events.
- Contractor shall be responsible for timely clean up after all catered events and conferences (defined as within one hour of event ending). Clean up shall include removal of all serviceware and trash from the premises.
- m. Contractor shall accept three or more major credit cards for payment.
- n. Catering Exclusions: The University allows outside catering by private individuals in three locations: The Gari Melchers Home and Estate including Belmont Pavilion, the James Monroe Museum and Memorial Library, and the Dahlgren Campus (below designated thresholds).
- o. The University requires frequent and varied service throughout the year at numerous locations and with a large variety of service levels and menus required. A varied pricing and service approach is necessary to satisfy the fine-dining events required by some customers and the lower priced, casual tastes of others. Events can range from entertaining dignitaries to pizza parties in the residence halls. Some of these functions will occur within the dining facilities, others at various locations through the campus properties, and some will occur completely off-site. Typical events include: banquets, luncheons, receptions, coffee breaks, box lunches, and themed dinners. Guests can include groups with a wide variety of ages, tastes, desires, and food sophistication.
- p. Catering Exclusions: These exempted events are reviewed annually by the Division of Student Affairs and currently include the following:
 - i. "Devil Goat Day"
 - ii. "Rocktoberfest"
 - iii. Community Welcome Fair (New Student Orientation)
 - iv. Multicultural Fair
 - v. "Taste of Asia"
 - vi. "Club Carnival"
 - vii. EagleOne Vendor Taste Tests
 - viii. Meals for Performers (per entertainment contract)

Student organizations are exempt from the requirement to use the dining contract. University Departments, including all faculty and staff, may make food purchases for one-hundred dollars (\$100.00) or less in value without requesting a release from the requirement for campus catering.

The Dahlgren Campus must use this contract for non-UMW affiliated groups in excess of \$1,000.00, and UMW-sponsored events in an amount of \$500.00 or more per event. Catering on the Dahlgren campus below these thresholds are exempt from the contract.

Eagle Village complex merchants and UMW Foundation offices are exempted from the exclusivity agreement.

Catering Events: The Contractor will be expected to market wedding receptions, dinners, and other receptions and events in appropriate university venues. The Contractor is allowed to solicit retail catering both for the Faculty/Staff room and in off-site locations. UMW reserves the right to review only to verify that the event will not interfere with the performance or quality of any University sponsored event.

The Contractor will be expected to market wedding receptions and events in appropriate University venues. The Contractor is allowed to solicit retail catering for both on and off-site locations.

While individual departments are responsible for payment of departmental catering invoices, the University's Office of Business Services shall receive on a weekly basis copies of all catering invoices.

Booking Events:

- i. Contractor shall provide a dedicated Contractor employee that works directly within the Office of Events. This position is responsible for booking all nonstudent, on campus events, and works directly with the University's Events Office Staff. This position is an employee of and funded by the Contractor.
- ii. A second Contractor employee is responsible for booking all student and offcampus events, as well as events for outside clients.
- iii. University catering functions costing less than \$5,000 may be paid using a departmental Corporate Small Purchase Charge Card (SPCC), currently Bank of America VISA. The University Gold Card may be used to pay for events over \$5,000. Catering purchases made via SPCC are paid by event directly to the contractor.

Marketing and Merchandising

- Contractor shall have an established marketing team responsible for the University's Dining and Catering operations.
- ii. UMW is committed to providing its students, faculty, staff, and guests with a high-quality dining experience and considers creativity and variety to be key elements of this philosophy. Contractor shall promote offline and online marketing campaigns, and promotional programs that will be implemented at UMW for each component of UMW Dining, which includes:
 - Meal plans
 - Dining Area cash sales
 - Declining balance accounts
 - Catering services

- UMW employee meal plans.
- iii. Online and offline marketing strategies shall be directed towards, but not limited to, the following constituencies:
 - Newly admitted undergraduate and graduate students
 - Parents of newly admitted undergraduate students
 - Graduate, undergraduate, and Summer Term students who will be residing off-campus
 - Returning graduate and undergraduate students
 - Prospective students and families
 - Parents of returning undergraduate students
 - Graduate, undergraduate and Summer Term students
 - UMW faculty
 - UMW staff
- iv. Real property tax-exempt institutions that apply to hold conferences or to house conference participants at UMW
- v. The city of Fredericksburg is a very competitive food market. The Contractor shall successfully compete with other off-site retail food establishments and catering within the city.
- vi. Student Satisfaction and Success:

UMW places a high premium on the university bonding with its students in creating a community environment.

- Contractor shall maximize customer satisfaction, which includes student meal plan participation and retention.
- Contractor shall utilize surveying and feedback tools to employ to measure the level of customer satisfaction.
- Contractor shall maintain a real time list of employees with their area(s) of responsibility that shall be provided to the University as changes occur.
- Contractor shall have web and mobile capabilities and shall integrate its corporate/mobile applications into the University's site with the approval of UMW CIO and ISO, and the Director of Business Services.
- Contractor shall incorporate the University's branding into Contractor's corporate marketing materials with written approval from Contract Administrator or their designee
- Add details on how your company will support student success.

Product and Menu Development

- Contractor shall ensure the UMW community is made aware of the nutritional information associated with all menu items.
- ii. Contractor shall provide a low-cost food option that is available to any student that is nutritionally balanced, accessible in multiple locations, and available at convenient hours to support financially stressed students and/or those that may be facing insecurity issues.
- iii. Contractor shall insure the authenticity of cuisines offered at UMW, to include but not be limited to:
 - Ethnic
 - Vegan
 - Vegetarian
 - Kosher
 - Halal

- Gluten Free
- Organic
- Sustainable
- iv. Contractor shall develop UMW menus for
 - Residential Dining
 - Retail dining
 - Catering and special events
 - Campus and conferences
 - Concessions
 - Sustainability / Menus of Change
- v. Contractor shall maintain data that includes, but is not limited to, meal plan participation, food costs, food volume, food sourcing, and student survey results, both at a campuswide and site-specific level, available in raw data and spreadsheet format.
- vi. UMW Catering is focused on three areas Meetings, Conferences and Special events (from a 10-person picnic to 13,000-person street fair.) Contractor shall be responsible for managing each function to include, but not limited to, personnel, menu, and pricing.

Human Resources

- i. Contractor shall be responsible for staffing UMW dining operations.
- ii. Contractor's personnel processes shall be compliant with the company's guidelines.
- iii. Contractor shall ensure personnel in the following positions have been approved by the University, for which the University will have final approval:
 - Foodservice Director
 - Executive Chef
 - Catering:
 - a) Director of Catering
 - b) Assistant Director of Catering
 - c) Banquet Captain
 - d) Two Supervisors
- iv. Unless a removal is requested in writing by UMW or approved in writing by UMW, Contractor will retain the Foodservice Director, Executive Chef and the Catering Manager on UMW's account for a minimum of 36 months and shall not initiate the transfer of such manager from UMW's account during this time so long as such manager is employed by Contractor or a parent, subsidiary or related entity of Contractor. Any breach of this minimum assignment time clause will result in Contractor's payment to UMW of \$20,000 for each occurrence, unless approved in advance in writing by the University Contract Administrator.
- v. Resumes submitted for these positions shall include the following information:
 - Position
 - Name
 - Education
 - Years of Employment with Offeror
 - Level of Experience
 - Professional Training
 - Assignments under the current Contractor, noting size of each account, title, major responsibilities, and number of employees supervised

- Previous assignments; note same information as above.
- The individual in charge of the University of Mary Washington campus operations (Resident Director of Operations) must have a minimum of five years' successful managerial experience in University or University foodservice operations or equivalent; other supervisory and management staff must also have relevant experiences in catering, nutrition and/or University or University dining.
- vi. University of Mary Washington's historic commitment to diversity and inclusion remains a deep and integral part of our mission. In light of this commitment, all food service employees will be required to participate in an annual diversity training program developed by the University.
- vii. Contractor's UMW account manager shall be given an annual performance evaluation, for which the University will have input.
- viii. As feasible, Contractor shall hire UMW students to support the dining operations.
 - a) Students employed by the Contractor shall be paid at least the prevailing federal minimum wage. The University shall have the right to determine the number of hours each student may work, the nature of the work performed, and other conditions of employment University deems appropriate.
- ix. Contractor shall maintain a communication and / or crisis communication plan with assigned personnel.
- x. Throughout the performance of the contract, Contractor shall maintain compliance with all local, state, and federal law including, but not limited to:
 - Fair Employment Practiced
 - Lawful Wage and Hour Practices
 - Occupational Safety and Health Requirements
 - Employment Practices covered under the 1990 Americans with Disabilities Act.

Quality and Improvement Management

- i. Contractor shall have established measurement tool(s) or KPI's that will allow the University and Contractor to proactively measure/monitor quality (service, food, etc.) as well as meal plan perception and satisfaction, on a month-to-month, and year-to-year basis as well as. The intent of the reporting mechanism will be to create measurable goals that both parties can use to monitor and ensure progress in multiple key categories throughout the contract. KPI's shall include, but are not limited to:
 - REVPAS information (revenue per available student)
 - Health inspection reports
 - Food cost trends
 - Labor cost trends
 - Meal plan meal participation rates, by meal period
 - Mystery shopper reports
 - Survey scores
 - Local purchasing benchmarking status
 - Sustainable practices status
 - Monthly report, budgets, and plans
- ii. Throughout the performance of the contract, Contractor shall make recommendations for repairs to the kitchen, dining areas, and equipment as needed.
- iii. Contractor shall have a crisis management plan for food contamination and similar situations.

Technology

i. Contractor shall define a set of mobile technology requirements in order to successfully implement a seamless mobile ordering platform across campus. This mobile ordering platform will give the ability and flexibility for students, faculty, and staff to order ahead from retail and Anytime Dining venues, pick-up food items, skip lines, and pay with various payment systems including but not limited to cash, debit/credit and the meal plan.

Contractor shall have an accounting system that can operate in coordination with the University's Transact Cloud POS system.

Transition or Reopening Plan

- i. Contractor shall provide a transitioning plan (or grand re-opening plan if the incumbent contractor) for UMW dining.
- ii. Contractor shall support the transition/re-opening through the company's marketing and merchandising that is specific to UMW.

Sustainability

- The Contractor shall practice environmental and energy awareness and responsibility by minimizing waste in any form and to participate in University environmental projects mutually agreed upon.
- ii. Contractor shall support UMW Sustainability initiatives.
- iii. Contractor shall attain and maintain full certification for all food service areas as a Virginia Green Restaurant as defined on the Virginia Green website. (https://www.virginiagreen.net/business-directory/wpbdp category/restaurant/) See also: (https://www.virginiagreen.net/business-directory/wpbdp category/restaurant/)
- iv. Contractor shall be responsible for maintaining recycling in keeping with the University's Sustainability Initiatives (https://sustainability.umw.edu/initiatives/), which will require bi-monthly meetings with UMW's sustainability coordinator.
- v. Contractor shall provide consistent labeling of items where consumer decision is a factor (i.e., cage-free eggs and produce location and organic/non-organic).
- vi. Locally Grown Requirements:
 - a. Locally Grown is defined as grown within the Commonwealth of Virginia, and within a 150-mile radius from the zip code of Fredericksburg, VA 22401.
 - b. Locally Grown products purchased from local farmers require Contractor to keep records through entirety of contract period of: a) product name, b) farm name & location, c) quantity purchased, d) purchase date, and e) prices paid for product(s). If Regional Local Food Distributors are contracted, the Contractor must keep similar records of each individual local farmer involved with the purchased local product(s).
 - c. Contractor shall document and purchase Locally Grown products in the following annual incremental volumes: Year 1-5% of total food budget; Year 2-10% of total food budget; Year 3-15% of total food budget, and so on, up to 25% of total food budget. Documentation shall be incorporated into the monthly report delivered Business Services.
 - d. Contractor shall lower the dependence on pre-packaged goods by offering more chefdriven, creative items to include daily specials, action stations (wok station, pasta station etc.), salads, dressing, as well as Mediterranean cuisine and natural juices.
 - e. Contractor shall purchase a percentage of proteins (chicken, beef, pork) that are naturally raised, (with no antibiotics), as well as locally grown produce, locally raised meats, and locally baked breads.
 - f. Contractor shall establish written contract agreements by March 31st of each contract year, with selected local grower(s) requiring them to produce and deliver agreed upon

- quantities at a fixed price for a specific contract period. Prices paid directly to local farmers will be no less than the fixed prices noted in the weekly report found at http://www.ams.usda.gov/mnreports/fvwretail.pdf
- g. Contractor shall provide annual documentation during the contract period to UMW of direct prices received by each individual grower. Documentation due with annual Business Plan on March 15th for inclusion in the University's annual plans.
- h. Contractor shall agree in written contract agreements to pay in full, contracted local grower(s) at time of acceptable delivery of product.
- i. Contractor shall provide educational labels designating local farmer(s) products on: a) Menu board signage, b) Food stations, c) Individual salad bar items, d) table tent signage to include at a minimum (grower, city of farm, mileage from UMW), and e) posters on cafeteria entrance doors to pay station indicating: a) vendor farm name, b) location, and c) products purchased. All signage and labeling systems are to be mutually agreeable between local growers and UMW.
- j. Contractor shall conduct a quarterly "Lunch and Learn: Local Farm Market Meet and Greet" involving Farm Vendor Demonstrations of a "Featured Virginia Farm Product and increase educational opportunities through a newsletter, blackboard describing which farms local foods come from, display area for recipe cards for chef's specials, nutritional value of food. This program will begin October 2023.
- k. Contractor shall work with UMW faculty and students to: a) develop local food promotions, b) identify potential local farm producers or regional distributors, c) conduct quarterly "Lunch and Learn: Local Farm Market Meet and Greet" educational sessions and d) invite local farmers to display their products and talk to students.
- Contractor shall allow University of Mary Washington to organize and facilitate a series
 of meetings between the UMW Food Service management team and local growers to
 discuss future partnership.
- vii. BULK DELIVERIES: To avoid single item deliveries, the Contactor shall ensure bulk shipments are utilized to the maximum extent possible.
- viii. ELECTRONIC DOCUMENTATION & COMMUNICATION: When appropriate, the delivery of all documents in support of this Contract should be made by electronic means. Acceptable methods include the affixing of a file(s) to an email; uploading documents to SharePoint or other site as designated by the University; or transmitted via a thumb drive. Proprietary or personally identifiable information shall be encrypted. During meetings or presentations, the distribution of hard copy documents to the participants is prohibited.
- ix. FOOD RECOVERY PROCESS: During the performance of this Contract, Contractor shall establish and coordinate a food recovery process for the distribution of surplus food to organizations, within the surrounding Fredericksburg area, that provide assistance to needy individuals. Contractor's draft plan shall be submitted to the designated UMW Contract Administrator within ninety (90) days after contract award.

Sanitation and Safety

- i. Contractor shall be responsible for outlining and following sanitation and safety self-inspection procedures for all foodservice operations at a University of Mary Washington, for which a checklist shall be used during inspection. The checklist shall be developed by the Contractor with approval of UMW.
- ii. Required reports with measurable metrics will be delivered to the University's Contract Administrator on a monthly basis throughout the term of this agreement. All Health Inspection reports shall be delivered to the CA. The metrics shall be based on Hazard Analysis Critical Control Point (HACCP) compliance and health department inspection requirements.

iii. Contractor shall be compliant with HACCP principles and guidelines during performance under the awarded contract.

Finances

- i. Unamortized Balance: Contractor shall take over the balance of any existing unamortized balance from previous investments received from foodservice contractors. As of August 2022, the amount is \$1,945,304.
- ii. Credit Card Fees: Contractor will secure, own, and be wholly responsible for credit card readers and associated expenses. The credit card readers must be approved in writing by UMW's CIO and ISO and in coordination with the Director of Business Services.
- iii. Commissions and Revenue: UMW currently receives 15% commission on all non-board plan sales. The University requires a continued minimum commission rate of 15%. The minimum commission guarantee dollar amount shall be \$450,000. Commission Checks shall be hand delivered monthly to the Administrative Support Manager Assistant in the office of Business Services. Checks shall be made payable to the University of Mary Washington
- iv. Remuneration: The Contractor shall receive remuneration according to the following: The University will pay the Contractor a set amount per student, per day, for the academic sessions, to be defined each year with completion by the University of the approved academic calendar. The academic calendar is found here: https://catalog.umw.edu/academic-calendar/#text Declining Balance (Premium Flex) associated with the meal plans will not be included in the cost per student per day. Premium Flex shall be invoiced weekly by the Contractor to the University on an as-used basis.

A full accounting will be provided by the Contractor to support Premium Flex balance used. Any remaining Premium Flex shall be retained by the University at the end of each fiscal year. Board bills shall also be invoiced weekly.

UMW approved invoices will be paid in accordance with Commonwealth of Virginia laws and regulations. Refer to the following link: https://adminfinance.umw.edu/ap/

- v. Student board plan meal, pricing and hours currently begin with dinner on the Friday before the start of classes and end with the closing of the residence halls.
- vi. Annual investment fund: \$350,000. These funds are used with the approval of the Contract Administrator or their designee. A complete accounting of all expenditures including copies of receipts shall be delivered the Contract Administrator or their designee within 10 business days of the purchase or completion of the project. The University owns the investment.
- vii. Prices in cash (retail) food and beverage outlets will be reviewed and approved in writing by University of Mary Washington before they are implemented. The Contractor may, subject to University of Mary Washington's approval, increase aggregated cash prices up to the regional CPI-Food Away From Home annually. It is not the intent to allow for an increase annually but to make the Contractor aware that University of Mary Washington will be firmly committed to keeping price increases at a minimum. Requests for cash price increases are also due November 1 prior to the start of the following academic year.
- viii. Contractor's meal plan rate increases shall be subject to approval by University of Mary Washington up to the increase in the regional CPI-Food Away From Home. Proposed

- rate increases are due November 1, prior to the fall term for which the prices would go into effect.
- ix. The Contractor shall remit to the Commonwealth of Virginia tax commission any Sales Tax required.
- x. The Contractor shall provide such trucks or vans required for foodservice usage and will be responsible for gas, oil, repairs, maintenance, and insurance as required by Virginia State law. The Contractor will assume full monetary responsibility for any University vehicles used temporarily in the performance of the agreement. These costs shall be a direct cost of operation.
- xi. The Contractor has traditionally provided the following Commitments of Support and Contributions and is expected to continue to do so under the new contract. These commitments and contributions include:

Commitments of Support & Contributions

i. Current Commitments of Support:

Commitment	Ann	ual Amount
Student Activities	\$	2,500
System Access Fees	\$	10,659
Trash Removal	\$	9,600
Scholarship Contribution	\$	11,000
Athletics	\$	500
Friends Group	\$	2,500
Great Lives	\$	2,500
Presidential Catering Fund	\$	20,000

The check for Commitments of Support and Contributions shall be hand delivered to the Contract Administrator or their designee by August 1 of each year.

