



STATE OF NORTH CAROLINA

North Carolina A&T State University

Request for Proposal #: 59-P2390

Dining Services Management

Date of Issue: 9/16/2024

Proposal Opening Date: 10/28/2024

At 3:00 p.m. ET

Direct all inquiries concerning this RFP to:

Martinique “Nikki” Williams

Director of Procurement Services

Email: mcwilli2@ncat.edu



STATE OF NORTH CAROLINA

Request for Proposal

59-P2390

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Electronic responses ONLY will be accepted for this solicitation through the Bonfire Portal

STATE OF NORTH CAROLINA North Carolina A&T State University

Refer <u>ALL</u> Inquiries regarding this RFP to: Nikki Williams mcwilli2@ncat.edu	Request for Proposal #: 59-P2390
	Proposals will be publicly opened: October 28, 2024, at 3:00 p.m. ET Commodity No. and Description:

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Proposal Number: 59-P2390

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty **120 days** from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of **North Carolina A&T State University**)

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1.0 INTRODUCTION

A. BACKGROUND

Established in 1890, North Carolina Agricultural and Technical State University ('N.C. A&T') is a high-research activity, land-grant university. This University is known as a successful education center and economic catalyst serving not only this state, but the nation. With students drawn from nearly every state in America, and six continents around the world, its educational impact is as broad and deep as any university in the Southeastern United States. Because of its academic programs and related strengths, N.C. A&T often leads rankings as the top-rated historically black university (HBCU) in North Carolina and/or the United States. As a result of the highly effective educational experience at N.C. A&T, it also ranks among the nation's top 50 universities in social mobility, graduating students into careers that truly transform their lives, their family's circumstances, and their communities. The University's size and quality are a potent combination for institutional success and delivering social-justice impact. It has been the largest HBCU for seven consecutive years and is the leading HBCU STEM institution. N.C. A&T produces more African-American engineers and agricultural scientists than any university in the nation and are home to the top public HBCU business school in the country. N.C. A&T's diverse entering classes consistently include more African-American students than the top 10 national research universities in U.S. News & World Report combined, as well as large populations of first-generation-in-college and low-income students.

Approximately 5,900 students live in on campus residential housing and participate in the dining program, providing an opportunity to foster the sense of community. Another approximate 1,500,000 students have purchased meal plans and dine in the two residential dining halls and 13 retail locations. Dining Services also provides for summer dining operations that include the campus community involved in summer classes, the University's vibrant Conferences Services and first year student orientation that brings over 6,000 students and parents to campus. Dining Services serves meals to approximately 7,800 students, faculty, staff, and visitors daily.

N.C. A&T has grown substantially over the past decade in enrollment, in academic programming and in research capabilities, adding four new centers of excellence in the 2023 alone. Its relentless implementation of a visionary strategic plan will see the expansion to an enrollment of more than 15,500 by 2030, add important facilities like the \$90 million Engineering Research and Innovation Center due to open in 2025 and a new 450-bed residence hall and grow our research program through expansion of strategic partnerships with a broad range of federal agencies and private concerns. The Strategic Plan is available for download.

The principles that guide actions and commitment to N.C. A&T are:

- **Responsibility.** We hold ourselves accountable to the highest standards of performance for the success of the university.
- **Excellence.** We demonstrate high quality and attention to detail in all our endeavors.
- **Integrity.** We uphold moral character and unwavering ethical behavior.
- **Inclusiveness.** We commit to diversity and demonstrate inclusiveness as we work together for the advancement of the university and the world.
- **Learning.** We cultivate a culture of intellectual inquiry, personal growth, and achievement.

The Aggie Experience is the root of its organizational culture – a culture of excellence. This experience requires that they apply their core values in advancing the university, and that they serve, treat, and teach others with respect and excellence. It demands that they use feedback for continuous improvement in business processes, implement best practices in our work throughout our university and measure our efficacy in the range of strategies and tactics required to meet our standard of excellence.

B. PURPOSE

1. SCOPE

N.C. A&T is seeking a Dining Services supplier ("Supplier") to manage its Dining Services Program, comprised of the following services:

- i. Residential Dining Services
- ii. Retail Dining Services
- iii. Catering Services including at Athletic Catering
- iv. Summer Conferences/Camps

- v. Athletic Dining – Training Table/Band Training Table
- vi. Provision of alcohol service as required in conjunction with the above.
- vii. The following services are excluded from this RFP request:
 - Beverage and Snack Vending
 - Athletic Concessions
- viii. See the Exhibit E: Scope of Work (“SOW”) for additional information on the specific services required.

2. PARTNERSHIP AND PRIORITIES

N.C. A&T seeks a company that will act as a true strategic and operational partner in ensuring that the Dining Services Program fully aligns with the University’s needs, culture, and standards of excellence. Following are N.C. A&T’s key aspirations and priorities for the Program (in no particular order):

- i. **Enhancing Residential Dining:** Develop strategies to improve residential dining experiences and reduce reliance on to-go orders.
- ii. **Expanding Late-Night Dining Options:** Introduce additional late-night dining options to better serve students' needs.
- iii. **Diverse and Customizable Menu Options:** Incorporate authentic, ethnic, and customizable menu items to reflect the diversity of the student body.
- iv. **Student Feedback and Inclusivity:** Establish regular feedback mechanisms and foster a welcoming, inclusive dining environment for all students.
- v. **Live Dining Map Integration:** Implement a live dining map that provides real-time information on dining locations, distances, and wait times.
- vi. **Mobile Ordering and Delivery Services:** Introduce mobile order pick-up and delivery services for greater convenience.
- vii. **Seamless Transaction Technology:** Utilize advanced technology to streamline ordering, payment, and delivery processes.
- viii. **Community Engagement:** Explore innovative ways to include local restaurants and food trucks in campus dining options.
- ix. **Comprehensive Marketing Strategy:** Ensure that the University’s dining story is accurately and compellingly reflected in all marketing efforts.
- x. **Alignment with University Mission:** Ensure all services and initiatives align with the core mission of the University.
- xi. **Sustainability Initiatives:** Develop a comprehensive sustainability plan that includes reusable to-go containers and other eco-friendly practices.
- xii. **Health and Wellness Offerings:** Provide consistent access to vegan, vegetarian, plant-based, and organic meals across all dining services.
- xiii. **Staff Retention and Training Programs:** Implement creative strategies to retain staff and prioritize professional development with a focus on excellent customer service.
- xiv. **Extended Dining Hours:** Expand dining hours for both residential and retail dining, including creative dining solutions for students on campus during break periods.
- xv. **Continuous Improvement through Audits and KPIs:** Regularly conduct audits and track key performance indicators, with the expectation of achieving a Health Department score of 95 or above.
- xvi. **Renovation and New Dining Concepts:** Invest in the renovation of Williams Dining Hall and the development of new retail dining concepts.
- xvii. **Innovative Meal Plans:** Introduce new meal plans in FY26 that enhance value perception for students, faculty, and the surrounding community.
- xviii. **Management of Commission and Accrual Funds:** Ensure responsible management of funds to support sustainability initiatives, innovation, and necessary repairs.