- ii. Meal Tickets: Admissions and Athletics Discount
 - Each Aug. 1, Contractor currently delivers a minimum of 100 meal tickets to the Contract Administrator or their designee who will in turn deliver them to the Admissions Office to be used for prospective students. These meal tickets will be valid for one year. In addition, unlimited 25% discount coupons are available for the Admissions Office to distribute to visiting students and parents.
 - Admissions and athletics Meals: Contractor shall propose an increase over current Admissions and Athletics comp meals designated for recruitment purposes.
- xii. Contractor shall provide complimentary exam breaks for all students, regardless of meal plan subscriptions.
- xiii. Maintain a faculty/staff dining room. Faculty/staff meal price = \$6.50 (each meal). This price shall not change for a minimum of two years from the contract start date.
- xiv. The current daily rate for the 5 block/300 flex meal plan is \$0.00
- xv. The Contractor shall sponsor, at a minimum, one Athletic banquet per year.
- xvi. Contractor shall provide 17 All Access dining plans to UMW graduate staff and on campus residence life professionals at no charge to the University.

RESPONSIBILITIES OF THE CONTRACTOR

i. Use of Facilities

The physical facilities, spaces and equipment made available to the Contractor under this Contract shall be used by the Contractor solely to provide food and beverage services for the University as set forth herein. Contractor is responsible for maintaining the use and operation of the equipment and food service facilities and spaces, and Contractor accepts all facilities and equipment as is, with all faults.

The Contractor is responsible for custodial services in all assigned food service facilities and spaces throughout campus including loading docks, kitchen, service area and dining area floors, ceilings, walls, vents, restrooms within dining facilities, service elevator, and entrances to dining facilities and shall at all times keep such food service facilities, spaces and equipment clean, properly scrubbed and mopped, and free from all debris or other hazardous conditions.

ii. Equipment and Smallwares:

The University agrees to make available to the contractor existing furniture, fixtures, and equipment associated with the Dining Services Program facilities. Ownership of furniture, fixtures, and equipment shall remain with the University. The Contractor will be required to keep all furniture, fixtures and equipment in good repair and condition and protect against misuse, loss, pilferage or destruction.

iii. Computer Equipment:

Contractor shall provide all computer equipment necessary to meet the requirements of the contract. It is preferred that Contractor provide their own network access, operating independently of UMW's network. Alternative arrangements will require written approval of the ISO and CSO in coordination with the Contract Administrator or their designee.

iv. Personnel

- a) The Contractor shall employ one (1) full-time, on-site Food Service Director ("FSD") responsible for all food service functions at the University's facilities as specified in this Contract.
- b) Unless a removal is requested in writing by the University or approved in writing by the University, Contractor shall retain the Food Service Director and the Catering Manager on University's account for a minimum of 24 months and shall not initiate the transfer of such manager from University's account during this time so long as such manager is employed by Contractor or a parent, subsidiary, or related entity of Contractor. Any breach of this minimum assignment time clause will result in Contractor's payment to University of \$30,000 for each occurrence, unless approved in advance in writing by the University.
- c) The FSD must have a minimum of five (5) years of consecutive, successful employment in a similar operation with comparable responsibilities. The FSD shall have education and/or experience in food service with particular emphasis upon effective financial controls and merchandising techniques. Furthermore, the FSD shall have a high degree of management expertise, as evidenced by prior food service management duties involving University and/or University-type food service, high-quality food production and service, and effective financial control. The food service director's sole responsibility will be the University account; he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor.

d) The University reserves the right to review the qualifications of the FSD, all Contract and Subcontracted unit managers, chefs, and catering managers that the Contractor proposes to place at the University. The University, in its sole discretion, may withhold approval of the FSD, chef and of specific unit and catering managers in which case the Contractor is required to submit other candidates. The FSD and unit managers assigned to the University shall be selected with prior approval of the University.

The University reserves the right, at any time, to require the Contractor to remove the FSD, chef, unit and catering manager(s), or other employees if at the sole discretion of the University the performance or conduct of the individual is found to be unacceptable.

All Contract and Subcontract management, including, but not limited to, the FSD, chef and unit managers assigned to the University shall not be changed more than once every two (2) years unless mutually agreed in writing, and not without 30 days advance notice and replacement selection made, which is acceptable to, and mutually agreed upon in writing by the University. These positions shall not remain unfilled. During any such search period for a FSD, his/her supervisor shall be on site at least five (5) days per week.

- e) The Contractor shall recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the food facilities employed by the Contractor. The Contractor shall have adequately trained personnel to maintain the high-quality performance standards as required by the University. The Contractor shall ensure that critical positions (those that are necessary to open and operate the food facilities) will have adequate back-up employees from alternate contracts or staffing agencies to cover for staff absenteeism.
- f) The Contractor shall require employees to comply with all instructions, regulations, and codes of conduct as specified by the University. The Contractor's employees must comply with the University and the University policies as they relate to smoking on campus. The University is a drug-free environment.
- g) The Contractor shall comply with all federal, state, county and University regulations related to employment and compensation of personnel including those pertaining to federal and state employment taxes (including any and all social security, unemployment taxes, and worker's compensation payments).
- h) The Contractor shall require all employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations. The Contractor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, the Family Educational Rights and Privacy Act, Gramm Leach Bliley, FTC Red Flag Rules and other requirements applicable to higher education and may be amended including all regulations adopted pursuant thereto and in effect at the time of performance of service.

The Contractor shall guarantee that all employees engaged in the handling and serving of food are:

- clean, and wearing neat appearing attire, hairnets and footwear;
- advised by their management on reporting illness;
- in compliance with the health regulations of the Contractor and the Commonwealth of Virginia; and

wearing appropriate food handling gloves during food service preparation.

When informed that an employee of the Contractor has a condition which reveals the existence of an illness or communicable disease that may affect the health and well-being of the student population or other condition, which could affect the safe, sanitary, or healthful operation of the food service, the Contractor shall notify the University and remove the employee from the premises until it is confirmed by a health care professional that no communicable condition exists at which time the employee may return.

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, name tags, hats, hair nets, etc. The Contractor must submit samples of uniforms and other apparel of all service personnel for approval by the University. The Contractor must submit any proposed uniform modifications to the University for approval. Cost of the Contractor's employee uniforms will be borne by the Contractor.

- i) The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.
- j) The Contractor shall restrict employees to assigned spaces during working hours and require them, when not working, to vacate the work site.
- k) The Contractor shall assure that the Food Service Director or an immediate assistant will be on site at each location during all hours the food facilities are open, including catering services.
- I) The Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of its employees.
- m) The Contractor shall notify the University in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the food facilities.
- n) The Contractor shall continue to provide services under the Contract in the event of strikes and other labor disturbances.
- o) Individual training for employees is to be performed by the Contractor. At any time that a new employee is assigned to the University facilities, the Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new worker.
- p) The Contractor shall provide the University Contract Administrator with an up-to-date training schedule for all new employees. This training sheet, showing subject matter and tasks included in training, must be signed by the worker after receiving training.
- q) The Contractor shall offer employment to the University students and observe the following guidelines:

v. Wages

a) Student employees on the Contractor's payroll shall be compensated at least at applicable

Commonwealth of Virginia minimum hourly wage rate. Wage rate shall not be increased without the mutual consent of the University and the Contractor, except as may be required to comply with any applicable law, regulation, ordinance, or court order.

vi. PROCUREMENT

- a) The Contractor shall procure all food and non-food items and cleaning supplies for all food service facilities described herein. The Contractor shall comply with all current and future exclusive or non-exclusive vended and non-vended carbonated and non-Carbonated beverage agreement entered into by the University.
- b) The Contractor shall purchase all necessary smallwares, china, glassware, and flatware. Title to all such smallwares, china, glassware, and flatware shall rest solely with the University. The Contractor shall list china, glassware, silver, and kitchen utensils costs as "Operating Expenses." The Contractor shall reconcile all china (if any) and smallwares annually owned by University and shall jointly agree to required inventory levels. Contractor shall maintain the required inventory levels and charge the expense of replacements as an operating expense. Reconciliation of inventories shall be on an annual basis at the end of each fiscal year. Smallwares for Catering shall be inventoried and reconciled twice per year.
- c) The Contractor shall engage in competitive specification buying. However, food or supplies may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price.

The general minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

- a. All meats, meat products, poultry, poultry products, and fish must be Government inspected.
- b. Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
- c. Pork shall be U.S. No. 1.
- d. Poultry shall be U.S. Government Grade A.
- e. Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally-distributed brand, packed under continuous inspection of the U.S.D.A.
- f. Dairy products:
 - Cage-free 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"
- g. Fresh fruits and vegetables U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
- h. Dry stored items and canned goods Grade "A" fancy.
- i. Frozen fruits and vegetables U.S.D.A. Grade "A".

d) Equipment Provided by the Contractor

Subject to written approval by the University, any equipment not furnished by the University and deemed necessary by the Contractor must be provided and paid for by the Contractor.

viii. SANITATION & SAFETY

a) The Contractor shall maintain, at all times, the University's food facilities in a clean and

sanitary manner in accordance with all federal, state, and municipal laws, codes and regulations. The Contractor shall train all employees to follow a "clean-as-you-go" policy. The food facilities are subject to inspection by City, County, and State authorized health department officials, fire department, and other agencies relative to safety requirements.

- b) The Contractor shall notify the Contract Administrator, in writing, of any potential violations regarding facilities which, under terms of the Contract, University carries the responsibility to correct. The Contractor is responsible to pay all fines immediately and notify University within 24 hours of receipt of any notice of fine(s).
 - a. If the Contractor notices any condition which is unsafe, unhealthy, or in any other way would 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 the Contract Administrator immediately.
- c) The Contract Administrator shall be notified immediately of any accidents or safety hazard. The Contractor and its employees, agents, or subcontractors agree to abide by and practice all University and local safety standards and regulations, including adherence to the minimums of the University's safety protocols. 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. Contractor shall comply with all federal, state and local safety regulations to include but not limited to E.P.A., D.E.P., D.O.T. and O.S.H.A. mandates and regulations. Contractor shall be responsible for all federal, state and local permits in connection with services they provide. The Contractor shall be responsible for any violation of any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees and employees harmless from any fine, penalty, or liability in connection therewith.
- d) The Contractor and any subcontractors shall give access to the authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary's duties under the Occupational Safety and Health Act of 1980, as amended. The Contractor shall be responsible for any violation of the Act or any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees and employees harmless from any fine, penalty, or liability in connection therewith.
- e) The Contractor shall adhere to the following minimum standards and guidelines in the preparation, production, and service areas:
 - a. Clean (free from debris, grease, and stains) all kitchen surfaces and equipment on a continuous basis and following each meal period in accordance with manufacturer recommendations
 - b. Contractor shall recycle according to University sustainability regulations and policies, and costs shall be borne by Contractor.
 - c. Keep public areas free from hazardous conditions.
 - d. Adhere to sanitation regulations for ware washing, recommended temperatures, or the use of chemical sanitizers.
 - e. Clean kitchen and service area floors, walls, and vents as required.
 - f. Monitor the dining areas before, during, and after service hours to maintain dining

- rooms in a clean and orderly fashion.
- g. Dining room floors shall be vacuumed (in carpeted areas) and mopped (in non-carpeted areas) after every meal period or as needed by the Contractor, daily at minimum. Dining room carpets shall be hot water extracted/cleaned once per term and non-carpeted areas finished and buffed to a shine as needed.

The Contractor shall maintain all assigned areas to the level of Level 1 APPA cleanliness

Cleaning Operations – APPA Standards (https://www.appa.org/bok/cleaning-operations/)

Item	Minimum Cleaning Frequency	Quality Outcome
Walls	Weekly	This quality outcome shall reflect the established cleaning frequency
		Walls and ceilings are free of dust, grit, lint, soil, grease film & cobwebs and marks
		Ceilings are free of dust, grit, lint & cobwebs
		Light switches are free of fingerprints, scuffs & any other marks
		External light covers and diffusers are free of dust, grit, lint & cobwebs
		Polished surfaces are of uniform luster.
Windows	Daily	This quality outcome shall reflect the established cleaning frequency
		 Internal surfaces of glass, and surfaces of entrance vestibules and patio glass are clear of streaks, spots & marks, including fingerprints and smudges.
		• Interior window frames, tracks, ledges are clear and free of dust, grit, marks, and spots.
		No soil film accumulation on inside of glass
		Windowsills are free of dust

Item	Minimum Cleaning Frequency	Quality Outcome
Doors	Daily	This quality outcome shall reflect the established cleaning frequency
		• Free of dust, grit, lint, soil, film, fingerprints, and cobwebs
		 Door & doorframes are free from marks (finger marks, soil) caused by furniture, equipment, residents, or staff
		• Air vents, relief grills and other ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs and other marks
		 Door tracks and door jams are free of dust, lint, grit and other debris, frame is free from soil build-up
		Push or kick plates are free of soil and grit & polished where applicable
		Polished surfaces are of uniform luster
Hard Floors	Daily	This quality outcome shall reflect the established cleaning frequency
		• Free from dust, grit, litter, marks and spots, water, or other liquids
		• The floor is free from polish or other build-up at the edges and corners or in traffic areas
		• Free of spots, scuffs, streaks, or scratches in high traffic areas, around furniture & pivot points, no formation of traffic lane marks
		 Areas such as edges, corners & around furniture are free of dust, grit, lint & spots
		• Polished or buffed floors are of a uniform luster where appropriate
Carpeted floors	Daily	This quality outcome shall reflect the established cleaning frequency
		Carpeting is clean, free of litter and soil marks
		• No evidence of lint in corners, edges or under furniture

Item	Minimum Cleaning Frequency	Quality Outcome
		 Carpeting is well maintained (no torn or badly worn spots or crushed traffic lanes)
Equipment used to prepare food and beverages	Daily	This quality outcome shall reflect the established cleaning frequency
		 Levels of cleanliness and sanitization comply with the Public Health Department guidelines and manufacturer recommendations
Other Equipment (other than Furnishings)	Daily	This quality outcome shall reflect the established cleaning frequency
ruillisilligs)		• Free of grease, dirt, dust, lint, marks, stain, soil, and cobwebs
		 Hygienic standards are satisfied where the fixture or appliance is used in food preparation
		 Range hoods (interior & exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces
		Motor vents, etc. are clean and free of dust and lint
Furnishings	Daily	This quality outcome shall reflect the established cleaning frequency
		 Horizontal and vertical surfaces are free from spots, soil, film, dust, fingerprints & spillage
		• Furniture legs, wheels & castors are free from mop strings, soil, film, dust and cobwebs
		• Edges, corners, folds & crevices are free of dust, grit, lint, and spots.
		 Accessible surfaces are free from dust, lint, and cobwebs

f) Equipment Maintenance

The University will share responsibility with the Contractor for the cost of equipment maintenance and repair in all foodservices locations.

g) Preventive Maintenance

The University oversees preventative maintenance, coordinating with appropriate contractors. The Dining Contractor is responsible for daily care and maintenance in accordance with manufacturer recommendations and health and safety requirements.

Equipment requiring repair shall be reported within 1 business day of finding through the University's work order system, Schooldude. Reports shall include all required and requested information.

Contractor is responsible for maintaining equipment in accordance with manufacturers' specifications

Closing for breaks: Equipment must be cleaned and shut down in accordance with manufacturer specifications and in consultation and coordination with UMW Facilities Management.

Opening: Equipment shall be tested a minimum of two weeks prior to opening and needed repairs shall be reported within one business day of testing.

MENUS & PRICES

- i. The Contractor shall be responsible for providing a variety of high-quality and nutritious foods at reasonable prices at the dining facility. The focus on increased wellness options and marketing as such should be the Contractor's constant focus. The following shall guide menu development:
 - a) Develop innovative menus which emphasize variety, nutrition awareness, and quality.
 - b) Utilize food displays and merchandising techniques that draw customer attention and encourage customer engagement.
 - c) Offer menus that complement the stature of the University integrated with the realistic need to economize on space, utilities, and labor costs.
 - d) Be responsive to changing meal trends and patron preferences.
 - e) Provide menus that are supported by the proposed staffing plans submitted by the Contractor and the equipment available on the University' premises as specified.
 - f) Distribution: The Contractor shall post each week's menu one week in advance at the entrance of the cafeteria and distribute weekly menus throughout the campus and online.
 - g) Menus shall include vegetarian and Vegan entrées, ethnic specialties and a menu free of the top ten allergens.
 - h) Menu prices and plan rates shall not increase without the permission of the University. Price increases shall not increase any higher than the Food-Away-From-Home Consumer Price Index (CPI).

Menu Boards: For all operations, menu boards will be prominently displayed on the Dining website and at the entrance. Menus shall be posted on the digital menu boards within the fourth-floor dining room. For all operations not within direct line of sight of the digital menu boards, a minimum of two menu boards.

- ii. Descriptions of daily specials are to be graphically merchandised at the individual entrances to each unit.
- iii. Web Page: Contractor shall maintain web pages or website linked to the University website with current and useful information for the University community. Posted items include current and accurate operational hours, menus, nutritional information, administrative contacts and phone numbers, policies and practices (meal card, take-out, etc.), description

of dining venues, and Green practices. This list is not meant to be all inclusive, and creative use of web technology for improving communication to the campus is highly encouraged.

- iv. Portions/Pricing: It shall be the responsibility of the Contractor to review, establish, and propose the pricing and portion sizes of all items available for sale in the food facilities with final review and approval by the Contract Administrator prior to posting or changing prices.
- v. Special Diets: The Contractor shall provide any medically-necessary special diets for meal plan participants when prescribed and approved in writing by a medical doctor and the University.
- vi. Cost per Student per Day and Procedures: Specific procedures and rates for partial service days, interruption of service (which involves refunds), guest meal rates, no show refunds (those who drop out of the plan), and other procedures will be specified by the University. (The rates for the term of this Contract are detailed in the Contractor's proposal submittal Cost Information and Financial Statements, provided as part of the proposal submittal spreadsheet.)

OPERATING BUDGET

Board rates will be set by the University, usually in November. On or before November 1st of each year, the Contractor shall submit to the University Contract Administrator a complete budget for each unit, by month, with estimated sales, food costs, revenues, and expenses for the University's next fiscal year (July 1 to June 30) in a mutually agreed format. The Contractor and University will meet to review the budget annually with the intent of agreeing on an operating budget for the upcoming year. All operating budgets are subject to approval by the University. Based on CPI Food Away from Home

PERFORMANCE REVIEW MEETINGS

The Contractor's Food Service Director will schedule formal meetings with the University Contract Administrator to review all aspects of the campus dining services, presenting to the University operational issues, completed programs, ideas for new programs, improvements, and financial results. These meetings will take place at a minimum of every thirty (30) days or at the discretion of the Contract Administrator.

In addition, there will be annual meetings to discuss the benchmark of the Contractor against other comparable University accounts.

GENERAL ACCOUNTING

The Contractor shall operate on the basis of a fiscal year (July 1 to June 30) consisting of twelve (12) accounting periods.

Invoicing: While individual departments are responsible for paying their respective catering invoices, Contractor shall deliver copies of all catering invoices to the Business Services Department on a monthly basis. Board bills are issued weekly to UMW's Business Services department, with substantiated back up documentation. Flex invoices are issued separately from Board invoices on a weekly basis to the department of Business Services. Substantiated back up documentation is required.

There shall be no requirement for prepayment of any invoice.

Within the fifteenth 15th working day following the close of each accounting period, the last day of the month, the Contractor shall furnish the Contract Administrator with a statement of gross sales and expenses in connection with the operation of the food facilities covered by the Contract, showing on a monthly and year-to-date basis the actual and budgeted food costs, labor costs (including the account manager), fringe benefits, payroll taxes, and expenses which are properly allocable to the operation. All operation statements shall be accompanied by respective commission payments to the University. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements.

Any payment required of the Contractor if not paid within thirty (30) calendar days of the due date, shall bear interest at the rate of two percent (2%) per annum, but not greater than the rate allowed by law.

The Contractor shall not hold the University responsible for serving food to a student after it has been notified by the University in writing that the student has withdrawn from the meal plan. Upon receipt of an appropriate statement concerning the number of participants per day in each meal plan, the University shall pay the Contractor within sixteen (16) calendar days of the University's approval of the invoice.

The Contractor shall report revenue and allocated expenses and present separate operating statements for all current and future food service venues on the campus including the following:

Detailed Revenue and Expense Profit and Loss Statements

- a) Top of the CRUC
- b) For Each Retail Dining Unit
- c) Catering/Conferences/Concessions
- d) Roll-up profit and loss statement for all foodservice operations

The Contractor shall maintain quarterly inventory and shrinkage records, in a format specified by the University, of all smallwares and monthly inventory, purchase, and usage records of food, provisions, and supplies. The quarterly inventory shall be submitted to the Contract Administrator. 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.

RESPONSIBILITES OF BOTH PARTIES

Each Party shall abide by the following list of responsibilities:

ltem/Service	Provided By	Paid for By
Food Service Facilities, Major Equipment,	University	University
Furnishings and Finishes		
New Equipment purchases	***	***
Utilities: Heating, Ventilation, Water, Sewer, Gas, and electric services.	University	University
Equipment Depreciation	University	University
Preventative Equipment Maintenance (Cleaning, Inspecting, Upkeep, etc.)	University	Contractor
Exterior Building Maintenance	University	University
Equipment Maintenance and Service Contracts	University	University
Initial Par Inventory of Smallwares, as Jointly Approved. University will hold title.	University	University
Replacements to Smallwares Inventory (title to be held by the University)	Contractor	Contractor
Office Furniture	University	University
Office Equipment (Computer, Copy Machine, etc.)	Contractor	Contractor
Major Repair of Ceilings, Light Fixtures, and Carpeting	University	University
Extermination	Contractor	Contractor
Trash Hauling Services including composting	University	Contractor
Fire Suppression Systems	University	University
Grease and Exhaust Duct Cleaning	Contractor	Contractor
Grease Trap Cleanouts/Unclogging of Grease/Food from Wastewater Lines	University	Contractor
Regular, Daily Cleaning to the Level of Spotlessness (floors, walls, dusting of ceilings, exterior of HVAC vents, and all equipment, floor drains, hoods/ventilation in kitchens and serveries, dining room tables and chairs, offices, entrances) Interior windows, door jams, windowsills, etc.	Contractor	Contractor
Management Information System Point-of-Sale	University	Contractor
Inventory, and production management hardware/software	Contractor	Contractor

ltem/Service	Provided By	Paid for By
All Food, Beverages, Labor Costs, Operating Supplies	Contractor	Contractor
Telephone Line Access	University	Contractor
Signage and Decorations for Food Service Facilities	Contractor	Contractor
Parking* Shall Adhere to UMW policies and regulations	University	Contractor
Daily Spot Cleaning of Dining Room Carpeting and Floor Areas	Contractor	Contractor
Periodic Major Cleaning of Floors (stripping, waxing, carpet shampooing) within the dining halls	Contractor	Contractor
Insurance Coverage as Specified by University of Mary Washington	Contractor	Contractor
Banking Services	Contractor	Contractor
Transportation (trucks, vans)*	Contractor	Contractor
Credit Card and all bank Service Fees	Contractor	Contractor
Dining Card Access System Maintenance Fee	University	Contractor
Mobile Ordering Platform	TBD	Contractor
Small Expendable Equipment	Contractor	Contractor
PCI DSS Compliance Shall Adhere to UMW policies and regulations**	Contractor	Contractor
PII Compliance	Contractor	Contractor

^{*}https://adminfinance.umw.edu/parking/

VIII. CONTRACT ADMINISTRATION:

- A. The Vice President of Administration and Finance, or their designee shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

^{**} Contractor shall provide PCI DSS documentation to the University as requested by the University, annually at minimum.

^{***} The university may purchase replacement equipment as it deems necessary, and there are occasions that the contractor shall, with written approval from the University, purchase equipment. Reference: Responsibility of Contractor i., ii; Procurement d); Finances vi.

IX. EVALUATION AND AWARD CRITERIA

A. Evaluation Criteria - Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria. The evaluation process highlights the following major sections which correspond to the RFP Proposal submittal requirements. Each of the sections is assigned a weighing figure reflecting the importance placed on each section.

Section	Weight	
Residential Operations (Programs, Menus and Concept Descriptions)	15%	
Residential Dining – Staffing (Appropriate Coverage)/HR	15%	
Retail Dining (Program, Menus, Concept Descriptions)	5%	
Retail Dining – Staffing (Appropriate Coverage, Customer Service,	rage, Customer Service, 5%	
Professional Appearance)		
Subcontracting Plan	5%	
Marketing and Merchandising	5%	
Product and Menu Development	5%	
Quality and Improvement Management	5%	
Mobile Technology Requirements	5%	
Transition and Reopening Plan	5%	
Sustainability	5%	
Sanitation and Safety	5%	
Financial Proposal Cost Information and Financial Statements	20%	

X. GENERAL TERMS AND CONDITIONS:

Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract:

https://adminfinance.umw.edu/procurement/umw-terms-conditions/

XI. SPECIAL TERMS AND CONDITIONS:

A. **SOLICITATION**:

- 1. ACCEPTANCE PERIOD: Any bid/offer in response to this solicitation shall be valid for two hundred and forty (240) days. At the end of the two hundred and forty (240) days the bid/offer may be withdrawn at the written request of the Offeror. If the bid/offer is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the bid/offer shall remain in effect, asis, until an award is made, or the solicitation is canceled. If the bid/offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.
- 2. ACCESSIBILITY: All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of University of Mary Washington shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the most current version of the Web Content Accessibility Guidelines (WCAG). The

Contractor further warrants that it is committed, and shall remain committed, to promoting and improving accessibility of all its products as specified in UMW's IT Accessibility Policy. https://technology.umw.edu/technology-accessibility/

- a. If the Products and Services are not in conformance with all applicable federal and state disability laws, policies, and regulations as of the Contract Effective Date, as identified by the Contractor, or through University testing or assessment, Contractor shall use all reasonable efforts to update the Products and Services so as to be in conformance prior to Acceptance by the University.
- b. In the event any issues arise regarding Contractor's compliance with applicable federal or state disability laws, policies and regulations, at any time, during any term of the contract, including all optional renewals, the University may send communications to Contractor as specified in the Notices provision of the contract, requesting cure of such noncompliance. The Contractor shall respond to these communications within two (2) business days from receipt to the University official identified in the Notices provision of the contract, with a plan, including a timeline for completion, which will bring the contractor back within compliance as required by the contract. This plan shall require University agreement.
- 3. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement valued at over \$50,000, the University will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- 4. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 5. AWARD RFP: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's

proposal as negotiated. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:

- a. a separate award of each item,
- b. an award of a group of items,
- c. an award either in whole or in part,
- d. a single award, or
- e. a multiple award
- 6. CANCELLATION OF CONTRACT: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon three hundred sixty-five (365) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
- 7. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and any subcontractors are properly licensed for providing the goods/services specified and shall remain properly licensed during the life of the contract. Additionally, I understand that I may be asked to provide proof of this licensure at any time by the University, if so requested.
- 8. **CONTROLLING VERSION:** The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.
- 9. DEBARMENT STATUS: By participating in this procurement, the Offeror certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- 10. **EXTRA CHARGES PROHIBITED:** The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be

honored or paid. These charges, for example, shall include but not be limited to fees invoked by the Offeror for the use of the credit card for payment of invoices, or any order-associated eVA fees.

11. IDENTIFICATION OF PROPOSAL ENVELOPE:

The signed proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the solicitation. If not hand-delivered, the Offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Bids/Proposals may be hand-delivered to the address listed on Page 1 of the solicitation. No other correspondence or bids/proposals should be placed in the envelope.

Name of Offeror	Proposal Due Date & Time
UMW RFP Number	UMW RFP Title
Street #/Name or P.O. Box #	City, State and Zip Code

12. **INSURANCE**: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a. Workers' Compensation Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability \$100,000.
- c. Commercial General Liability \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- d. Automobile Liability \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure

that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

<u>Certificate of Insurance.</u> Contractor shall provide University with a certificate of insurance indicating the above coverages. University shall be named as an additional insured under Contractor's general liability policy. The insurance certificate shall provide University with the insurer's standard written notice of insurance cancelation. The University shall be provided a certificate annually upon each policy renewal.

- 13. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.
- 14. LATE BIDS/PROPOSALS: To be considered for selection, bids/proposals must be received at the address listed on Page 1 of the solicitation no later than the designated date and hour. The official time used in the IFB/RFP is that time on the automatic time stamp machine in the location listed on Page 1 of the solicitation. Bids/Proposals received at this location after the date and hour designated are automatically disqualified and will not be considered. It is the sole responsibility of the Offeror to ensure that its proposal reaches the designated receipt location no later than the assigned date and hour.
- 15. PREBID/PREPROPOSAL CONFERENCE MANDATORY: A mandatory preproposal conference will be at 10:00am October 11, 2022 at the at the Eagle Village building, Suite 480, located at 1125 Emancipation Highway, Fredericksburg, VA . The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all bidders/offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Bids/Proposals will only be accepted from those bidders/offerors that are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after (time). Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
- 16. **PROCUREMENT MANUAL:** This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at http://vascupp.org.
- 17. QUALIFICATION OF BIDDERS/OFFERORS: UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such

Offeror fails to satisfy UMW that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated herein.

- 18. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- 19. **SOLICITATION COMMUNICATIONS:** From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.

20. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- a. It is the goal of the University that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a Department of Small Business and Supplier Diversity (DSBSD) certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the procurement office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the University on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the University. The University reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- c. Each prime contractor who wins an award valued over \$200,000 shall deliver to the University on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small

businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the procurement office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- 21. **UNDERSTANDING OF REQUIREMENTS:** Your signature on your proposal submission certifies your understanding of the following:
 - a. It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
 - b. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Bidders/Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
 - c. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal submission or to the contract.

22. EMERGENCY CONTACTS

The Contractor shall provide the University Contract Administrator and the University of Mary Washington Police Department with the names and phone numbers of the three management individuals who will be available at any time to call in the case of emergencies. At least one of these individuals must be available by phone 24 hours a day, seven days a week. These individuals are:

Name:	•	
Contact Info: Cell #	Email:	
Name:		
Contact Info: Cell #	Email:	
Name:		
Contact Info: Cell #	Email:	

B. CONTRACT

1. SPACES ON PREMISES AVAILABLE TO THE CONTRACTOR

Facilities will be provided as described herein. The available food space and facilities shall be returned to the University at the end of the Contract in a condition correspondent to the status existing at the time of entering into the Contract, or as improved during the term of the Contract, reasonable wear and tear expected. It shall be the Contractor's responsibility to maintain the space in good condition throughout the term of the Contract in a manner befitting to the University and notify the University, in writing, of any maintenance problems beyond the scope of the Contractor's responsibility.

The University 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.

2. ADDITIONAL (FUTURE) GOODS & SERVICES:

The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

3. AUDIT OF FACILITY

The Contractor shall keep accurate, complete and current records of all revenues and expenses in connection with the operation of the food facility locally in the University offices in a mutually agreed upon format. 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 practices contain information bearing upon or relating to cost, income, gross sales, or profits. This information shall be available for seven (7) years subsequent to the Contractor's fiscal year for inspection on University premises by the University during regular working hours and shall be subject to audit by the University or its agents at any reasonable time at no cost.

Documents requested by the University shall be delivered at the Contractor's expense to a University designated site within ten (10) working days. Any such audit shall be paid for by the University, unless such audit shall determine that there is a deficiency in the payment of funds due to the University for an academic year in excess of 0.5% of the profits theretofore computed and paid by the Contractor for each academic year. In such latter event, the Contractor shall pay the full cost of such audit.

The parties understand that this Contract will be subject to Section 952 of the Omnibus Reconciliation Act of 1980 and its corresponding regulations at 42 C.D.E. Part 420 if the Contract includes furnishing of services at a cost or value of \$10,000 or more over a twelve (12)-month period. Pursuant to such statute and regulations, the Comptroller General of the United States, the Secretary of Health and Human Services or their duly authorized representatives shall have access to this Contract and any other books, documents or records necessary to verify the cost and services provided hereunder for a period of four (4) years following the rendering of such services.

In addition, if any of the duties of this Contract are carried out through a Subcontract with a related organization, with a value or cost of \$10,000 or more over a twelve (12)-month period, access is similarly required to the Subcontractor's books, documents, and records related to the rendering of

these services. Such Subcontract shall be in writing and shall contain a similar access clause to that herein.

The Contractor shall be subject to periodic, unannounced operational audits of the food facilities by a representative of the University. The audit shall specifically include a comprehensive review of:

- a) Service quality, attentiveness, courteousness, etc.
- b) Food quality, presentation, merchandising
- c) Sanitation practices and conditions
- d) Personnel appearance
- e) Training program techniques, schedules, and records
- f) Safety conditions
- g) Operation performance from a financial perspective
- h) Other related operational conditions and/or practices

A report as a result of the financial and operational audits will notify the Contractor of conditions needing correction or improvement Contractor will have five (5) days to respond and address corrections of any and all deficiencies.

- **4. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - i. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - ii. The University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a) By mutual agreement between the parties in writing; or
 - b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the University's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the

parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

5. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

6. CONTINUITY OF SERVICES:

- i. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c) That the University Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- ii. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- iii. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- 7. CONTRACTOR EMPLOYEE REQUIREMENTS BACKGROUND SCREENS: The Contractor shall ensure that its employees have undergone background screening and possess all necessary qualifications to comply with the terms of this contract, including, but not limited to all terms related to data and intellectual property protection and physical protection and safety of students, faculty and staff. To this end, all contractor staff considered for full-time or part-time employment on any property owned, leased or otherwise acquired by UMW, shall undergo a background screening, the cost of which shall be incurred by the Contractor, after an offer has been extended, and prior to commencement of work on any UMW property. If Contractor employs the use of a staffing company to provide seasonal or temporary labor at any point during any term of the contract, including optional renewals, background screening shall be performed by Contractor's contractor to the same extent as for any full-time or part-time Contractor staff.
 - i. The results of background checks shall be directed solely to the Contractor, including any criminal convictions. Consideration shall be given to the relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, campus and Contractor, and any other circumstances deemed relevant to the final determination of

whether to employ or retain the employee. Conviction information shall be maintained as confidential to the Contractor. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process shall be commenced, in accordance with the Fair Credit Reporting Act.