3. N.C. A&T intends to work collaboratively with the successful Supplier to create a performance-based arrangement that drives continuous improvement and holds the Supplier accountable to achieve excellence in all areas.
4. The desired financial model is documented in **Exhibit E: Scope of Work**.
5. The intent of this solicitation is to award an Agency Term Contract.

C. CONTRACT TERM

The Contract shall have an initial term of **ten years (10)**, beginning on the date of contract execution (the "Effective Date"). The Supplier shall begin commencement of operations on July 1, 2025.

At the end of the Contract's initial term, the University shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions. The University will give the Supplier written notice of its intent to exercise each option no later than ninety (90) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Supplier's concurrence, the University reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Supplier's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Suppliers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Suppliers have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The University will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
RFP Release	University	Monday, September 16, 2024
Intent to Attend Site Visit Form Due	Supplier	Tuesday, September 24, 2024 at 12:00 p.m. ET
Mandatory Pre-Proposal Meeting/Site Visit	University	Friday, October 4, 2024 at 9:00 a.m. ET
Supplier Written Questions Due (Bonfire)	Supplier	Friday, October 11, 2024 at 12:00 p.m. ET
Intent to Bid Notification (Bonfire)	Supplier	Monday, October 14, 2024 at 12:00 p.m. ET
University Response to Written Questions	University	Friday, October 18, 2024
Submit Proposal Response Due (Bonfire)	Supplier	Monday, October 28, 2024 at 3:00 p.m. ET
Notification for Presentations and Candidate Interviews of Finalist	University	Monday, November 18, 2024
Candidate Management Resumes Due	Supplier	Friday, November 22, 2024 at 12:00 p.m. ET
Finalist Presentations and Management Candidate Interviews (On-Site)	Supplier	December 2-4, 2024 (Times to be determined)
Supplier Location Site Visits	University	January – February 2025
Contract Negotiations and Approval	University	February – April 2025
Provisional Award Notification	University	April 2025
Contract Award and Execution	University	May – June 2025
Commencement of Operations	Supplier	July 1, 2025

2.5 MANDATORY SITE VISIT / PRE-PROPOSAL CONFERENCE

N.C. A&T will conduct a site tour of campus and its Dining Services Program locations at the date and time noted in the Timeline. Attendance is mandatory and is open to only five (5) participants per Supplier. Supplier must complete the “**Intent to Attend Site Visit Form**” with the information requested on the form and submit it to mcwilli2@ncat.edu by the date and time specified above. Suppliers should enter “RFP #59-P2390: Intent to Attend Site Visit” as the subject for the email to mcwilli2@ncat.edu. During the site visit, the Supplier is responsible to perform due diligence in understanding the operational capabilities of the facilities. Please note that the tour will be Supplier’s only opportunity to observe and understand the back-of-house areas associated with the Dining Services Program.

Mandatory Site Visit / Pre-Proposal Conference

Date: Friday, October 4, 2024
Time: 9:00 a.m. Eastern Time
Location: North Carolina A&T State University
 Williams Dining Hall (in the Chancellor’s Dining Room)
 1601 E. Market Street
 Greensboro, N.C. 27411
Contact #: (336) 334-7555

The campus map is available at this [link](#).

Parking Information: Suppliers may park in the Obermeyer Parking Deck. It is \$1.00 per hour with a maximum of \$8.00 per day. Williams Dining Hall is a short distance from the Parking Deck.

Instructions: It shall be MANDATORY that a representative from each Supplier be present for the pre-proposal site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective Supplier represented on the sign in sheet. **LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED.** Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN SUPPLIER'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for all prospective Suppliers to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Suppliers must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Supplier would recognize as affecting the work called for or implied by this RFP.

Suppliers are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP.

2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Suppliers may have questions to clarify or interpret the RFP to submit the best proposal possible. To accommodate the Proposal Questions process, Suppliers shall submit any such questions by the "Supplier Written Questions Due" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum. N.C. A&T strongly encourages suppliers to read all RFP Package information prior to submitting questions and will make note of suppliers that ask questions already answered in RFP documents. At N.C. A&T 's discretion, questions of a similar nature may be combined into a common question for a response.

Written questions shall submitted through the Bonfire Portal on Public Q&A Board by the date and time specified above. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Supplier Question
RFP Section, Page Number	Supplier question ...?

Questions received prior to the submission deadline date, the University's response, and any additional terms deemed necessary will be posted in the form of an addendum to *the electronic Supplier Portal (eVP)*, <https://evp.nc.gov>, and to Bonfire, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Suppliers shall rely *only* on written material contained in the RFP and an addendum to this RFP.

The University shall respond to all questions by 5:00 p.m. ET on October 18, 2024.

2.7 PROPOSAL SUBMITTAL – BONFIRE PORTAL

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed proposal physically in Bonfire by the specified time and date of opening. This is an absolute requirement. Bonfire will not allow the response to be submitted after the specified date and time.

All proposal responses shall be submitted electronically at Bonfire using the link below. WE WILL NOT ACCEPT PAPER RESPONSES.

<https://ncat.bonfirehub.com/portal/?tab=openOpportunities>

- For Technical Information Contact: Bonfire Support by 1-800-354-8010 Ext. 2 Support by phone and email is available Monday – Friday from 8:00 AM – 8:00 PM ET.
- Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.
- Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the State's IPS website for any Addenda that may be posted regarding this solicitation.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Supplier may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Supplier warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and

proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Supplier does not provide a redacted version of the proposal with its proposal submission, the University may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Supplier's proposal(s). Suppliers are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Suppliers responding to this RFP periodically check the State's eVP website or Bonfire for any Addenda that may be issued prior to the bid opening date. All Suppliers shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.8 PROPOSAL CONTENTS

2.8.1 Proposal submittals must provide a straightforward, concise description of methodology and approach to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with enough detail to allow for accurate evaluation and comparative analysis.

2.8.2 Page limitations are required as noted in the Proposal Submittal Requirements section. One page shall be considered one side of a standard 8.5" x 11" sheet of paper.

2.8.3 Supplier RFP responses shall include the following items, appendices, and attachments, which shall be uploaded to the Bonfire Portal.

a) **EXECUTION PAGES** - Completed and signed version **along with the body of the RFP**.

b) **ADDENDA** - Signed Addenda released in conjunction with this RFP.

c) **EXECUTIVE SUMMARY – Maximum Length: 5 Pages**

- i. Provide an Executive Summary of your proposal. The Executive Summary should touch on all components of your proposal and highlight those features that you believe best demonstrate the advantages of selecting your firm for this contract.
- ii. Provide a High-Level Roadmap for Years 1 & 2 of your proposed Dining Services Program. In a graphic format highlight key initiatives for the Dining Services Program by implementation year.

d) **PARTNERSHIP - Maximum Length: 15 Pages**

e) **PROGRAM – Maximum Length: 50 Pages**

f) **MANAGEMENT AND STAFFING – Maximum Length: 5 Pages**

g) **SUPPLEMENTAL PROGRAM INFORMATION – (No Page Limit)**

h) **ATTACHMENT 1: LOCATION OF WORKERS UTILIZED BY SUPPLIER**

i) **ATTACHMENT 2: HUB SUPPLEMENTAL SUPPLIER INFORMATION**

j) **ATTACHMENT 3: CUSTOMER REFERENCE FORM**

k) **ATTACHMENT 4: SUPPLIER STAFFING PLAN**

l) **ATTACHMENT 5: SUPPLIER FINANCIAL PROPOSAL**

m) **ATTACHMENT 6: PROPOSED EXCEPTIONS**

n) **ATTACHMENT 7: ALTERNATE PROPOSAL – Submit only if the supplier is proposing an alternative to the base proposal.**

2.9 ALTERNATE PROPOSALS

a) In addition to submission of a base proposal that addresses the requirements of this RFP, Supplier may submit one alternate proposal that offers added value to N.C. A&T. If an alternate proposal is submitted Supplier is required to submit the following:

- i) Provide narrative describing the differences between Supplier's base proposal and alternate proposal (provide as a separate PDF document from the base proposal)

- ii) Attachment 5: Supplier Financial Proposal for the alternate proposal.
- b) Clearly label these documents as “Alternate.” Alternate proposals will be considered by N.C. A&T but may not be included in the scoring of Supplier proposals.
- c) Unless provided otherwise in this RFP, Supplier may submit an alternate proposal for various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: “Alternate Proposal #59-P2390 and Supplier’s Name”. The proposal must be for a specific Services and must include specific pricing. The alternate proposal must be complete and independent of the base proposal offered.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the University shall use to award contracts, as supplemented by the additional criteria herein. The Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest. All qualified proposals will be evaluated, and awards will be made to the Supplier(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a **single Supplier**, the University reserves the right to make separate awards to different Suppliers for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Supplier, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Suppliers entitled COMMUNICATIONS BY SUPPLIERS.

Each Supplier submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Supplier’s proposal or qualifications, the content of another Supplier’s proposal, another Supplier’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Supplier not in compliance with this provision shall be disqualified from evaluation and award. A Supplier’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

3.3.1 The University will conduct a One-Step evaluation of Proposals:

- a) A group of individuals have been selected to participate and evaluate the proposals. This group will be referenced as the Evaluation Committee.

- b) Proposals will be received according to the method stated in the Proposal Submittal Section above.
- c) All proposals must be received by the University via Bonfire not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Suppliers are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.
- d) At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Supplier will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. **If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Supplier's pricing position.**

3.3.2 Evaluation Process. The evaluation process will be conducted in four phases. The University deems each phase important in the selection and award of a contract. We encourage suppliers to review the information presented in the RFP to address any questions during as outlined in the RFP Schedule.

- a. **Phase 1: Requirements.** This phase is to ensure the supplier meets the minimum requirements to perform the scope of work outlined in the RFP response. The supplier's response shall be reviewed for a pass /fail award. A supplier must meet six (6) of the eight (8) requirements to move to Phase 2 of the evaluation process.
- b. **Phase 2: Technical and Financial Proposals.**
 - i. **Technical Proposals.** During this phase, the members of the Technical Evaluation Group will individually review the supplier response proposals that passed in Phase 1. The responses will be evaluated based on criteria outlined below in the **Technical Proposal table**.
 - ii. **Financial Proposals.** The Finance Evaluation Group will review the requested financial information submitted by the supplier. Points will be awarded based on the Finance formula outlined below in Section 3.4. The proposal that best benefits the university for the initial contact period, and any potential subsequent years of the contract.