- ii. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Such request shall be in writing and state the reason. Such reason must be for good cause and may not be for an illegal reason. Disapproval by the University will solely apply to UMW property and should have no bearing on the Contractor's empowerment of an individual outside of UMW.
- iii. UMW reserves the right to audit a Contractor's background check process at any time.
- iv. All Contractor employees shall have a duty to self-disclose any criminal conviction(s) occurring while assigned to the UMW campus. Such disclosure shall be made to the Contractor.
- v. Screens shall include:
 - a) Enhanced Nationwide Criminal Search; which shall include Social Security Number search, address history, legal name and alias, including for job-related criminal history
 - b) DOJ Sex Offender Search and individual evaluation of results
 - c) County Criminal Search for all identified counties.
- **8. CONTROLLING VERSION:** The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.
- **9. DAMAGES, INJURIES, AND THEFTS:** Damages/Injuries: The Contractor shall give the University and the University Security Department immediate notification and follow such report with prompt written notice of any fire or damage occurring to the premises and a copy of all notices received of any claim for bodily injury occurring within any building.
- **10. VANDALISM AND THEFTS**: Where vandalism or thefts occur to the Contractor's machines, equipment or operations, it shall be the sole responsibility and liability of the Contractor to insure, repair or replace damaged or stolen equipment at the Contractor's expense within forty-eight (48) hours. All vandalism shall be reported to the University Contract Administrator and University's Security Department immediately upon discovery.
- 11. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- **12. DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving, and storing materials associated with the Contractor's foodservice operations.
- 13. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 14. ENVIRONMENTAL LIABILITY: Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or release of hazardous substances, including, but not limited to, the cost of any clean-up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, as a result of the storage, accumulation or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state, or local standards, requirements, law, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of this Contract or related activities, shall be paid by the Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.
- 15. EMERGENCY RESPONSE NOTIFICATION: In the event of a local, state, or national emergency, the Contractor shall submit to the University its current updated emergency policies and/or procedures if any personnel are to be performing work on University grounds. In addition to any specific guidelines established by the University for any current or ongoing emergency, all guidelines established by the Commonwealth of Virginia, OSHA, the CDC and any other regulatory agency shall be followed. It is the responsibility of the Contractor to remain updated regarding any current University emergency policies and procedures.
- **16. E-VERIFY PROGRAM: EFFECTIVE 12/1/2013:** Pursuant to the Code of Virginia, §2.2-4308.2., any employer with more than an average of fifty (50) employees for the previous twelve (12) months

entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

- **17. FAIR EMPLOYMENT CONTRACTING ACT:** In accordance with § 2.2-4201, during the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.
 - c. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

- **18. FISCAL YEAR PROCESSING:** The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
- 19. FORCE MAJEURE: Neither party to this Agreement shall be held responsible for delay in delivery or default of delivery caused by fire, riot, pandemics, epidemics, acts of terrorism, acts of God and/or war which is beyond that party's reasonable control. The party (the "affected party") who

believes it is prevented from carrying out its obligations under this provision shall give immediate written notice as provided in Paragraph 26 of this section.

If to the University: If to the Contractor:

Attn: Procurement Services Attn:

Eagle Village Executive Offices, Suite 480 ADDRESS LINE 1 1125 Emancipation Hwy. ADDRESS LINE 2

Fredericksburg, VA 22401

- **20. FRATERNIZATION:** The University is entrusted with the safety of all UMW community members at all times while on campus grounds. Any behavior by any contractor employee that is determined to be inappropriate by the Contract Administrator may be cause for request for removal of the contractor's employee from University property, at minimum, and/or result in contract termination.
- 21. GARBAGE REMOVAL & RECYCLING: All trash collected by the Contractor must be removed by the Contractor at the time of collection, separated according to classification, and sent to areas designated by the Contract Administrator. All articles and/or material designated as trash must be removed to designated areas as requested, in containers approved by the University. These costs will be billed to the Contractor on a monthly basis by the University. The Contractor shall list these costs as operating expenses. Contractor is to use University approved waste disposal containers.

Contractor will employ a zero-waste strategy for:

- a. Composting
- b. Recycling
- c. Leftover food handling
- d. Eliminating single serving water bottles
- e. Eliminating disposable plastics
- f. Eliminating disposable packaging for food and beverages and reducing excess packaging from catering orders
- g. Implementing reusable containers for beverages and to-go food boxes provided with catering
- h. Bag-free stores
- **22. HAZARDOUS WASTE:** Employees handling hazardous waste must be trained in the handling of hazardous wastes and universal waste. The Contractor shall properly arrange and dispose of said waste streams, and the costs of disposable are to be borne by the Contractor. Any cost, penalty or liability for non-compliance will be borne solely by the Contractor and may result in Contract termination as determined solely by the University.
- 23. INDEMNIFICATION:_Contractor agrees to indemnify, defend and hold harmless the University as an agency of the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the contractor, provided that such

liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

- 24. INDEPENDENT CONTRACTOR RELATIONSHIP: In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.
- **25. NON-ASSIGNMENT**: Neither Party shall assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party.
- 26. NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service (for deliveries within the continental U.S.), or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University: If to the Contractor:

Attn: Procurement Services Attn:

Eagle Village Executive Offices, Suite 480 ADDRESS LINE 1 1125 Emancipation Hwy. ADDRESS LINE 2

Fredericksburg, VA 22401

- **27. OPERATING VEHICLES ON UMW CAMPUS:** Operating vehicles on sidewalks, plazas and areas heavily used by pedestrians is prohibited unless authorized by the University.
- **28. OWNERSHIP OF MATERIALS:** Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.
- **29. PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials or service cost not to exceed the CPI based on the CPI Food Away

from Home. Price escalation may be permitted only at the beginning of each renewal term only when explicitly requested in writing by the contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price increases will be effective only at the beginning of each renewal term. The contractor shall document the amount and proposed effective date of any general change in the cost of service or materials. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

PAYMENT:

- a. To Prime Contractor:
 - i. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - ii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after delivery of a university- approved invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - iii. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - iv. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - v. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).

b. To Subcontractors:

- i. A contractor awarded a contract under this solicitation is hereby obligated:
 - To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- c. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- d. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - i. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- **30. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- **31. PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand, manufacturer, or retail concept after the award of contract is expressly prohibited unless approved in writing by the University's Procurement Services Department. The University may, at its discretion, require the contractor to provide a substitute item of equivalent or better-quality subject to the approval of the University, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

32. RENEWAL OF CONTRACT:

This contract may be renewed by the University for (one year)/(5 successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's

intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- i. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Food Away from Home category of the CPI-Other Services section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- ii. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Away From Home category of the CPI-Other Services section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

33. 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 the Contract Administrator.

34. EMPLOYEE ACCESS

The Contractor and all employees shall comply with all University rules and regulations governing access to and conduct on the University's property. The Contractor shall furnish in cooperation with the Contract Administrator its personnel with identification required for entrance to or exit from the described premises during normal work hours. It shall be the responsibility of the Contractor to return employee identification within one day of the employee's departure for personnel no longer employed at the facility or for employees removed from the premises at the request of the Contract Administrator.

University may issue its ID card to the Food Service Director if access to buildings is deemed necessary. This ID, if issued, will be valid only during his/her assignment at the University. The University also may revoke this privilege at any time without notification.

- i. 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 food and beverage spaces. The areas under the Contractor's food service facilities and spaces shall be the Contractor's responsibility relative to security during the scheduled hours of operation. The University shall issue all necessary keys to the Contractor. Any loss due to non-compliance will be the sole cost, not reimbursable by the University, of the Contractor.
- ii. Fire Safety and Compliance: Contractor shall be responsible to assure compliance with all Virginia State, federal and international fire codes (including, but not limited to the 2006 International Construction Code (ICC), 2006 International Fire and Building Codes (IFC, IBC) governing the dining faculties and operations (excluding building structural and building engineering systems which the University is responsible for). Contractor shall assure that all contractor employees shall comply with all University and Virginia State rules and regulations

- regarding fire safety, including but not limited to fire safety training and education and fire safety inspections. Further, Contractor shall be liable for payment of any fines levied to the University as a result of Contractor's staff failure to comply with Virginia State fire codes.
- iii. The provisions of all rules and regulations regarding safety as adopted by the Safety Codes Board of the Commonwealth of Virginia issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia, or any updates, shall apply to all work under this contract. The Contractor shall provide a copy of his/her company safety plan and appropriate material safety data sheets to the University's Safety and Environmental Health Office upon request. Submitted material shall be maintained current during the term of the contract. At the discretion of the University, Contractor personnel may be required to attend a safety orientation briefing to be conducted by the University at a location selected by the University prior to performing work at the University.

Contractor's employees are required to be trained in the use of portable fire extinguishers, equipment for operational safety and be aware of the University's fire safety/emergency plan.

- **35. SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
- **36. STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment.

http://web1.dhrm.virginia.gov/itech/hrpolicy/pol1_80.html. Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia.

- **37. THEFT & LOSS LIABILITY:** The University will not be responsible for any of the Contractor's internal losses or thefts, and any such costs associated with losses must be borne solely by the Contractor out of its own funds; they may not be used to diminish or be absorbed by the profits of this Contract.
- **38. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

39. TITLE IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at:

http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf.

- **40. TRAVEL:** Travel expenses incurred by the Contractor and approved by the University prior to incurring, unless otherwise mutually agreed and detailed herein, shall be paid in accordance with Commonwealth of Virginia travel regulations. All invoices for travel shall not exceed the Commonwealth's reimbursement rates for mileage, meals, and lodging. In addition, airfare should be economy/coach class and car rentals should be the most economical class available. If billing actual amounts for meals, the receipt cannot show alcohol and reimbursement will be limited to allowed per diem as detailed in Commonwealth travel regulations. Please contact Accounts Payable payables@umw.edu with questions. https://adminfinance.umw.edu/ap/travel-2/
- **41. WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:** The Contractor agrees to take every precaution at all times for the protection of persons and property, including employees, students, and the public. Any damage, including damages to existing utilities, equipment, or finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.
- **42. WORK SITE USE:** The Contractor expressly undertakes, either directly or through its subcontractors:
 - i. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of work.
 - ii. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
 - iii. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - iv. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by operations.
 - v. To perform contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor.
 - vi. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval through the Contract Administrator for parking in other areas.

XII. METHOD OF PAYMENT:

The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

A. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.

If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.

- B. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view http://www.bankofamerica.com/epayablesvendors.
- C. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers:

University of Mary Washington Attention: Accounts Payable 1301 College Avenue Fredericksburg, VA 22401

ATTACHMENT A

Background Information

Total Number of Faculty and Staff:

Full time faculty 239
Part time faculty 134
Full time employees 367
Part time employees 101

Seating Capacity:

Top or the UC: 623
Panera: 209
Katora: 74

Enrollment Projections

						I			l							
	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023	Fall 2024	Fall 2025	Fall 2026	Fall 2027	Fall 2028	Fall 2029	Fall 2030	Fall 2031
First Time Freshman	869	905	802	793	570	555	600	589	610	634	660	688	714	740	766	792
Transfer	80	79	82	82	35	60	60	60	60	60	60	60	50	50	50	50
Returner	1513	1500	1499	1511	1072	1337	1280	2485	3273	3851	4258	4540	4741	3581	2845	2383
Graduate	5	2	1	1	4	8	5	5	5	5	5	5	5	5	6	6
Commuter							1878	1897	1976	2001	2001	2001	N/A	N/A	N/A	N/A
	2467	2486	2384	2387	1681	1960	3823	5036	5924	6551	6984	7294	5510	4376	3667	3231
Classification (by credit)	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020	Fall 2021										
Freshman	1039	1017	952	No Data	645	748	1529	2014	2370	2620	2794	2917	2204	1751	1467	1293
Sophomore	691	696	674	No Data	438	481	1080	1423	1674	1851	1973	2060	1557	1236	1036	913
Junior	424	450	446	No Data	331	378	698	919	1081	1196	1275	1331	1006	799	669	590
Senior	308	321	309	No Data	258	345	507	667	785	868	925	966	730	580	486	428
Grad	5	2	3	No Data	9	8	10	13	15	16	17	18	14	11	9	8
Commuter							1878	1897	1976	2001	2001	2001	N/A	N/A	N/A	N/A
	2467	2486	2384	2387	1681	1960	3823	5036	5924	6551	6984	7294	5510	4376	3667	3231
Traditional	398	448	454	436	320	259	380	368	379	386	389	389	389	389	389	390
Suites	1169	1132	972	1036	643	801	2612	2502	2998	3348	3592	3768	2752	2106	1701	1452
Apartments	900	906	958	915	718	900	831	2165	2547	2817	3003	3136	2369	1882	1577	1389
Commuter							1878	1897	1976	2001	2001	2001	N/A	N/A	N/A	N/A
	2467	2486	2384	2387	1681	1960	3823	5036	5924	6551	6984	7294	5510	4376	3667	3231

NOTE: These enrollment figures are estimates and subject to change.



Meal Plans by Building Fall 2021 NOTE: COVID-era Figures	Classification				
NOTE. COVID-cia rigures	Classification				Grand
Residence Hall/Meal Plan	Freshman	Graduate	Returning	Transfer	Total
Arrington Hall			133	2	135
150 Block Plan / 300 Flex			61	1	62
225 Block Plan / 200 Flex			53		53
85 Block Plan / 225 Flex			3		3
Eagle Unlimited Plan/ 200 Flex			16	1	17
Ball Hall	15		74	1	90
150 Block Plan / 300 Flex			40		40
225 Block Plan / 200 Flex			20		20
85 Block Plan / 225 Flex			5		5
Eagle Unlimited Plan/ 200 Flex	15		8	1	24
No Meal Plan Exemption			1		1
Eagle Landing		1	553	23	577
150 Block Plan / 300 Flex			173	6	179
225 Block Plan / 200 Flex			51	5	56
30 Block Plan / 250 Flex Exemption			5		5
30 Block Plan / 575 Flex Exemption			4		4
5 Block Plan/ 300 Flex Exemption			1		1
85 Block Plan / 225 Flex		1	276	9	286
Eagle Unlimited Plan/ 200 Flex			38	2	40
No Meal Plan Exemption			5	1	6
Jefferson Hall			105	4	109
150 Block Plan / 300 Flex			54		54
225 Block Plan / 200 Flex			22		22
85 Block Plan / 225 Flex			15		15
Eagle Unlimited Plan/ 200 Flex			13	4	17
No Meal Plan Exemption			1		1
Link	14		1		15
225 Block Plan / 200 Flex			1		1
Eagle Unlimited Plan/ 200 Flex	14				14
Madison Hall	11		26	5	42
150 Block Plan / 300 Flex			8	2	10
225 Block Plan / 200 Flex			12	2	14
85 Block Plan / 225 Flex			1		1
Eagle Unlimited Plan/ 200 Flex	11		5	1	17
Mason Hall	142		2	1	145
150 Block Plan / 300 Flex			1		1
85 Block Plan / 225 Flex			1		1

Fax: (540) 654-1168 procure@umw.edu

Eagle Unlimited Plan/ 200 Flex	142			1	143
Randolph Hall	140		5		145
150 Block Plan / 300 Flex			4		4
225 Block Plan / 200 Flex			1		1
Eagle Unlimited Plan/ 200 Flex	140				140
UMW Apartments		1	313	9	323
150 Block Plan / 300 Flex			104	3	107
225 Block Plan / 200 Flex			15		15
30 Block Plan / 250 Flex Exemption			4		4
85 Block Plan / 225 Flex		1	181	3	185
Eagle Unlimited Plan/ 200 Flex			8	3	11
No Meal Plan Exemption			1		1
Virginia Hall	122		5	7	134
150 Block Plan / 300 Flex			3	2	5
225 Block Plan / 200 Flex			1	2	3
Eagle Unlimited Plan/ 200 Flex	122		1	3	126
Westmoreland Hall		1	95	2	98
150 Block Plan / 300 Flex		1	45		46
225 Block Plan / 200 Flex			27		27
85 Block Plan / 225 Flex			2		2
Eagle Unlimited Plan/ 200 Flex			21	2	23
Willard Hall	107		10	7	124
150 Block Plan / 300 Flex	1		6	4	11
225 Block Plan / 200 Flex	2		3	1	6
5 Block Plan/ 300 Flex Exemption			1		1
Eagle Unlimited Plan/ 200 Flex	104			2	106
Grand Total	551	3	1322	61	1937

ATTACHMENT B

Foodservice Pro Forma Worksheets of Income and Expense (Excel File)

An Excel based set of worksheets and pro forma to aid the Offeror in collecting, calculating and presenting their data. The Offeror shall be completely responsible for the numbers and calculations as shown on the worksheet and will ultimately be used as the basis for all financial calculations and projections associated with this proposal.

Instructions for Completing the Pro Forma Workbook

The Offeror is expected to complete the pro forma workbook provided on the included Excel file. This pro forma workbook covers a ten-year period. The workbook includes the following worksheets:

- a) Instructions
- b) Meal Plan Revenue Worksheet
- c) Retail Dining Revenue Worksheet
- d) Food Trucks Worksheet
- e) Catering, Conference and Concessions Revenue Worksheet
- f) Anytime Dining Staffing Worksheets
- g) Retail Dining Staffing Worksheets
- h) Pro Forma Worksheets

<u>Instructions</u>: Offeror is to submit their financial proposal by filling out the worksheets provided on the Excel model included with this RFP. Offeror is to enter figures into the worksheets where prompted by blue cells. All related calculations are prepared by the program. Offeror is to include a hard copy of their pro forma worksheets within their RFP submittal.

<u>Meal Plan Revenue Worksheet</u>: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

<u>Retail Revenue Worksheet</u>: Follow Blue-celled prompts. Please provide hard copy and electronic version of all necessary back-up calculations and assumptions.

<u>Anytime Dining Revenue Worksheet</u>: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

<u>Catering Revenue Worksheet</u>: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

<u>Conference Revenue Worksheet</u>: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Anytime Dining and Retail Staffing Schedules: The Staffing Schedule is to be completed based on the descriptions provided in the RFP. Foodservice job categories that should be identified include administrative, supervisory, 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 University of Mary Washington 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 Offeror's scheduling. Offeror is required to differentiate on the staffing worksheets the total staffing required for each outlet listed and catering. Offeror is required to submit detailed back-up showing their staffing load for each outlet above, and for catering.

All job positions required to staff each area must be listed on the Staffing Schedule under the proper category. According to the headings at the top of the chart, the following information is requested:

Position: Identify main category, then list job positions. <u>Each</u> employee should be included; however, employees with the same job title and hourly rate may be entered in the same line of the worksheet. Refer to example shown below:

Hourly Employees:

- i) Job Category 1
- j) Job Category 2
- k) Job Category 3

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. Place a "1" in a box to indicate each employee working for the

full hour. If the employee starts on the half hour, (i.e., 6:30 a.m. enter a 0.5 in the 6:00 a.m.

box.)

Calculate the yearly benefit cost for each area and indicate a separate total for the total Employee Benefits section of the pro forma. Please provide hard copy of all necessary back-up calculations and assumptions.