The evaluation groups will select based on results of the evaluation reviews the supplier(s) that will be invited to participate in Phase 3 of the process. Suppliers invited to this phase of the process will be considered as finalists.

c. Phase 3: Presentations and Candidate Interviews.

i. Supplier Presentations

- 1. If selected, the supplier must submit "best candidate" resumes for each of the following Onsite Management positions:
 - i) General Manager (GM) or Resident District Manager (RDM) or Vice President of Operations (VPO)
 - ii) Executive Chef
 - iii) Catering Director
 - iv) Marketing Director
- 2. Resumes are due as referenced in the Timeline. These candidates will be interviewed by N.C. A&T as part of Supplier's Finalist Presentation.
- 3. Finalist Presentations will occur as referenced in the RFP Schedule. Each finalist will be notified of their assigned date, timeslot via email, and specific instructions will be also provided.
- 4. The format of the Finalist Presentations will be as follows:

- a. Supplier Vision for N.C. A&T Dining (45 minutes including presentation and Q&A). The information must address:
 - i. Partnership and Program. Clearly articulate the advantages and benefits of your company and proposed program and the alignment with N.C. A&T's aspirations, objectives and standards
 - ii. Management. Discuss your proposed governance and management structure for the account, including your Onsite Management candidates and why they are a good fit for N.C. A&T
- b. N.C. A&T led Question and Answers (45 minutes)
- c. Menu Tasting (5-min transition; 45 minutes)
 - i. Presentation and tasting of sample menus is a required component of the Presentations.
 - ii. Supplier will be provided an hour prior to the presentations to set-up the room based on sit-down catered lunch or buffet lunch format.
 - iii. The high-end menu should include samples of hors d'oeuvres, salad, main course, and dessert. No alcohol is permitted.
 - iv. More specific instructions will be provided upon notification of being selected to present.
- d. Wrap up and Next Steps (10 minutes)
- ii. **Candidate Interviews** (5-min transition; 45 minutes). These interviews will be privately conducted by a sub-committee of the selection committee at N.C. A&T.
 - (1) GM, RDM or VPO
 - (2) Executive Chef
 - (3) Catering Director
 - (4) Marketing Director

d) Phase 4: Supplier Site Visits and Reference Feedback

N.C. A&T will conduct supplier client references and make unannounced visits to client reference accounts or other accounts not on this list. Supplier is to provide at least three (3) references, ideally for programs of similar scope and/or features to N.C. A&T's Dining Services Program. Reference lists should be uploaded as an attachment (Attachment 3) via Bonfire and due as referenced in the RFP Schedule.

- 3.3.3** The University reserves the right to negotiate with one or more suppliers, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Supplier to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.
- 3.3.4** Upon completion of the evaluation process, the University will make award(s) based on the evaluation and post the award(s) to the State's eVP website and Bonfire under the RFP number for this solicitation. Award of a Contract to one Supplier does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal deemed most advantageous and represented the best value to the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

3.4.1 Phase 1: Requirements – Pass/Fail

Criteria	Description	Maximum Available Points
Requirements	<ul style="list-style-type: none"> • Current Operations • Separate Program Management 	Pass/Fail

	<ul style="list-style-type: none"> • Financial Resources • Management Office Locations • Ongoing Employee Training • Operation Policies and Procedures • Student Life Skills Training 	
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3.4.2 Phase 2: Technical Proposal- Maximum Available Points -210

Technical Criteria	Description	Maximum Available Points
Overall	Overall quality and fit of supplier.	5
Partnership	<ul style="list-style-type: none"> • Strategy • Innovation • Growth Strategy • HUB Partnership • Why N.C A&T? 	10
Program	<ul style="list-style-type: none"> • Company Information • Culinary Approach and Product Sourcing • Innovation and strategy for Residential Dining, Retail Dining, and Catering, Athletic and Band Training Table, Conferences and Camps. • Proposed initiatives: Meal Plans, Customer Feedback, Marketing, Wellness, Technology, and Sustainability • Uniqueness of campus community reflected in program offerings • Food Safety, Quality, Variety, and Authenticity • Key Performance Indicators • Completeness of Supplemental Information 	50
Management and Staffing Plan	<ul style="list-style-type: none"> • Staffing Plan • Demonstrated application of regional/corporate resources at university level • Leadership and other intangible qualities 	30
Exceptions	<ul style="list-style-type: none"> • Minimal number and complexity of proposed exceptions to N.C. A&T provisions 	10
Transition Plan	<ul style="list-style-type: none"> • Process and risk mitigation strategy 	5
Interviews	Resumes and interview of each of the following: <ul style="list-style-type: none"> • General Manager (GM) and/or Resident District Manager (RDM) or Vice President of Operations (VPO) • Executive Chef • Catering Director • Marketing Director 	25
Presentation – Finalists –	<ul style="list-style-type: none"> • Partnership and Program • Management 	25

	<ul style="list-style-type: none"> • Overall quality • Ability to answer all questions and professionalism 	
Menu Tasting	<ul style="list-style-type: none"> • Display – The visual appeal of the placement, color, texture, shape, freshness, etc. • Taste – Flavor 	10
Site Visit	<ul style="list-style-type: none"> • Variety • Cleanliness, merchandising • Customer Engagement, Staff & Management • Overall professionalism • Communication 	25
References	<ul style="list-style-type: none"> • Management and Staffing • Meal Plan Variety • Student/Faculty/Staff Feedback • Marketing • Professionalism, flexibility, listening and responsiveness • Continuous improvement mindset • Partnership 	15

3.4.3 Phase 2: Financial – Maximum Available Points - 40

Financial Criteria	Description	Maximum Available Points
Financials	<ul style="list-style-type: none"> • Proposed financial model • Start-up costs and buyback terms • Investment and buyback terms (if applicable) • Contributions and donations • Accuracy and comprehensiveness of pro forma operating projections supported by a financial analysis demonstrating that Supplier's proposal is financially sustainable as projected. • Audited financial statements 	40

3.4.4 Financial Formula:

Example: The University will determine best financial benefit to the university by normalizing the scores as follows:

The proposal with the best financial benefit to the university will receive a score of XX. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$40 \times \frac{\text{the overall best financial proposal}}{\text{the cost of the cost proposal being evaluated}}$$

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Suppliers of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Suppliers have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in

the RFP, no one requirement shall automatically disqualify a Supplier from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Supplier agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Supplier is unclear about a requirement or specification or believes a change to a requirement would allow for the University to receive a better proposal, the Supplier is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

The supplier must provide all of the information below. These are must-have mandatory minimum requirements. If any mandatory requirement is not met, the supplier response is rejected in full, no exceptions. The maximum length is 15 pages.

A. Current Operations

- i. Company operates a minimum of twenty (20) Dining Service Program Management accounts at 4-year higher education institutions in the region defined as VA, NC, SC, TN, GA, FL. Provide list of accounts including institution name, contact name, contact email and phone number.
- ii. Company provides Dining Services Program Management to Higher Education clients through a separate division (resources and reporting) than K-12 Dining Management and Healthcare Dining Management. Indicate proposed reporting lines for this account within the Higher Education division.

B. Company Resources – Include Requested Information

- i. Company maintains the financial resources to self-fund the capital investments including all fees, royalties and payments associated with franchising to implement its proposed program. **Provide affirmative statement.**
- ii. Provide audited financial statements for last two fiscal years.
- iii. Company can provide district / regional resource offices (District/Regional Manager's office, accounting, marketing, and sustainability support) residing within 300 miles of Greensboro, NC. **Provide the responsible person's name and physical address for each support area.**
- iv. Company provides on-going training for their employees in the following areas: diversity and multicultural awareness, knowledge and skills; customer service standards of excellence; food preparation methods, including handling known allergen inducing foods; food safety; blood borne pathogens; sanitation standards; dress and identification; personal habits and hygiene; cleaning and sanitation procedures; life safety; equipment operation; University protocol for addressing bias incidents; University sexual harassment, Violence Against Women Act, and discrimination/Title IX policies; conduct when working with minors; and premise-specific policies (i.e. – access, etc.). **Include a list each training area and provide time frame of initial training and any subsequent training. (i.e. Customer Service Standards of Excellence – within 2 weeks of hire & every 6 months) in Bonfire as a part of Requirements.**
- v. Company has an operating policies and procedures manuals for all aspects of operating a Dining Services Program. This includes but is not limited to purchasing, food preparation & production, accounting/cash handling, human resources, customer service, facility operations, and emergency preparedness. **Include a list of all areas/topics that have operating policies and procedures manuals in Bonfire as a part of Requirements.**
- vi. Company provides life skills educational sessions on a monthly basis geared towards students but open to the campus community on topics such as reading nutrition/ingredient labels, basic cooking techniques, wellness, personal sustainability impact, healthy eating. **Include a schedule of topics for August thru May indicating the person/position that will conduct each session in Bonfire as a part of Requirements.**

4.1 FINANCIAL PROPOSAL

- 4.1.1 The Financial Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for administrative and other similar fees.
- 4.1.2 Complete the **ATTACHMENT 5: SUPPLIER FINANCIAL PROPOSAL** workbook to provide the financial proposal. Ensure that all formulas are correct on each of the spreadsheets in the workbook and notify Nikki Williams at mccwilli2@nct.edu immediately if you believe you find an error. When preparing your financial proposal, be sure to review the financial terms in **EXHIBIT E: SCOPE OF WORK** and be aware of the following N.C. A&T preferences:
- a) Financial Model
 - i. All Services: Supplier Profit & Loss for each year of the contract term.
 - b) Supplier Funded Investments. The following to be Supplier funded, amortized on the client statement and subject to buyback at 0% interest:
 - i. Small wares and Trade Dress upgrades required to implement Supplier's proposal
 - ii. Technology purchases required to implement Supplier's proposal
 - iii. Facilities renovation required to implement Supplier's proposal
 - c) Operational Transition and Start-Up Costs
 - i. To be a Supplier cost of entry, not subject to buyback.
 - d) Sign-On Bonus
 - e) Innovation Fund
 - f) In-Kind Contribution
 - i. Annual Chancellor's Catering Fund
 - ii. Annual food scholarship (meal swipes and/or Dining Dollars)
 - iii. Student Internships
 - f) Funds
 - i. N.C. A&T will pay the cost of equipment maintenance, repair and replacement for its owned equipment (as per the terms of the SOW). N.C. A&T desires the Supplier to provide an annual contribution to an Equipment Fund to help support these costs.
 - ii. N.C. A&T will pay the cost of waste removal. N.C. A&T desires the Supplier to provide an annual contribution to a Waste Removal Fund to help support these costs.
 - g) Aggie-Card Office
 - Supplier to pay a contribution of \$100,000 as part of POS maintenance and other costs for the Aggie Card Office.
 - h) Cleaning and Janitorial Services
 - Suppliers is responsible for cleaning and janitorial services as specified in the SOW.
 - i) Working Capital
 - To be Supplier funded.

4.2 INVOICES

Please refer to **EXHIBIT E: SCOPE OF WORK** for this section.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Suppliers that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. **Supplier shall complete**

ATTACHMENT 2: HUB SUPPLEMENTAL SUPPLIER INFORMATION.

4.4 REFERENCES

Supplier shall provide information for three current (3) references and three (3) former references for programs of similar scope and/or features to N.C. A&T's Dining Services Program. Suppliers shall complete **ATTACHMENT 3: CUSTOMER REFERENCE FORM** and upload in Bonfire. The University shall contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Supplier's performance has been satisfactory. The information obtained **shall** be considered in the evaluation of the Proposal.

4.5 BACKGROUND CHECKS

Supplier and its personnel are required to provide or undergo background checks at Supplier's expense prior to beginning work with the University. As part of Supplier background, the following details must be provided to the University:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Supplier, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Supplier has knowledge, or provide a statement that Supplier is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Supplier of which it has knowledge, or provide a statement Supplier is aware of none;
- c) Any **regulatory sanctions** levied against Supplier or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Supplier or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Supplier has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Supplier during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Supplier's response to these requests shall be considered a continuing representation, and Supplier's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Supplier or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Supplier to perform Services under this Contract.

Supplier will perform employment and criminal background checks on all newly hired employees, with methodology subject to N.C. A&T approval. If the ability to conduct criminal background checks is limited due to constraints imposed as a result of pandemics, natural disasters or other emergency conditions outside Supplier's control (e.g. courthouse closures that prevent access to criminal conviction records), upon the Contract Administrator's written approval, Supplier may permit employees to begin work conditioned upon completion of background checks, and Supplier will diligently complete background checks promptly when it becomes feasible to do so. Supplier warrants that no employee will be assigned to the Program without undergoing the agreed screening process.