Offeror should also note that additional detailed charts, reflecting employees who work in more than one job category or functional capacity, may be requested by University of Mary Washington if additional clarity is needed.

Pro Forma worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Authorized Operating Expenses: In preparing their responses, the University has provided a list of authorized and unauthorized operating expenses that may be included in their pro forma proposals. Customary expenses, attributable <u>directly</u> to the operation of the University's foodservices, shall be paid for by the Contractor as a cost of business to be offset by revenues and reimbursed services (conference and catering foodservice). Expenses are considered to be usual foodservice net operating expenses derived after deducting trade discounts, rebates, etc. Expenses which are authorized are:

- a) Cost of food and beverages
- b) Salaries and wages
- c) Payroll taxes
- d) Employee benefits (including worker's compensation insurance)
- e) Uniforms
- f) Extermination
- g) Laundry (includes linen replacement)
- h) Paper supplies
- i) Telephone and computer/data lines provided by the University
- j) Cleaning supplies
- k) Office Supplies (e.g., postage, first aid supplies, etc.)
- I) Direct Operating Supplies (e.g., replacement of china, glass, flatware, trays, and miscellaneous kitchen wares)

- m) Administrative and General no more than 4% of total revenue (e.g., telephone, permits/licenses, credit card service fees, and others that apply only to on-site expenses)
- n) Transportation costs (previously approved by the University) involved in moving goods, equipment, and supplies between locations on campus)
- o) Cost of Subcontracted services approved by the University (e.g., service contracts, bank service)
- p) Insurance coverages specified herein
- q) Armored car service
- r) Miscellaneous pre-approved expenses such as employee recruiting and menu printing
- s) Depreciation charges for any equipment purchased by the Contractor (with prior approval from the University) and brought on site (Contractor Owned)
- t) Equipment maintenance and service contracts

Unauthorized Items of Expense: Expenses which are to be paid by the Contractor and are not to be included on Contractor's statements or used to offset revenues include but are not limited to:

- a) The expense of payroll computations and the disbursement of the payroll
- b) Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers
- c) Accounting expenses including costs of producing financial reports
- d) Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this agreement
- e) Repairs necessary as the result of the acts or omissions of the Contractor or its employees
- f) Monies or other property, lost or stolen, either on or off University premises
- g) Express delivery charges of any type, except those with prior approval by the University
- h) Inventory interest or carrying cost, except those authorized in this agreement
- i) Excessive overtime pay (limits to be determined)
- j) Legal expenses
- k) All taxes, except for payroll and property taxes
- I) Relocation expenses of any of the Contractor's employees
- m) Interest charges on any loans incurred by the Contractor, unless specifically authorized by the University
- n) Modem/T1/Internet charges and any extra telephone lines
- o) Memberships in local or national groups of any type
- p) Costs for any Contractor employee to attend seminars or conferences of any type
- q) Anything else not expressly set forth herein
- r) Travel expenses of all personnel above the Resident Director of Operations
- s) Contractor's personal use of the facilities

ATTACHMENT C

UNIVERSITY OF MARY WASHINGTON

Hosted Technology Services Addendum

VENDOR NAME:	
VENDOR PRODUCT/SOLUTION:	

This Addendum shall be included in any procurement deemed necessary requiring hosted technology services for the purpose of ensuring that the Commonwealth of Virginia and University of Mary Washington, technology standards are complied with for the duration of the agreement between the University and the Vendor.

Definitions:

- <u>Agreement:</u> The "Agreement" includes the contract, this addendum and any additional addenda and attachments to the contract, including the Contractor's Form.
- <u>University:</u> "University" or "the University" means University of Mary Washington, its trustees, officers and employees. The point of contact for the University is the contract administrator for this Agreement.
- <u>University Data:</u> "University Data" is defined as any data that the Vendor creates, obtains, accesses, transmits, maintains, uses, processes, stores or disposes of in performance of the Agreement. It includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites.
- <u>Personally Identifiable Information:</u> "Personally Identifiable Information" (PII) includes but is not limited to: Any information that directly relates to an individual and is reasonably likely to enable identification of that individual or information that is defined as PII and subject to protection by University of Mary Washington under federal or Commonwealth of Virginia law.
- <u>Security Breach:</u> "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- <u>Service(s):</u> "Service" or "Services" means any goods or services acquired by the University from the Vendor.
- Rights and License in and to University Data: The parties agree that as between them, all rights
 including all intellectual property rights in and to University Data shall remain the exclusive property of
 the University, and Contractor has a limited, nonexclusive license to use these data as provided in this
 Agreement solely for the purpose of performing its obligations hereunder.
- 2. **Nonvisual Access To Technology:** All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia. Compliance may be determined by the degree to which the product meets the recommendations described in the VPAT (Voluntary Product Accessibility Template) and/or WCAG 2.0 Level AA guidelines.

3. **Data Privacy:**

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Contractor will ensure that the Contractor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.
 - i. If the Contractor will have access to the records protected by the Family Educational Rights and Privacy Act (FERPA), Contractor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in such records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use such records only for the purpose of fulfilling its duties under this Agreement for University's and its End Users' benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

4. Data Security:

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
- b. Contractor will store and process University Data in a secure site and will provide a SAS 70, SAS 70 Type II, SSAE 16, SOC 2 or SOC 3, or other security report deemed sufficient by the University, from a third party reviewer along with annual updated security reports.
- c. Contractor will use industry-standards and up-to-date security tools, technologies and practices such as network firewalls, anti-virus, vulnerability scans, system logging, intrusion detection, 24x7 system monitoring and third-party penetration testing in providing services under this Agreement.
- d. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at AES 256 of stronger.

5. Data Authenticity, Integrity and Availability:

- a. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."
- b. Contractor will ensure backups are successfully completed at the agreed interval and that restoration capability is maintained for restoration to a point-in-time and\or to the most current backup available.
- c. Contractor will maintain an uptime of 99.99% or greater, or as negotiated and accepted by the University, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations, excluding regularly scheduled maintenance time.

d. The contractor shall abide by the terms and conditions contained within the Hosted Technology Services Addendum - Attachment C.

6. **Employee Qualifications:**

a. Contractor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.

7. Security Breach:

- a. Response. Immediately (within one day) upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. In addition to any other remedies available to the University under law or equity, when applicable to the type services being provided, Contractor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. Contractor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.

8. Requests for Data, Response to Legal Orders or Demands for Data:

- a. Except as otherwise expressly prohibited by law, Contractor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - ii. consult with the University regarding its response;
 - iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the University's request, provide the University with a copy of its response.
- b. Contractor will make itself and any employees, contractors, or agents assisting in the performance of its obligations under the Agreement, available to the University at no cost to the University based upon claimed violation of any laws relating to security and\or privacy of the data that arises out of this agreement. This shall include any data preservation or eDiscovery required by the University.
- c. The University may request and obtain access to University Data and related logs at any time for any reason and at no extra cost.

9. Data Transfer Upon Termination or Expiration:

- a. Contractor's obligations to protect University Data shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed, meaning taking actions that render data written on media unrecoverable by both ordinary and extraordinary means.
- b. Upon termination or expiration of this Agreement, Contractor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion within 30 days of termination of this Agreement. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities,

- methods, and data formats that are accessible and compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
- c. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.
- d. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

10. Audits:

- a. The University reserves the right in its sole discretion to perform audits of Contractor at no additional cost to the University to ensure compliance with the terms of this Agreement. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data, Contractor will at its expense conduct or have conducted at least annually a(n):
 - American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests Contractor's security policies, procedures and controls;
 - ii. vulnerability scan, performed by a scanner approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
 - iii. formal penetration test, performed by a process and qualified personnel approved by the University, of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.
- c. Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement.

11. Compliance:

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Contractor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health

Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA).

12. **No End User Agreements:** Any agreements or understandings, whether electronic, click through, verbal or in writing, between Contractor and University employees or other end users under this Agreement that conflict with the terms of this Agreement, including but not limited to this Addendum, shall not be valid or binding on the University or any such end users.

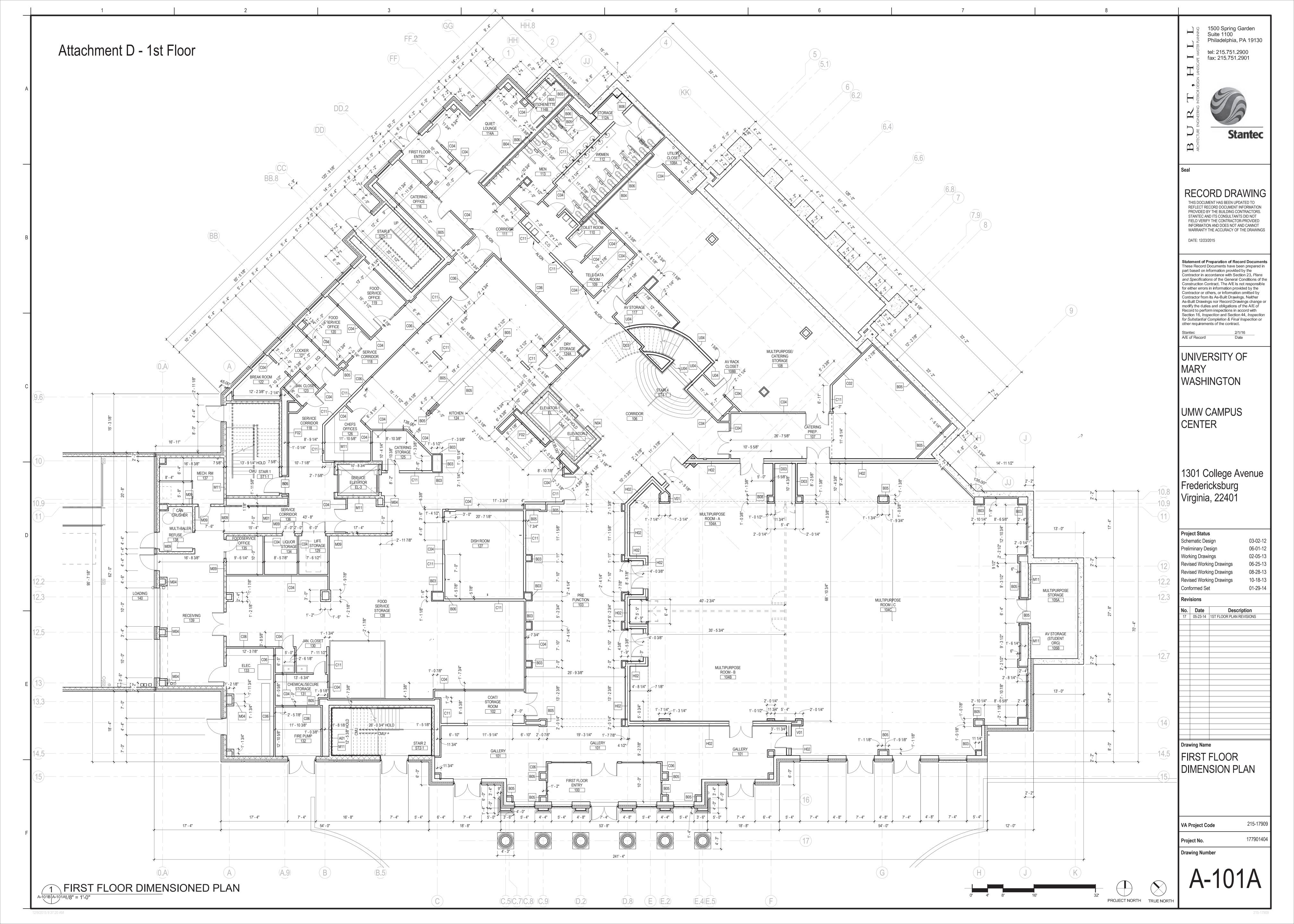
To the extent allowed by Virginia law, the University of Mary Washington will keep any information provided in a security audit report confidential to protect the integrity of the Vendor.

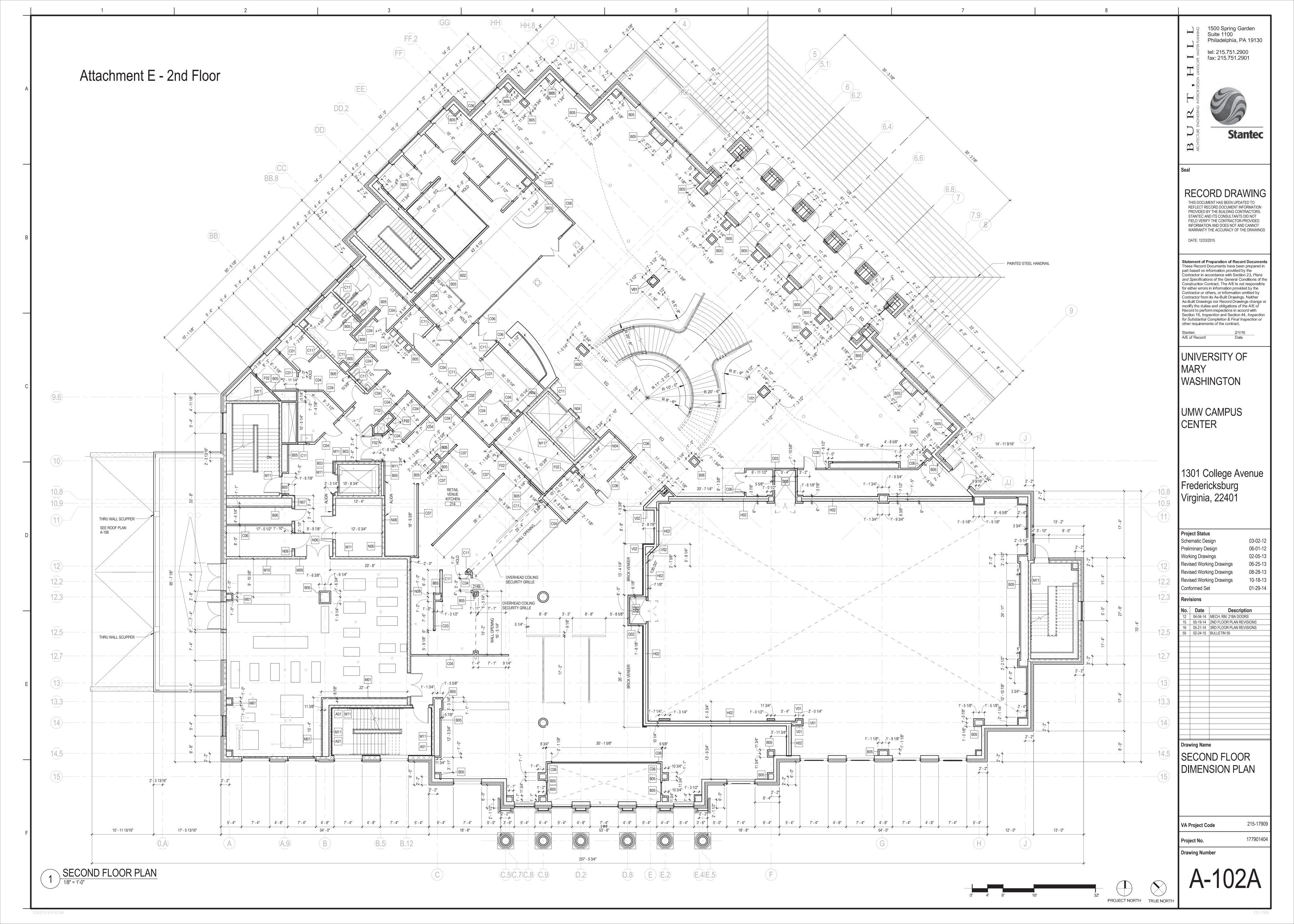
This Addendum and any other related and attached documents constitute the entire agreement between the parties and may not be waived of modified except by written agreement between the parties.

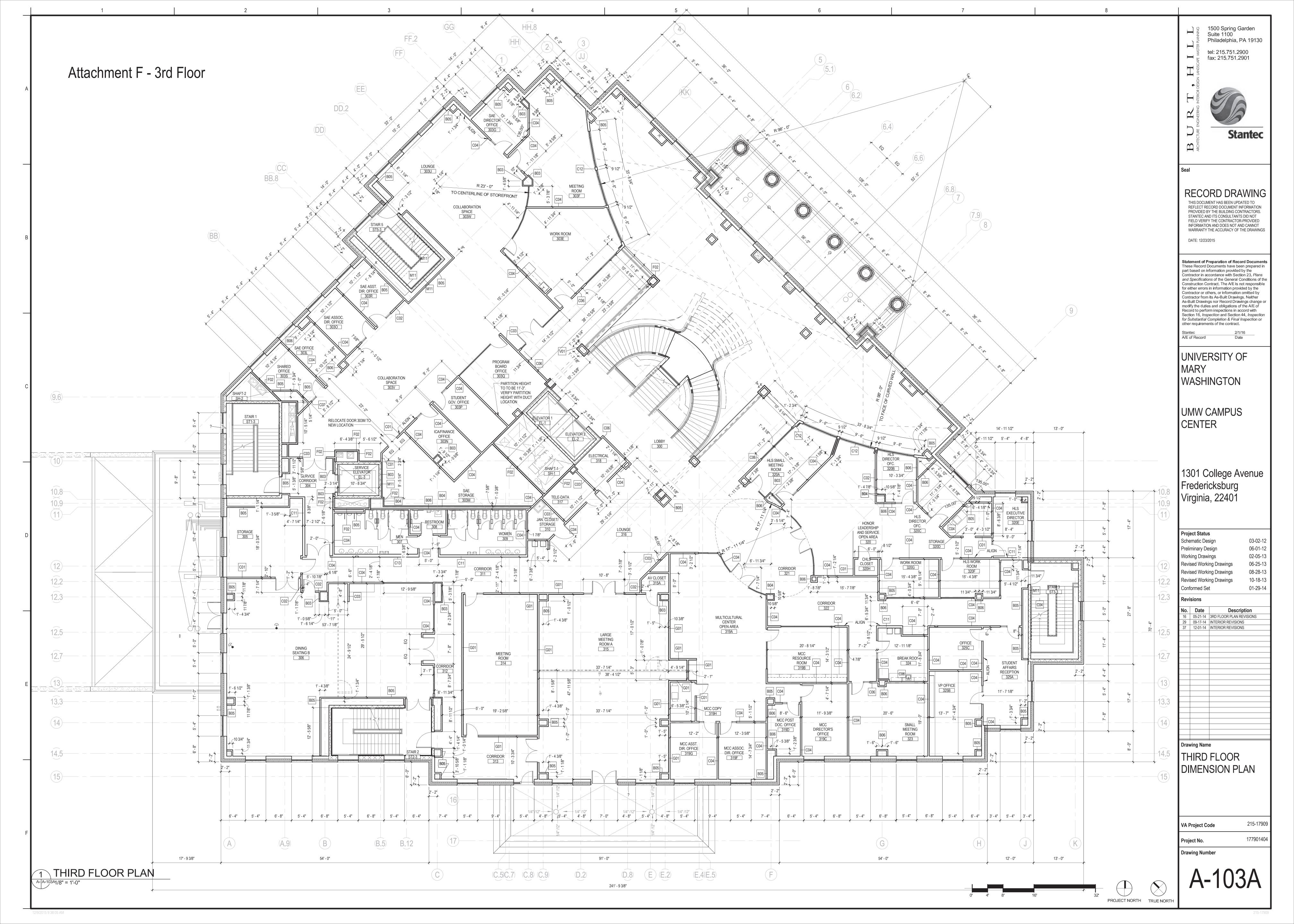
This Agency does not discriminate against faith-based organizations.