4.5.1 SUPPLIER BACKGROUND CHECK AGREEMENT

Supplier agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract: ☐ YES ☐ NO

4.6 PERSONNEL

Please refer to **EXHIBIT E.1: PROGRAM STANDARDS** for this section.

4.7 SUPPLIER'S REPRESENTATIONS

If Supplier's Proposal results in an award, Supplier agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Supplier's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Supplier will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Supplier to provide and deliver the Services and/or other Deliverables.

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☒ Contract value in excess of \$1,000,000.00

B. SUPPLIER shall always maintain in force during the term of this Agreement the following insurance, it being understood that minimum required policy limits may be provided through a combination of primary and excess insurance:

- i) **Worker's Compensation:** Statutory limits in accordance with the appropriate State of North Carolina (Guilford County) jurisdiction, including Employer's liability (with minimum \$1,000,000 per accident for bodily injury or disease).
- ii) **Commercial General Liability Including Products and Completed Operations Liability:** No less than \$2,000,000 combined single limit for bodily injury and property damage, per occurrence and \$5,000,000 in aggregate.
- iii) **Auto Liability:** Coverage for owned, non-owned, and hired vehicles, \$1,000,000 per accident for bodily injury and property damage, for vehicles used on the N.C. A&T campus or otherwise in fulfillment of SUPPLIER'S obligations under this Agreement.
- g) **Liquor Liability:** SUPPLIER will be required to provide Liquor Liability insurance coverage in an amount equivalent to \$2,000,000 (USD or local equivalent) each common cause and \$6,000,000 aggregate.
- h) Except for Workers' Compensation, all insurance required herein shall include N.C. A&T, the Trustees, and the State of as additional insureds. SUPPLIER shall provide a Certificate of Insurance to N.C. A&T evidencing the insurance coverage required upon execution of this Agreement, prior to the expiration date of any policy (showing renewal), and whenever requested by N.C. A&T. These coverages and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligations of SUPPLIER under this Agreement.
- i) For any claims related to this Agreement, where N.C. A&T is included as an additional insured, SUPPLIER'S insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by N.C. A&T or any of the Indemnified Parties shall be excess of SUPPLIER'S insurance and shall not contributory to it.
- j) The required insurance must be in effect prior to commencement of the Agreement and it or a successor policy must be in effect for the duration of the Agreement. Maintenance of proper insurance coverage is a material element of the Agreement. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by N.C. A&T as a material breach of Agreement and subject the Agreement to notice of breach.
- k) SUPPLIER or its insurer agrees to provide N.C. A&T with thirty (30) days prior written notice of cancellation of any of the above insurance. N.C. A&T shall have the right to issue notice of breach of this Agreement on account of any such termination.

- l) If any of the required insurance is on a "claims made" basis and is cancelled during the term of this Agreement, SUPPLIER agrees to purchase full coverage or prior acts coverage so that such insurance is in effect from the date the Agreement is executed to three (3) years after its termination.
- m) N.C. A&T shall maintain, or cause to be maintained, a system of coverage to keep the buildings and/or locations assigned for SUPPLIER'S use in performing its Services ("Premises"), and all N.C. A&T property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance, to the extent permitted by law. The system of coverage may include purchased insurance, self-insurance, or a combination thereof.
- n) The Parties waive all rights of recovery against each other and their subsidiaries, officers, directors, trustees, volunteers and employees, including subrogation rights, for such loss or damage to the waiving Party.
- o) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.

5.0 SCOPE OF WORK

5.1 SCOPE OF WORK

The Attachments to the RFP are integral to the RFP as they provide information necessary for the development of supplier's proposals, describing operational requirements and the working relationship between N.C. A&T and the supplier.

The inclusion of the any historical data and forecasts in this RFP and/or its Attachments are for informational purposes only, are not a guarantee or future performance, and shall not be binding on N.C. A&T.

The Supplier proposal shall include, in narrative, outline, and/or graph form the Supplier's approach in the management of dining services as outlined herein the RFP. Suppliers must respond to each of the subsections under the scope of work, and upload the response in the appropriate area in BonFire.

EXHIBIT E.1: PROGRAM STANDARDS - This attachment to the (SOW) serves as a supplement to the terms and conditions, outlining the standards that the Supplier is required to adhere to in the provision of the program.

EXHIBIT E.2: ANNUAL OPERATING PLAN – This document will be updated annually, and records key operational information and decisions related to the Program. For the first fiscal year of the SOW term, the Operating Plan, including the Performance Scorecard, shall be finalized and attached no later than forty-five (45) days following the commencement of the SOW term. For subsequent years, the updated Operating Plan, inclusive of the Performance Scorecard, shall be completed in accordance with *Exhibit E.1 Program Standards* and will supersede the prior year's Operating Plan.

EXHIBIT E.3: SUPPLIER'S PROPOSAL FINANCIAL PROJECTIONS AND ASSUMPTIONS – This will provide the financial projections and assumptions at the time of the MSA execution.

EXHIBIT E.4: SUPPLIER INVESTMENT AND AMORTIZATION RECORD: This will document the supplier's investments and amortization schedule, as applicable, at the time of the MSA execution.

EXHIBIT E.5: SANITATION RESPONSIBILITIES: This document provides the sanitation responsibilities between the supplier and North Carolina A&T State University at the time of the MSA execution.

5.2 PARTNERSHIP – Maximum Length: 15 Pages

The supplier must address the information below as part of the response, and upload to Bonfire Portal as **Partnership Information**.

- 5.2.1** As a critical component of your proposal, we need to assess your ability to be a strategic partner to N.C. A&T. Please carefully consider and respond to the following:
- a) Strategy
 - i. What do you see as the current strengths of the N.C. A&T Program, what are the areas you believe can be improved, and why?
 - ii. How are you going to make this happen?
 - b) Innovation

- i. What food service industry trends do you see over the next 5-10 years, and how do you anticipate these trends will impact higher education dining?
- ii. How are you innovating as a company to address these trends? What innovations do you anticipate specifically benefiting N.C. A&T, and why?
- c) HUB Partnership
 - i. Describe any HUB partnerships that your company has with any vendors.
 - ii. How do you intend to integrate these partnerships in the N.C. A&T campus?

5.2.2 Growth Strategy: Describe your growth strategy to increase revenue through participation in the program.

- a) Generally
- b) Specifically related to retail sales
- c) Specifically related to voluntary meal plan sales

5.2.3 Why N.C. A&T?

- a) Why are you the best choice for N.C. A&T in comparison to your competitors?

5.3 PROGRAM – Maximum Length: 50 Pages (*this excludes 5.3.16 - Supplemental Program Information*)

The supplier must address the information below as part of the response, and upload the requested via the Bonfire Portal under Program. Use **EXHIBIT E: SCOPE OF WORK** and **EXHIBIT E.1: PROGRAM STANDARDS** to assist with your response.

5.3.1 Company Information

- a) Brief history and overview of your company
- b) Company-wide organizational chart
- c) Simple list of your higher education and corporate accounts in N.C. A&T 's geographic region (NC, VA, NC, SC, TN, GA, FL)
 - i. Client Name
 - ii. Program Components (Residential Dining, Retail Dining, Catering, Athletic Dining Program, etc)
 - iii. Program Revenue
- d) Key initiatives: Social responsibility; supported employment; food insecurity

5.3.2 Culinary Approach and Product Sourcing

- a) Specific to N.C. A&T, articulate your approach to the following:
 - i. Menu composition
 - ii. Recipe development
 - iii. State the percentage of scratch cooking vs. the percentage use of convenience foods
 - iv. Inclusion of products of low/no cost to the consumer in the Program
 - v. Inclusion of organic and/or fair trade products in the Program
 - vi. Incorporation of locally sourced farm and artisan products in the Program
- b) Provide a recap of steps your company has taken over the past 5-7 years to reduce/eliminate growth additives and antibiotics from the foods you purchase and serve and identify what additional steps you intend to take over the course of N.C. A&T 's contract term.
- c) Provide a recap of steps your company has taken over the past 5-7 years to incorporate humane sourcing practices into your purchasing and what additional steps you intend to take over the course of N.C. A&T 's contract term.

5.3.3 Residential Dining

- a) Provide the following:
 - i. Proposed service concept by mealtime day-part

- ii. Proposed innovations and/or improvements to the current service model and/or Program
- iii. Proposed strategies for:
 - Programming
 - Extended hours meal service
 - Take-away service
 - Meal ordering for sick/quarantine residents
 - Break service (accessibility to meals and part of meal plan or additional cost)
- b) Early Service meals (meals for athletes, Resident Assistants, orientation leaders etc. who need to arrive prior to the beginning of the semester).
- c) Proposed future strategy for The Marketplace

5.3.4 Meal Plans

- a) Provide meal plans and/or meal plan requirements/structures for Year 3 (2027-2028) and beyond that would complement the overall Dining Services Program proposed. Use of any Year 3 or beyond meal plans proposed would be at the sole discretion of N.C. A&T.

5.3.5 Retail Dining

- a) For each dining location, provide the following:
 - i. Proposed concepts for all retail dining
 - ii. Proposed innovations and/or improvements to the current service model and/or Program
 - iii. Proposed delivery solution and implementation details
 - iv. Proposed use of meal swipes
- b) For each proposed regional or national brand, describe any implementation limitations in comparison to how the brand operates in commercial settings, including but not limited to:
 - i. Use and redemption of loyalty programs/rewards
 - ii. Use of non-traditional payment applications (i.e. Apple Pay, Google Wallet)
 - iii. Acceptance of brand gift cards
 - iv. Any brand programs, limited time offers or other features that would not be available in a campus dining setting

5.3.6 Catering Services

- a) Provide the following:
 - i. Techniques you will use to ensure the accuracy and quality of food and service for all Catering events including events for Athletics department.
 - ii. Proposed innovations and/or improvements to the current service model and/or Program
 - iii. Operating standards for delivery, set-up, staffing, and clean up for Catering events
 - iv. Describe your proposed plans for a Catering Showcase and indicate the frequency.

5.3.7 Athletic and Band Training Table

- a) Provide a detailed proposed strategy for N.C. A&T 's training table.
- b) Provide a detailed proposed strategy for N.C. A&T 's band training table.

5.3.8 Summer Conferences and Camps

- a) Provide the following:
 - i. Describe how you will manage client groups (youth summer camps, N.C A&T sports camps and adult conferences) simultaneously.
 - ii. Describe how you will use technology specifically for summer camp and conference attendees as well as the mechanism to be used for attendees to obtain their meals.
 - iii. Describe your plan to service early arrivals that include resident assistants, community assistants and housing staff during training camp. Include location, service hours, and a typical 5-day menu.

5.3.9 Customer Feedback

- a) Describe the mechanisms you will use to measure satisfaction and capture customer feedback for:
 - i. Residential Dining
 - ii. Retail Dining Services
 - iii. Catering Services
 - iv. Summer Conferences and Camps
 - v. Athletic and Band Training Table
- b) Describe the protocol you will use in responding to customer feedback.

5.3.10 Marketing

- a) Provide your proposed Year One Marketing Plan
 - i. Based on your experience and knowledge of N.C. A&T, what are the top 2-3 marketing strategies you believe will be most impactful in engaging the community and driving participation?
 - ii. Describe the corporate staff support and resources the onsite team will receive in developing and implementing Marketing activities.

5.3.11 Wellness

- a) Provide the following:
 - i. Wellness initiatives you will undertake in Year One, including indicating those you believe are an enhancement to the current program and why.
 - ii. Specific examples of how you partner with Clients in promoting health and wellness
 - iii. Strategy for provision of nutritional counseling and allergen management support for customers with special dietary needs
- b) For each of the following, what is your production and service strategy for allergen management?
 - i. Residential Dining
 - ii. Retail Dining Services
 - iii. Catering Services
 - iv. Summer Conference/Camp Services
 - v. Athletic and Band Training Table
- c) For each of the following, how will you provide allergen information?
 - i. Residential Dining
 - ii. Retail Dining Services
 - iii. Catering Services
 - iv. Summer Conference/Camp Services
 - v. Athletic and Band Training Table
- d) For each of the following, what nutritional information will you provide and how/where will it be provided?
 - i. Residential Dining
 - ii. Retail Dining Services
 - iii. Catering Services
 - iv. Summer Conference/Camp Services
 - v. Athletic and Band Training Table
- e) Describe the corporate staff support and resources the onsite management team will receive in developing and implementing Wellness initiatives.