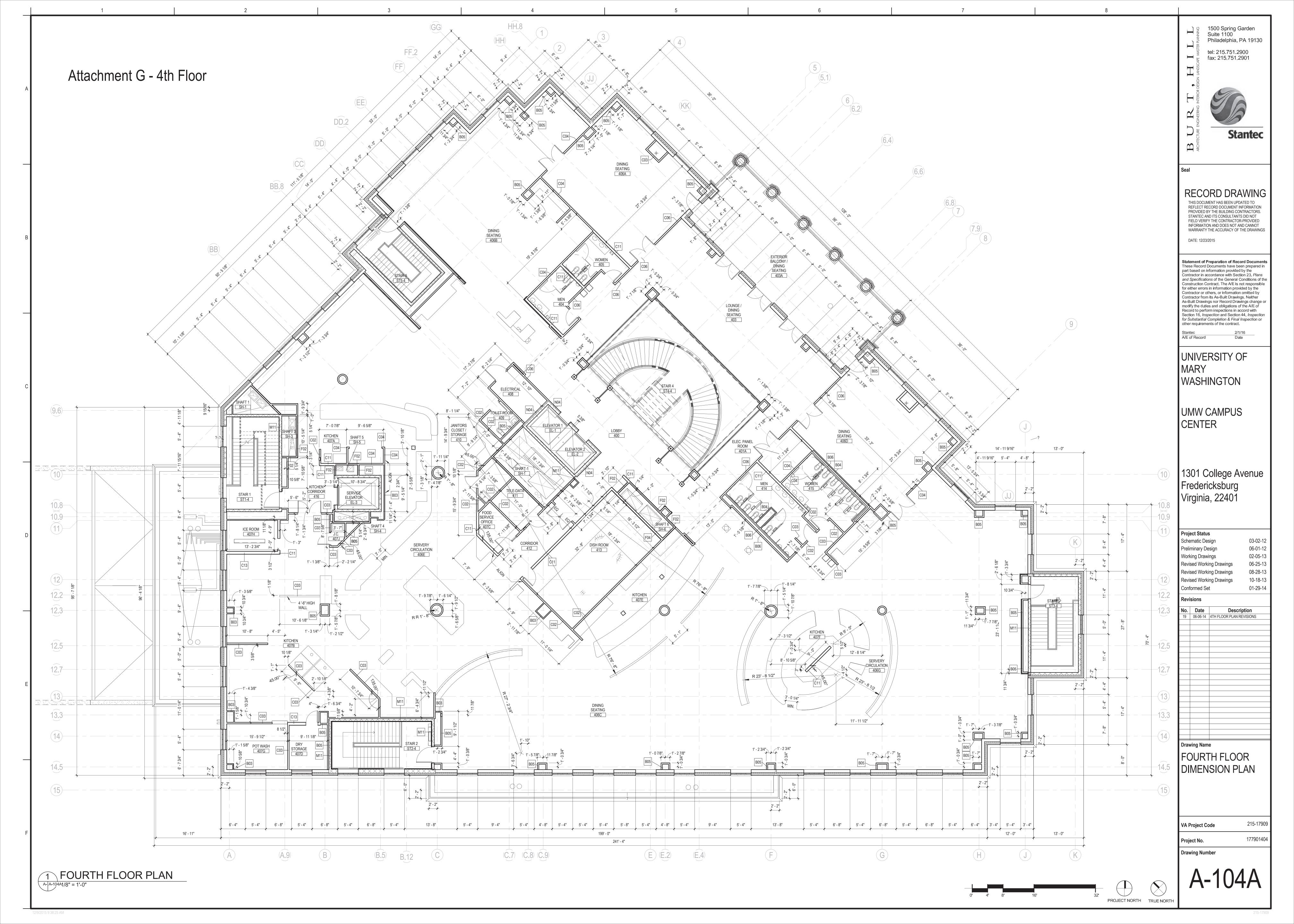
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

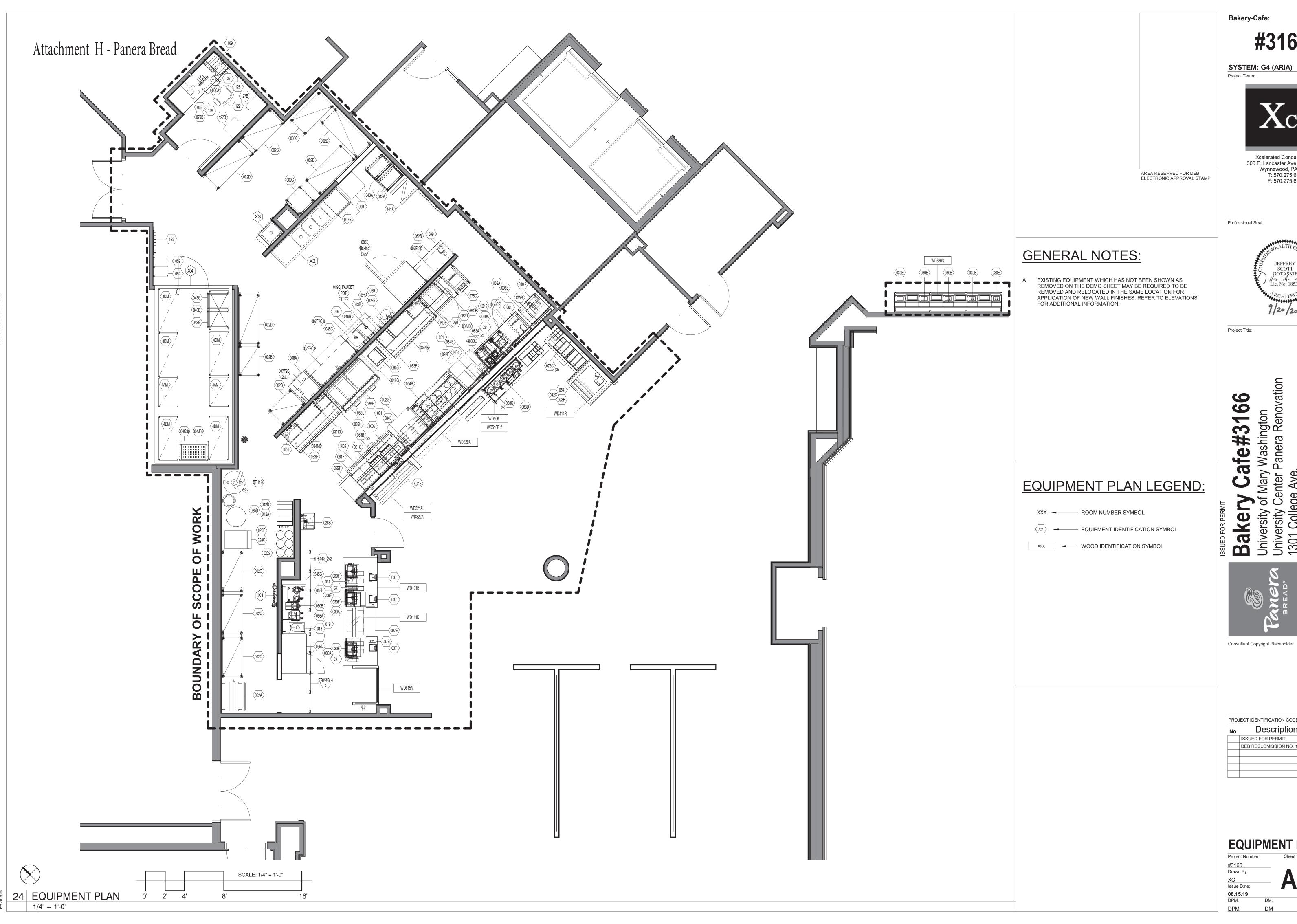
AGENCY University of Mary Washington		<u>VENDOR</u>	
	SIGNATURE:	RE:	SIGNATURE:
	PRINTED NAME:	1E:	PRINTED NAME:
	TITLE:	LE:	TITLE:
	DATE:		DATE:











#3166



Xcelerated Concepts, LLC. 300 E. Lancaster Ave., Suite 200A Wynnewood, PA 19096 T: 570.275.6130 F: 570.275.6841





No. Description Da	
	ate
ISSUED FOR PERMIT 8/15/2	2019
DEB RESUBMISSION NO. 1 09/20)/201

	WOOD/STEEL SCHEDULE						
ITEM TYPE	CODE	QTY	DESCRIPTION	LOCATION			
	070440 0 0	4	O (II O I II I TTERNI O MENU RANEL OVOTEM (4.4)	NOT PROVIDED			
ST	ST844G_2x2	1	24" SHUTTERING MENU PANEL SYSTEM (4x4)	NOT PROVIDED			
ST	ST844G_4	3	SHUTTERING MENU PANEL SYSTEM (4 PANELS)	BAKERY			
ST	ST844G_4 2	2	SHUTTERING MENU PANEL SYSTEM (4 PANELS)	BAKERY			
ST	ST844G_4x4	3	24" SHUTTERING MENU PANEL SYSTEM (4x4)	NOT PROVIDED			
WD	WD101E	1	G4 BAKERY/REGISTER/GNG COUNTER - 108"W				
WD	WD111D	1	G4 BAKERY SNEEZE GUARD				
WD	WD320A	1	G4 EXPO COUNTER	CONSOLIDATOR AREA			
WD	WD321AL	1	G4 RAPID PICK-UP UNIT - LEFT HAND	CONSOLIDATOR AREA			
WD	WD322A	1	ORDER STATUS MONITOR TRIM	CONSOLIDATOR AREA			
WD	WD414R	1	G4 REMODEL 96IN COLD BEVERAGE STATION - RIGHT HAND				
WD	WD506L	1	G4 96" HOT BEVERAGE STATION - LEFT HAND				
WD	WD510R 2	1	COFFEE DISPLAY - RIGHT HAND	HOT BAR			
WD	WD815N	1					
WD	WD830S	1	132" G4 KIOSK TABLE WITH PLANTER	AS NEEDED			