5.3.12 Sustainability

- a) Provide your proposed Year One Sustainability initiatives, including identification of those you believe are an enhancement to the current program and why.
- b) What additional sustainability initiatives would be beneficial to N.C. A&T in reducing the Program's carbon footprint and how would you lead these efforts?

- c) What strategies/tools would you use to measure the outcomes of your Sustainability initiatives and how would you communicate the results to the University community?

5.3.13 Technology

- a) Proposed customer facing technology for:
 - i. Residential Dining
 - ii. Retail Dining Services
 - iii. Catering Services
 - iv. Summer Conference/Camp Services
 - v. Athletic and Band Training Table
- b) What other technology is available, or in development, that might be beneficial to N.C. A&T?
- c) Describe the client facing dashboard to monitor the Dining Services Program. Include an overview of the widgets/metrics visible within the dashboard.

5.3.14 Transition Plan

- a) Provide a detailed Transition Plan that describes your process and risk mitigation for transition and start up should your company be selected.

5.3.15 Investment Plan

- a) Provide your suggested Investment Plan for the Program over the initial term of the contract. For each proposed investment, include:
 - i. Service location
 - ii. Investment description (for example: “new small wares,” “new concept implementation,” “server renovation,” “trade dress enhancements,” etc.)
 - iii. Timeline
 - iv. Where applicable, imagery, floor plans or other explanatory illustrations helpful in describing the investment
 - v. Where applicable, temporary dining solutions
 - vi. Funding source (Supplier, N.C. A&T or both – if both, specify the required contribution from N.C. A&T)

5.3.15 PERFORMANCE INDICATORS

- a) N.C A&T intends to measure Supplier’s performance via KPIs and a performance scorecard. Indicate the recommended KPIs with measurement metrics to be used in the scorecard.
 - i. Describe the strategy for identifying improvement needs and remedying deficiencies.
 - ii. Describe the strategy for ensuring year over year alignment with university objectives.
 - iii. Describe the strategy for ensuring innovation over the life of the contract.

5.3.16 SUPPLEMENTAL PROGRAM INFORMATION (not included in page limit)

- a) As a separate document, provide the following:
 - i. Proposed menus and pricing for:
 - 1. Retail Dining Services, by location
 - 2. Catering Services for all event types (include budget, moderate and premium options/service levels and a list of all proposed service charges)
 - 3. Student group-funded Catering Services
 - 4. Pre-semester early arrivals (typical 5-day menu)
 - 5. Summer youth camp menu (typical 5-day menu)
 - 6. Adult summer conference menu (typical 5-day menu)
 - 7. Athletic and Band training table (2 week minimum)
 - b) Proof of insurance for all types and specified limits of insurance required by N.C. A&T as outlined in the Master Agreement

5.4 MANAGEMENT AND STAFFING – Maximum Length: 5 pages

5.4.1 Management

a) Account Management Structure

- (1) Describe the proposed Management Structure for this account, including on-site, regional/district and corporate support personnel.
- (2) Provide an organization chart including regional, district and onsite management and support positions.

5.4.2 Staffing

- a) Complete the **ATTACHMENT 4: SUPPLIER STAFFING PLAN**
- b) Provide your strategy, process and objectives for:
 - i. Ongoing management and staff recruitment, training and retention for the account
 - ii. Hiring employees of the current supplier
 - iii. Student hiring, development and retention
- c) If your proposal includes paid student internships, describe the types of positions proposed and the number of internships you will offer.

5.5 TRANSITION PLAN – Maximum Length: 5 pages

- a) Provide a detailed Transition Plan that describes your process and risk mitigation for transition and start up should your company be selected.

5.7 EXCEPTIONS

- 5.7.1 By submitting a response to this RFP, Supplier agrees that it has fully reviewed the **EXHIBIT D: Master Services Agreement**, **EXHIBIT E: Scope of Work** and **EXHIBIT E.1: Program Standards** (including review by legal counsel) and accepts the responsibilities and obligations therein unless otherwise explicitly noted in the **ATTACHMENT 6: Proposed Exceptions** and submitted as part of Supplier's proposal.
- 5.7.2 **Suppliers may request a maximum of twenty (20) changes (all documents combined), to be documented in ATTACHMENT 6: Proposed Exceptions IN ORDER OF PRIORITY.** For each proposed change, identify the document and paragraph number you are referencing, clearly state the concern and include proposed alternative language for N.C. A&T's consideration. N.C. A&T may negotiate these provisions with the successful Supplier but is under no obligation to accept Supplier's proposed changes. Under no circumstances will N.C. A&T negotiate changes that are not documented in ATTACHMENT 6.

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ATTACHMENTS AND EXHIBITS

The Exhibits to the Request for Proposal are integral to the RFP as they provide information necessary for the development of the Supplier's proposal, describing operational requirements and the working relationship between N.C. A&T and Supplier.

The inclusion of any historical data and forecasts in this RFP and/or its Attachments are for informational purposes only, and are not a guarantee of future performance, and shall not be binding on N.C. A&T.

The Attachments request information that must be completed and submitted with the supplier's RFP response.

EXHIBIT A : NORTH CAROLINA INSTRUCTIONS TO VENDORS

This document provides general instructions that vendors must follow when responding to a solicitation. Read and review carefully. This document is for information and reference only and is not require back with the response.

<https://www.doa.nc.gov/formnorth-carolina-instructions-vendors/download?attachment>

EXHIBIT B: NORTH CAROLINA GENERAL TERMS & CONDITIONS

This document represents the General Terms and Conditions that provide the foundation for all contractual agreements. Read and review carefully. This document is for information only and is not require back with the response.

https://ncaandt-my.sharepoint.com/:b:/g/personal/mcwilli2_ncat_