	QTY	DESCRIPTION	EQUIPN MANF.	MENT SCHE	DULE (NEV	/) SUPPLIED	INSTALLED	NOTES
	2	24IN STOR SHELVING (Z, 5 SH)	EAGLE	PAN 2424-C	24"W x 24"D x 91"H	E.S.	E.S.	В
)2C)2D	5	24IN STOR SHELVING (Z, 5 SH) 24IN STOR SHELVING (Z, 5 SH)	EAGLE EAGLE	PAN 2448-C PAN 2460-C	48"W x 24"D x 91"H 60"W x 24"D x 91"H	E.S.	E.S.	B B
M	2	COOLER/FREEZER SHELV (EP, 6 SH)	METRO	xxx	36"W x 24"D x 91"H	E.S.	E.S.	В
M 4G36	5	COOLER/FREEZER SHELV (EP, 6 SH) 36" SINGLE BRIDGE SHELF	METRO Eagle Group	PAN2436BS	54"W x 24"D x 91"H 36"W x 24"D	E.S.	E.S.	В
4J36	1	24" DUNNAGE RACK	EAGLE	DR-L2341PSM	36"W x 23"D x 14"H	E.S.	E.S.	
7E-2C 7F2C 2	1	COATED WALL SHELF - 48" (2 SH) WALL SHELF - 60" (2 SH) - 2C	EAGLE EAGLE	PAN 1848 WALL-2C PAN 1860-WALL-2C	48"W x 18"D 60"W x 18"D	E.S.	E.S.	
7F2C 2-1	1	WALL SHELF - 60" (2 SH) - 2C	EAGLE	PAN 1860-WALL-2C	60"W x 18"D	E.S.	E.S.	
7F2C 3 7J30	1	WALL SHELF - 60" (2 SH) - 2C WALL SHELF, SINGLE, UPTURNED BRACKETS -	EAGLE EAGLE	PAN 1860-WALL-2C 1830C SHELF; 18WB1C	60"W x 18"D 30"W x 18"D	E.S.	E.S. E.S.	
9	1	18" x 30" DISHRACK/SHELF	EAGLE	BRACKETS PAN DISH SHELVING-C	24"W x 24"D x 73"H	E.S.	E.S.	
9 9C	1	MOP SINK RACK SHELV (4 SH)	EAGLE	YPB-0308-00	24"W x 24"D x 92"H	E.S.	E.S.	
3B 6	2	2 COMP SINK - REDUCED SIZE (SS) ROTARY WASTE VALVE (1, 2, 3 COMP)	EAGLE GROUP FISHER	314-16-2 22446	41"W x 27.5"D x 44.5"H 4" DIA, 4.5"H	E.S. E.S.	G.C.	-
8	1	DROP-IN SINK (COFFEE)	ADVANCE TABCO	DI-1-10	10"W x 14"D x 10"H	E.S.	G.C.	
9 9A	1	FAUCET FOR COFFEE STATION FAUCET (ESPRESSO)	FISHER ZURN	3515 Z812B1-15F	8"W x 6.5"D x 12.5"T 6.5"W x 2"D x 11.9"T	E.S. C.S.	G.C.	
9B	1	FAUCET (1, 2, 3 COMP SINK)	FISHER	13269	8" CTRS/12" SPOUT	E.S.	G.C.	
9C_FAU ET POT	1	FAUCET: POT FILLER	T&S Brass and Bronze Works, Inc.	B-0594	3.125"W x 26.5625"D x 7.6875"T	E.S.	G.C.	
LER 1A	1	WALL MTD SS HANDSINK	EAGLE	HSA-10-F-LRS	17.75"W x 15.25"D	E.S.	G.C.	G, H
3F	1	ICE MACHINE (air cooled/self contained)	HOSHIZAKI	KM-515MAH	22"W x 27.375"D x 30.3"H	OWNER	G.C.	OVER #24D ICE BIN
3H	1	MODULAR CRESCENT CUBER REMOTE AIR-COOLED W/ STAINLESS STEEL	HOSHIZAKI AMERICA, INC.	KMD-860MRJ	30"W x 24 5/8"D x 28"H	OWNER	G.C.	
40	1	EVAPORATOR	HOSHIZAKI	P 200DE	22"M × 22 5"D × 46"H	OWNED	CC	
4C 5D	1	ICE STORAGE BIN WATER SOFTENER	ELGE	B-300PF -	22"W x 32.5"D x 46"H 16"DIA x 72.85"H & 24.5"DIA	OWNER ELGE	G.C.	-
7F	1	UNDERCOUNTER DISHMACHINE	ECOLAB	NOT PROVIDED	x 50.5"H 24"W x 25"D x 33.75"H	NOT	NOT	NOT PROVIDED
	1					PROVIDED	PROVIDED	INOVIDED
3B	2	TORK ELEVATION MATIC HAND TOWEL ROLL DISPENSER	TORK ELEVATION	5510202	14 83/128"H X 13 51/256"W X 8 13/128"D			
)	2	SOAP DISPENSER	ECOLAB	92633825	4"W x 4"D x 8"H	ECOLAB	ECOLAB	
2	1	POS REGISTER W/ COMPACT CASH DRAWER	NCR	POS RealPOS 72XRT	REGISTER - 14.5"W x 10.5"D x 14.5"H DRAWER -	NCR	NCR	
) A	2	CACH DROP BOY	AMCEC	TD0640 4 W/ 4505005	16.2"W x 16.3"D x 4.3"H	E C	0.0	
0A 0E	5	CASH DROP BOX KIOSK TABLET W/ SURFACE MOUNTED CASE	AMSEC APPLE & LILITAB	TB0610-1 W/ 4505095 IPAD	6"W x 10"D x 6"H 12.47"W x 1"D x 8.98"H	E.S. OWNER	G.C. OWNER	
0F	3	POS REGISTER W/ COMPACT CASH DRAWER	NCR	POS RealPOS 72XR7	REGISTER - 15.45"W x	NCR	NCR	
					11.75"D x 13.35"H; DRAWER (IF APPLICABLE)			
1	6	PRINTER	EPSON/MICROS	TM-T88	- 16.2"W x 16.3"D x 4.3"H 5.71"W x 7.68"D x 5.83"H	MICROS	MICROS	
2A	1	PRINTER/FAX/COPIER MACHINE	BROTHER	MFC-7340	16.9"W x 15.6"D x 12"H	NCR	NCR	
5 7	3	MANAGER PC AND PRINTER CREDIT CARD READER	HP Verifone	EVO D510 MX925	- 8.6"W x 9.1"D x 2.2"H	NCR OWNER	NCR OWNER	
7B	1	GIFT CARD READER	VERIFONE	VX 520	3.07"W x 8""D x 3.43"H	OWNER	OWNER	
0B 2A	1	DOUGH COOLER - BRIDGE SHELF BAG-N-BOX	Eagle Group MBS	PANBRIDGE AR-10-2W-GLIDE	48"W x 24"D x 86"H 32"W x 19"D x 61"H	E.S. PEPSI	E.S. PEPSI	
2A 2C	1	CARBONATOR	CORNELIUS	1624	12"W x 9"D x 10.5"H	PEPSI	PEPSI	
2D	8	BAG N BOX PUMP	SHURFLO	PB8-SF	5.7"W x 3.8"D x 7.9"H	PEPSI	PEPSI	
3A 3G	2	OVEN RACKS (10 PAN CAPACITY) PULL THAW RACKS (20 PAN CAPACITY)	NATIONAL CART NEW AGE INDUSTRIAL	AL-2610-BORC-TS 1331	28.5"W x 18"D x 73"H 20.375"W x 69.75"H x 26"D	OWNER OWNER	OWNER OWNER	-
5C	1	SS TABLE (60")	Eagle Group	T3060SB-BS	60"W X 30"D X 34.5"H	E.S.	E.S.	A, (1)L
2A	1	DUAL THICKNESS BREAD SLICER	OLIVER	758-N	38.25"W x 29.75"D x 54.25"H	E.S.	E.S.	
3F	2	72" SANDWICH PREP TABLE	RANDELL	8368NM-PANERA	72"W x 34"D x 48"H	E.S.	E.S.	-
3L 4	1	60" MAIN TOPPING UNIT SODA/ICE DISP. (8HD)	RANDELL CORNELIUS	11360PR-PANERA IDC255 #621057438	60"W x 38"D x 36"H 30"W x 33.125"D x 40"H	E.S. PEPSI	E.S. PEPSI	-
55CR	1	U.C. 1 DR REFRIGERATOR	TRUE MANUFACTURING	TUC-27 W/RH DR	27.5"W x 30"D x 33.25"H	E.S.	E.S.	0
5D	1	WORKTOP 2 DR REFRIGERATOR	TRUE FOOD SERVICE EQUIPMENT, INC.	TWT-48	48.3"W X 30.1"D X 39.7"H	E.S.	E.S.	O, P
55T	1	REFRIGERATED SALAD CRISPER	SILVER KING	SKSD		E.S.	E.S.	NOT PROVIDED
6A 8C	5	TEA BREWER COFFEE INSULATED CONTAINER	WILBUR CURTIS FETCO	TCTS10631 LED-15	12.75"W x 20.75"D x 34"H 9"W x 13.5"D x 23"H	E.S.	G.C.	-
8F	1	TWIN COFFEE BREWER	WILBUR CURTIS	G4TP1T19A3131	18"W x 16.625"D x 28"H	E.S.	G.C.	-
8H 9	2	1 GAL. COFFEE URN EMPLOYEE LOCKER	WILBUR CURTIS KELMAX	TXSG01 EL-6-18 PUTTY	12.375"X9.125"X13.625" 12"W x 18"D x 82"H	E.S.	G.C. E.S.	0
0B	1	WHOLE BEAN COFFEE GRINDER	BUNN	MHG SST	9.4"W x 18.6"D x 29.1"H	E.S.	E.S.	
1 2B	1	ESSPRESSO MACHINE (AUTOMATIC) ARTISAN BAKER'S TABLE	Franke Coffee Systems JOHN BOOS	EVOLUTION 2-STEP SMS02	13"W x 24"D x 31"H 48"W x 24"D x 34.75"H	OWNER E.S	OWNER E.S.	-
3B	2	HYBIRD CONVECTION OVEN	PANASONIC	NE-17523	16.625" x 20"D x 13.18"H	PANASONIC	E.S.	
3D	1	MICROWAVE COMMERCIAL GRADE, 1550 WATTS, DIAL CONTROL	SHARP	R-21LCFS	20.5" x 16.0"D x 12.125"H	OWNER	E.S.	
4B	1	14 WELL, LEFT HAND DRY CHANNEL HIGH	DUKE	HCSS-LH (LEFT HAND)	66"W x 33.125"D x 40"H	E.S.	E.S.	
8A	1	CAPACITY SOUP STATION SOUP RETHERMALIZER	ELKAY FOODSERVICE	RTB-14-SL-OPB	26 1/8"W x 30 1/8"D x 34"H	E.S.	G.C.	
5C	1	TOAST-QWIK ELECTRIC CONVEYOR TOASTERS	HATCO	TQ3-900H	14.7"W x 20.62"D x 17.13"H		G.C.	
6C	2	SIMPLICITY BUBBLER - 3 BOWL	CRATHCO BY GMCW	CS-3L-16	20.4"W X 17.7"D X 29"H	E.S.	E.S.	
9B	1	SAFE	NOT PROVIDED	NOT PROVIDED	?"W x ?"D x ?"H	E.S.	E.S.	NOT DDOUBER
)A 1F	1	2 DRAWER FILE CABINET 72" SALAD PREP TABLE	OFFICE DEPOT RANDELL	Black 450029 8368NM-PANERA	15"W x 26.5"D x 28.375"H 72"W X 37"D X 48"H	OWNER E.S.	OWNER E.S.	NOT PROVIDED E,P
1G	1	SALAD COOLER CONDIMENT TOPPER	RANDELL	#4 SHERCO	72"W X 17.992"D X 6.625"H	E.S.	G.C.	
2D 3A	2	BAGEL SABER BLENDER	PRINCE CASTLE VITAMIX	970-A SERIES 03066	7"W x 10.75"W x 3.5"H 8.5"W x 10"D x 18"H (24.5"H	E.S.	E.S.	
					WITH LID OPENED)			
4N5 4S	2	MODIFIED BREAD SHELF W/ TOASTER TRAY Custom printer shelf	RANDELL Eagle Group	4SHEBREAD-72-PANERA.5 YPB-WS-0003-00	72"W x 16.25"D x 22.125"H 7"W X 10"D X 6"H	E.S.	G.C.	
5B	1	EGG STATION	ROUND UP	ES-600	16.6"W x 18.4"D x 7.25"H	ROUNDUP	E.S.	-
5H 9	2	TURBOCHEF DOUBLE BATCH OVEN SCALE	TURBOCHEF NOT PROVIDED (TAYLOR)	HHD-9500-21 TE10FT/TE32FT	31.7"D x 27.7"W x 23.2"H 10.5"W x 7.5"D	E.S. NOT	E.S. NOT	NOT PROVIDED
			,			PROVIDED	PROVIDED	
2F 2G	1	LH CONSOLIDATOR TABLE WITH UTENSIL RAIL RH CONSOLIDATOR TABLE WITH UTENSIL	EAGLE EAGLE	YPB-0174-00 YPB-0174-00	36"W x 36"D x 43.5"H 36"W x 36"D x 43.5"H	E.S.	E.S.	NOT PROVIDED NOT PROVIDED
	1	RAIL						
5E 7E	1	CATERING STATION - 30" OASIS SELF-SERVICE REFRIGERATOR UNDER	EAGLE Structural Concepts	YPB-0194-00 CO3324R-UC	30"W x 30"D x 72"H 36.25"L x 32.375"D x	E.S.	E.S.	-
	1	POS GNG COUNTER; SELF CONTAINED AM PRODUCTION TABLE	Eagle Group	YPB-T3460-0012-00	33.75"H 60"W x 34"D x 68"H	E.S.	E.S.	_
	1	DIGITAL INTERNET RECEIVER/AMP	DMX	PROFUSION-X W/ WALL	22.3"W x 22.5"D x 16.8"H	OWNER	OWNER	
3		OFFICE CHAIR	-	CABINET	-	OWNER	OWNER	
3	1	EMPLOYEE COAT RACK	EDWARD DON	E3	30"W x .75"D x 4"H	S.W.	S.W.	
2	1		HON	4022 WMRR818	21.5"W x 10.25"D	S.W.	S.W. OWNER	-
3 9 2 3 5	1 1 1 1 1	KEYBOARD DRAWER	BACKMANI	A A IAIIJLZO 10	19.4"W x 18"D x 17.8"H 20.11"W X 18.24"D x 24.8"H	OWNER	OVVINEK	<u> -</u>
8 9 2 3 5 7	1 1 1 1 2	KEYBOARD DRAWER EQUIPMENT SHELF WALL-MOUNT OPEN FRAME RACK	RACKMAN TRIPP-LITE	SRWO8U22	20.11 W X 10.21 B X 2 1.0 11	1140		
8 9 2 3 5 7 7B	1 1 1 1 2 1 1	EQUIPMENT SHELF WALL-MOUNT OPEN FRAME RACK 13" CCTV MONITOR	TRIPP-LITE VIEWSONIC	VA503B	13.2"W x 13.7"D x 5.8"H	UAS	UAS	
8 9 2 3 5 7 7 B	1 1 1 1 2 1	EQUIPMENT SHELF WALL-MOUNT OPEN FRAME RACK	TRIPP-LITE			UAS	UAS	
8 9 2 3 5 7 7 7B 8 8A	1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	EQUIPMENT SHELF WALL-MOUNT OPEN FRAME RACK 13" CCTV MONITOR CCTV CONTROL PROCESSOR 72" LH ESPRESSO BAR	TRIPP-LITE VIEWSONIC HONEYWELL EAGLE	VA503B RAPID EYE MULTI MEDIA VERSION 6.2 YPB-0B3072-0007-00	13.2"W x 13.7"D x 5.8"H 17.3"W x 18.8"D x 5.23"H 72"W x 30"D x 35.3125"H	UAS E.S.	UAS E.S.	
8 9 2 3 5 7 7B 8 8 8A	1 1 1 1 2 1 1 1	EQUIPMENT SHELF WALL-MOUNT OPEN FRAME RACK 13" CCTV MONITOR CCTV CONTROL PROCESSOR	TRIPP-LITE VIEWSONIC HONEYWELL	VA503B RAPID EYE MULTI MEDIA VERSION 6.2	13.2"W x 13.7"D x 5.8"H 17.3"W x 18.8"D x 5.23"H	UAS	UAS	-
8 9 2 3 5 7 7B 8 8 8A 3DL 5C	1 1 1 2 1 1 1	EQUIPMENT SHELF WALL-MOUNT OPEN FRAME RACK 13" CCTV MONITOR CCTV CONTROL PROCESSOR 72" LH ESPRESSO BAR NON-TRADITIONAL WORK-TOP CONSOLIDATOR CABINET (60") WATER HEATER	TRIPP-LITE VIEWSONIC HONEYWELL EAGLE Eagle Group N/A	VA503B RAPID EYE MULTI MEDIA VERSION 6.2 YPB-OB3072-0007-00 YPB-CBH3060-001-00	13.2"W x 13.7"D x 5.8"H 17.3"W x 18.8"D x 5.23"H 72"W x 30"D x 35.3125"H 60"W x 30"D x 40"H 27.75"D x 55.5"H	UAS E.S. E.S.	UAS E.S. E.S.	- N/A
3 2 3 5 7 7B 8 8 8A 3DL 5C H120	1 1 1 2 1 1 1 1 1	EQUIPMENT SHELF WALL-MOUNT OPEN FRAME RACK 13" CCTV MONITOR CCTV CONTROL PROCESSOR 72" LH ESPRESSO BAR NON-TRADITIONAL WORK-TOP CONSOLIDATOR CABINET (60") WATER HEATER ROPE MONITER	TRIPP-LITE VIEWSONIC HONEYWELL EAGLE Eagle Group N/A LG	VA503B RAPID EYE MULTI MEDIA VERSION 6.2 YPB-OB3072-0007-00 YPB-CBH3060-001-00 N/A 23MB35PM-B	13.2"W x 13.7"D x 5.8"H 17.3"W x 18.8"D x 5.23"H 72"W x 30"D x 35.3125"H 60"W x 30"D x 40"H 27.75"D x 55.5"H 21.6"W x 2.4"D x 13.2"H	E.S. E.S. N/A OWNER	E.S. E.S. N/A OWNER	
8 9 2 3 5 7 7B 8 8 8A 3DL	1 1 1 1 2 1 1 1 1 1 1	EQUIPMENT SHELF WALL-MOUNT OPEN FRAME RACK 13" CCTV MONITOR CCTV CONTROL PROCESSOR 72" LH ESPRESSO BAR NON-TRADITIONAL WORK-TOP CONSOLIDATOR CABINET (60") WATER HEATER	TRIPP-LITE VIEWSONIC HONEYWELL EAGLE Eagle Group N/A LG NEC	VA503B RAPID EYE MULTI MEDIA VERSION 6.2 YPB-OB3072-0007-00 YPB-CBH3060-001-00	13.2"W x 13.7"D x 5.8"H 17.3"W x 18.8"D x 5.23"H 72"W x 30"D x 35.3125"H 60"W x 30"D x 40"H 27.75"D x 55.5"H	UAS E.S. E.S.	UAS E.S. E.S.	- N/A C C
3 9 2 3 5 7 7B 3 3 A BDL 5C H120 VS 2 3 4	1 1 1 1 2 1 1 1 1 1 1 1 1	EQUIPMENT SHELF WALL-MOUNT OPEN FRAME RACK 13" CCTV MONITOR CCTV CONTROL PROCESSOR 72" LH ESPRESSO BAR NON-TRADITIONAL WORK-TOP CONSOLIDATOR CABINET (60") WATER HEATER ROPE MONITER KDS SALAD STN MONITOR KDS MAIN CONSOLIDATOR MONITOR KDS TO GO CONSOLIDATOR MONITOR	TRIPP-LITE VIEWSONIC HONEYWELL EAGLE Eagle Group N/A LG NEC LG LG	VA503B RAPID EYE MULTI MEDIA VERSION 6.2 YPB-OB3072-0007-00 YPB-CBH3060-001-00 N/A 23MB35PM-B EA232WMI-BK 23MB35PM-B 23MB35PM-B	13.2"W x 13.7"D x 5.8"H 17.3"W x 18.8"D x 5.23"H 72"W x 30"D x 35.3125"H 60"W x 30"D x 40"H 27.75"D x 55.5"H 21.6"W x 2.4"D x 13.2"H 21.6"W x 2.4"D x 13.2"H 21.6"W x 2.4"D x 13.2"H	E.S. E.S. N/A OWNER EXISTING OWNER OWNER	UAS E.S. E.S. N/A OWNER G.C. OWNER OWNER	C C C
3 9 2 3 5 7 7B 3 3BA 3BDL 5C H120 VS 2	1 1 1 1 2 1 1 1 1 1 1 1 1 1	EQUIPMENT SHELF WALL-MOUNT OPEN FRAME RACK 13" CCTV MONITOR CCTV CONTROL PROCESSOR 72" LH ESPRESSO BAR NON-TRADITIONAL WORK-TOP CONSOLIDATOR CABINET (60") WATER HEATER ROPE MONITER KDS SALAD STN MONITOR KDS MAIN CONSOLIDATOR MONITOR	TRIPP-LITE VIEWSONIC HONEYWELL EAGLE Eagle Group N/A LG NEC LG	VA503B RAPID EYE MULTI MEDIA VERSION 6.2 YPB-OB3072-0007-00 YPB-CBH3060-001-00 N/A 23MB35PM-B EA232WMI-BK 23MB35PM-B	13.2"W x 13.7"D x 5.8"H 17.3"W x 18.8"D x 5.23"H 72"W x 30"D x 35.3125"H 60"W x 30"D x 40"H 27.75"D x 55.5"H 21.6"W x 2.4"D x 13.2"H 21.6"W x 2.4"D x 13.2"H	E.S. E.S. N/A OWNER EXISTING OWNER	UAS E.S. E.S. N/A OWNER G.C. OWNER	C C

Bakery-Cafe:

SYSTEM: G4 (ARIA)



AREA RESERVED FOR DEB ELECTRONIC APPROVAL STAMP

GENERAL NOTES:

- A. ONLY ITEMS WITH QUANTITY NUMBERS LISTED ARE INCLUDED IN THIS SCOPE OF WORK.
- B. STAINLESS STEEL WORK TABLES WITH DROP-IN SINKS ARE TO BE INSTALLED BY THE GC. ESPRESSO SINK INSTALLED BY CASEWORK VENDOR.
- C. G.C. TO COORDINATE THE DELIVERY & INSTALLATION OF ALL EQUIPMENT TO BE SUPPLIED AND/OR INSTALLED BY OTHERS. D. EQUIPMENT LISTED IN 'EQUIPMENT SCHEDULE (NEW)' IS NEW,
- TO BE PROVIDED AND INSTALLED AS INDICATED E. EQUIPMENT LISTED IN 'EQUIPMENT SCHEDULE (RELO)' IS EXISTING ON SITE WHICH IS TO BE REMOVED, STORED AND RELOCATED AS INICATED ON THE PLANS AND ELEVATIONS. RELOCATED EQUIPMENT IS NOTED WITH A "RELO" ADJACENT THE EQUIPMENT TAG ON THE DEMOLITION PLAN, EQUIPMENT PLAN, AND INTERIOR ELEVATIONS.

KEYED NOTES-EQUIP.SCHED.

PLASTIC LAMINATE DESK TOP CLEATED TO WALLS.INSTALL (2) 2"

SINGLE SHELF SUPPORTS W/ SINGLE DIRECT WALL MTS

EQUIPMENT TO HAVE 4" CASTERS W/ 2 LOCKING EQUIPMENT TO HAVE (2) 5M & (2) 5MB CASTERS

EQUIPMENT TO HAVE 6" CASTERS W/ 2 LOCKING

DIAMETER GROMMET HOLES FOR ELEC WIRES.

WALL MOUNTED

NOT USED

NOT USED

FURNISH W/ RAILS (4) SIDES

CUT OUT FOR DROP-IN SINK FURNISHED W/ STAND

EQUIPMENT TO HAVE 3" CASTERS FURNISH W/ RICHLITE CUTTING BOARD EQUIPMENT TO BE SECURED TO WALL

25' DRAFT INDUCER W/ MOTOR 100' DRAFT INDUCER W/ MOTOR U EQUIPMENT TO BE BOLTED TO FLOOR.

EQUIPMENT TO HAVE 5" CASTERS FURNISH W/ SIDE SPLASHES SINK IS FURNISHED W/ FAUCET.

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ABBREVIATIONS

В	BOWL
C.S.	CASEWORK SUPPLIER
D	DEPTH
E.S.	EQUIPMENT SUPPLIER
EP.	EPOXY FINISH
F.S.	FURNITURE SUPPLIER
G.C.	GENERAL CONTRACTOR
H.	HEIGHT
S.S.	STAINLESS STEEL
S.W.	SMALL WARES
SH.	SHELF
W	WIDTH
Z	ZINC COATED

PROJECT IDENTIFICATION CODE: 215-A9215-013

No.	Description	Date
	ISSUED FOR PERMIT	8/15/2019
	DEB RESUBMISSION NO. 1	09/20/2019

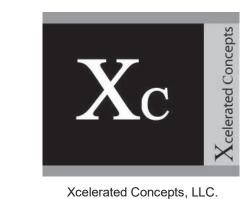
EQUIPMENT SCHEDULES

Project Number	:	Sheet Number:
#3166 Drawn By: Author		Δ701
Issue Date:		$\Lambda I V I$
08.15.19		
DPM:	DM:	CPM:
DPM	DM	CPM

Bakery-Cafe:

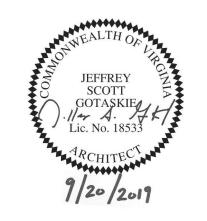
#3166

SYSTEM: G4 (ARIA)



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Professional Seal:



Project Title:

Project Title:

#3166 ington

University of Mary Washington University Center Panera Renovation 1301 College Ave. University Center, 2nd Floor Fredericksburg, VA 22401 PROJECT IDENTIFICATION CODE: 215-A9215-013

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PROJECT IDENTIFICATION CODE: 215-A9215-0				
No.	Description		Date	
	ISSUED FOR PERMIT		8/15/2019	
	DEB RESUBMISSION NO. 1		09/20/2019	

FOODSERVICE EQUIPMENT UTILITY SCHEDULE

Project Number:

#3166
Drawn By:
Author
Issue Date:

Sheet Number:

A 70

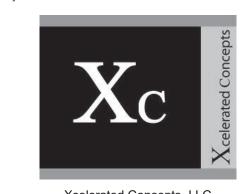
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DM: CPM:
DM CPM

O = OWNER V= VENDOR GC = GENERAL CONTRACTOR KEC = KITCHEN EQUIP. CONTRACTOR

#3166

SYSTEM: G4 (ARIA)

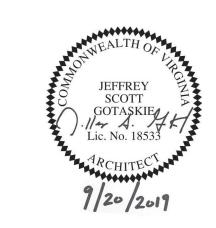
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ary Washington er Panera Renovation ter, 2nd Floor I, VA 22401

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ISSUED FOR PERMIT 8/15/20		Description	
DED DESCRIPTION AND A	No.	Description	Date
DEB RESUBMISSION NO. 1 09/20/2		ISSUED FOR PERMIT	8/15/20
		DEB RESUBMISSION NO. 1	09/20/2

FOODSERVICE EQUIPMENT UTILITY SCHEDULE

Drawn By:

EQUIPMENT SCHEDULE DIRECT DRA AFF (IN) DIRECT DR. SIZE (IN) INDIR DRA SIZE (IN) HOT WATER SIZE (IN) COLD WATER AFF (IN) HOT WATER AFF (IN) ELECTRICAL REMARKS EQUIPMENT REMARKS PLUMBING REMARKS NO QTY EQUIPMENT CATEGORY 48 PROVIDE EMPTY JB FOR DATA LINE 109 I DIGITAL INTERNET RECEIVER/AMP 120 1 2.0 0.1 X 5-15P 122 I OFFICE CHAIR I EMPLOYEE COAT RACK 125 I KEYBOARD DRAWER 127 I EQUIPMENT SHELF 127B 2 WALL-MOUNT OPEN FRAME RACK 128 120 1 5.0 0.3 I 13" CCTV MONITOR X 5-15P 48 PROVIDE EMPTY JB FOR DATA LINE 72 PROVIDE EMPTY JB FOR DATA LINE I CCTV CONTROL PROCESSOR 120 1 10.0 1.2 403DL I 72" LH ESPRESSO BAR 1-1/2 TO FS I NON-TRADITIONAL WORK-TOP CONSOLIDATOR CAB. BTHI20 I WATER HEATER * CONFIRM UTILITIES * CONFIRM UTILITIES **CWS** * CONFIRM UTILITIES I ROPE MONITOR * CONFIRM UTILITIES KDI I KDS SALAD STN MONITOR 120 1 5.0 0.3 X 5-15P 74 PROVIDE EMPTY JB FOR DATA LINE KD2 I KDS SALAD STN MONITOR 120 1 5.0 0.3 X 5-15P 74 PROVIDE EMPTY JB FOR DATA LINE 120 KD3 I KDS MAIN CONSOLIDATOR MONITOR 1 5.0 0.3 X 5-15P 74 PROVIDE EMPTY JB FOR DATA LINE 120 1 5.0 0.3 KD4 I KDS TO GO CONSOLIDATOR MONITOR X 5-15P 74 PROVIDE EMPTY JB FOR DATA LINE KD5 I KDS TO GO SANDWICH STN MONITOR 120 1 5.0 0.3 X 5-15P 66 PROVIDE EMPTY JB FOR DATA LINE KD12 I KDS DT ESPRESSO STN MONITOR 120 1 5.0 0.3 X 5-15P 74 PROVIDE EMPTY JB FOR DATA LINE KD13 I KDS PANINI MONITOR 120 78 PROVIDE EMPTY JB FOR DATA LINE 1 5.0 0.3 X 5-15P I KDS ORDER STATUS MONITOR (PORTRAIT) 120 I 5.0 0.3 62 PROVIDE EMPTY JB FOR DATA LINE I WATER FILTER EXISTING TO REMAIN I THREE-COMPARTMENT SINK X3 I MOP SINK EXISTING TO REMAIN

O = OWNER V= VENDOR GC = GENERAL CONTRACTOR KEC = KITCHEN EQUIP. CONTRACTOR

EXISTING TO REMAIN

X4 I WALK-IN REFRIG/FREEZER

Bakery-Cafe:

SYSTEM: G4 (ARIA)



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ALL SWITCHES, CONDUIT, MOTORS STARTERS, JUNCTION BOXES, DISCONNECTS ETC. REQUIRED FOR THE FOOD SERVICE EXHAUST AND MAKE UP AIR FAN PACKAGES. THIS WORK SHALL INCLUDE ANY REQUIRED INTER-WIRING BETWEEN COMPONENTS AND WITH ALL BUILDING FIRE ALARM AND/OR SAFETY SYSTEM. ALL MATERIAL AND WORKMANSHIP TO BE IN COMPLIANCE WITH ALL NATIONAL, STATE AND LOCAL CODES APPLICABLE. NOTE: ALL EXHAUST AND MAKE UP AIR FAN SWITCHES TO BE LOCATED AS 99

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ELECTRONIC APPROVAL STAMP

SHOWN ON ELECTRICAL ENGINEER'S DRAWINGS. POWER TO EACH OF THESE AREAS IS BY THE BASE PROJECT ELECTRICAL CONTRACTOR. CONTROL WIRING BETWEEN THESE AREAS TO OPERATE THEM PER CODE REQUIREMENTS IS WITHIN THE SAME ELECTRICAL CONTRACTOR'S SCOPE

b) ALL SWITCHES, MOTORS STARTERS, JUNCTION BOXES, DISCONNECTS ETC. REQUIRED FOR ALL SELF-CONTAINED AND/OR REMOTE REFRIGERATION SYSTEMS INCLUDING BUT NOT LIMITED TO WALK IN COOLER AND/OR FREEZER CONDENSING UNITS AND BLOWER COILS, ICE MAKERS, AND REFRIGERATED CABINETS. THIS WORK SHALL INCLUDE ANY REQUIRED CONTROL WIRING OR INTER-WIRING BETWEEN COMPONENTS AND WITH ALL BUILDING FIRE ALARM AND/OR SAFETY SYSTEM. ALL MATERIAL AND WORKMANSHIP TO BE IN COMPLIANCE WITH ALL NATIONAL, STATE AND LOCAL CODES APPLICABLE.

c) ALL SWITCHES, COVER PLATES, JUNCTION BOXES, CONDUITS ETC. THAT ARE NOT FURNISHED AS STANDARD WITH A MANUFACTURER'S PIECE OF EQUIPMENT.

d) ALL SWITCHES, RECEPTACLES, COVER PLATES, IUNCTION BOXES, CONDUITS ETC. AS REQUIRED TO PROVIDE THE ELECTRICAL REQUIREMENTS IDENTIFIED ON THE CONTRACT DOCUMENTS FOR EACH INDIVIDUAL PIECE OF CUSTOM FABRICATED EQUIPMENT INCLUDING BUT NOT LIMITED TO SERVICE AREA COUNTERS, BACK-UP STATIONS, WORK TABLES, DISH TABLES, SEATING AREAS, ETC.

e) ALL REQUIRED DISCONNECTS AND OR DEVICES FOR FOOD SERVICE EQUIPMENT, INCLUDING BUT NOT LIMITED TO DISH MACHINES, HOT WATER BOOSTER HEATERS, 480 VOLT RATED EQUIPMENT, ETC. THE DISCONNECTS SHALL BE ACCESSIBLE AND LOCATED AS SHOWN ON THE ELECTRICAL ENGINEER'S PLANS. THIS WORK SHALL INCLUDE ANY REQUIRED INTER-WIRING BETWEEN COMPONENTS AND WITH ALL BUILDING FIRE ALARM AND/OR SAFETY SYSTEM. ALL MATERIAL AND WORKMANSHIP TO BE IN COMPLIANCE WITH ALL NATIONAL, STATE AND LOCAL CODES APPLICABLE.

f) ALL REQUIRED SHUNT TRIP BREAKERS OR CONTACTORS IN CONJUNCTION WITH FIRE PROTECTION SYSTEMS FOR THE FIRE/FUEL SHUT-OFF OF ELECTRICAL EQUIPMENT UNDER THE EXHAUST HOODS PER NFPA #17 AND 96.

ELECTRICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, WIRING, ELECTRICAL COMPONENTS AND INSTALLATION INCLUDING INTER-WIRING AS REQUIRED

a) ALL DISPOSERS, SOLENOID VALVES AND CONTROL PANELS TO PROVIDE A FULLY OPERATIONAL SYSTEM.

b) ALL REMOTE DISHMACHINE/BOOSTER HEATER COMPONENTS INCLUDING BUT NOT LIMITED TO TABLE LIMIT SWITCHES, DETERGENT, DISCONNECTS, ETC

c) ALL EXHAUST HOODS AND FIRE PROTECTION SYSTEMS INCLUDING BUT NOT LIMITED TO FIRE CONTROL PANELS, EXHAUST HOOD CONTROL PANEL, CONTROL PANELS FOR EXHAUST AND SUPPLY MAGNETIC FAN STARTERS, APPLICABLE UTILITY DISTRIBUTION SYSTEMS, FIRE/FUEL SHUT-OFF, GAS SOLENOID VALVES, AND ALL BUILDING FIRE ALARM AND/OR SAFETY SYSTEMS, EXHAUST HOOD LIGHTS AND FAN SWITCHES.

d) ELECTRICAL REQUIREMENT FOR FIRE PROTECTION: GAS SOLENOID AND/OR SHUNT TRIP BREAKERS AND/OR FLOW CONTROL ALARM SWITCHES (FOR WET WATER SYSTEMS) TO BE WIRED THRU LIFE SAFETY SYSTEM BY ELECTRICAL CONTRACTOR. ALL MATERIAL AND WORKMANSHIP TO BE IN COMPLIANCE WITH ALL NATIONAL, STATE AND LOCAL CODES

e) ALL APPLICABLE UTILITY DISTRIBUTION SYSTEMS AND ASSOCIATED EQUIPMENT INCLUDING BUT NOT LIMITED TO CONTROL PANELS AND INSTALLATION OF MANUFACTURER'S SUPPLIED CONNECTORS TO AND BETWEEN THE EQUIPMENT AND DISTRIBUTION SYSTEM. PROVIDE ALL REQUIRED INTER-WIRING BETWEEN UTILITY DISTRIBUTION SYSTEM, EXHAUST HOODS, FAN PACKAGES, AND FIRE PROTECTION SYSTEMS INCLUDING ALL INTER-WIRING TO BUILDING FIRE ALARM AND/OR SAFETY SYSTEMS. ALL MATERIAL AND WORKMANSHIP TO BE IN COMPLIANCE WITH ALL NATIONAL, STATE AND LOCAL CODES APPLICABLE.

f) ALL INTERCONNECTIONS BETWEEN SECTIONS AND/OR COMPONENTS OF FOOD SERVICE EQUIPMENT INCLUDING BUT NOT LIMITED TO SERVICE COUNTERS, WALK-IN COOLERS AND FREEZERS, ICE MACHINES, MULTIPLE HOOD SECTIONS, ETC. 10. ELECTRICAL CONTRACTOR SHALL INSTALL ALL CONDUITS, WIRING FOR WALK-IN

REFRIGERATION AND/OR FREEZER LIGHTS, TEMPERATURE/THERMOMETER ALARMS, DOOR SWITCHES, DOOR FRAME HEATERS AND HEATED RELIEF PORTS. CONDUIT SHOULD BE RUN ON EXTERIOR TOP OF WALK-INS.

11. ELECTRICAL CONTRACTOR SHALL INSTALL AND INTER-WIRE ALL ADDITIONAL LIGHT FIXTURES SHIPPED LOOSE FOR THE WALK-IN COOLERS/ FREEZERS SECTIONS AS SPECIFIED AND INDICATED ON PLANS. ALL WIRING SHALL BE RUN UNEXPOSED ON THE EXTERIOR OF THE WALK-IN BOX AND SHALL BE INTER-WIRED WITH THE JUNCTION BOX AND LIGHT SWITCH PROVIDED AS A PART OF THE WALK-IN DOOR PANEL. ELECTRICAL CONTRACTOR SHALL INSTALL ALL ADDITIONAL LIGHTS IN WALK-IN REFRIGERATOR/FREEZERS AS SPECIFIED. FIXTURES TO BE VAPORPROOF, AND SURFACE MOUNTED TYPE LIGHT FIXTURES. ALL HORIZONTAL WIRING FOR BOXES SHALL BE RUN ON EXTERIOR OF THE BOX WITH PENETRATIONS SEALED TIGHT.

12. ELECTRICIANS SHALL SEAL OFF ALL FITTINGS FOR ANY ELECTRICAL PENETRATION IN REFRIGERATOR/FREEZERS WALK-IN BOX AFTER WIRES ARE PULLED, ALL FITTINGS SHOULD BE SEALED WITH APPROPRIATE MATERIALS (SILICONE, FOAM, RUBBER GASKETS OR ANOTHER MATERIAL ALLOWABLE BY CODE).

13. THE ELECTRICAL CONTRACTÓR SHALL PROVIDE, INSTALL AND INTER-WIRE ALL ELECTRICAL CONNECTIONS FOR FAN AND LIGHT SWITCHES TO THE EXHAUST HOODS.

14. ELECTRICAL CONTRACTOR IS TO PROVIDE NEMA RATED CAPS AND CORDS FOR ALL NONSTANDARD ITEMS AND SHORTEN OR LENGTHEN ANY CORDS AS REQUIRED, (BROILERS, FRYERS, TOASTERS, ETC.). 15. ELECTRICAL CONTRÁCTOR TO PROVIDE ALL SWITCHES, STARTERS, DISCONNECTS, ETC.

FOR ALL EQUIPMENT UNLESS NOTED OTHERWISE. ALL DISCONNECTS OR LOCK-OUT DEVICES, STARTERS, ETC. TO MEET N.E.C. AND O.S.H.A. STANDARDS. 16. ALL RECEPTACLES SHALL BE GROUNDED PER N.E.C. AND O.S.H.A. AND TO HAVE GROUND

FAULT CIRCUIT INTERRUPTOR (GFCI). FOR STATIONARY AND/OR LARGE EQUIPMENT THAT IS NOT EASILY MOVED, THE CONTRACTOR SHALL PROVIDE A GFCI BREAKER.

17. ELECTRICAL CONTRACTOR TO PROVIDE CONTROL WIRING AND ELECTRICAL SERVICE FOR REMOTE REFRIGERATION SYSTEMS FOR WALK-IN BOXES AND/OR ICE MACHINES.

COORDINATE LOCATION FOR SERVICE WITH ELECTRICAL ENGINEER. 18. ELECTRICAL CONTRACTOR TO PROVIDE WRAP AROUND HEATER CABLE ON ALL EVAPORATOR DRAIN LINES IN WALK-IN FREEZERS. 19. WHEN OUTLETS ARE INDICATED, IT WILL BE ASSUMED THAT ATTACHED CORD AND PLUG IS STANDARD WITH EQUIPMENT UNLESS NOTED OTHERWISE. ANY EQUIPMENT THAT COMES

FURNISHED WITH A CORD AND PLUG SET SHALL BE INSTALLED IN THE FIELD BY THE ELECTRICAL CONTRACTOR. 20. JUNCTION BOXES BETWEEN ADJACENT EXHAUST HOOD SECTIONS TO BE FIELD WIRED TOGETHER BY ELECTRICAL CONTRACTOR TO REMOTE SWITCH AT +54" (LIGHTS ONLY).

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No.	Description	Date
	ISSUED FOR PERMIT	8/15/2019
	DEB RESUBMISSION NO. 1	09/20/2019

FOODSERVICE EQUIPMENT ELECTRICAL PLAN

Project Number: Drawn By: <u>Author</u>

Issue Date: 08.15.19 DPM:

Bakery-Cafe:

#3166

SYSTEM: G4 (ARIA)

Xcelerated Concepts, LLC. 300 E. Lancaster Ave., Suite 200A Wynnewood, PA 19096 T: 570.275.6130 F: 570.275.6841

Professional Seal:

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ELECTRONIC APPROVAL STAMP



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Washington Panera Renovation #3

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PROJECT IDENTIFICATION CODE: 215-A9215-013

Description ISSUED FOR PERMIT 8/15/2019 DEB RESUBMISSION NO. 1

FOODSERVICE EQUIPMENT PLUMBING PLAN

Project Number: Drawn By: Issue Date: 08.15.19 DPM: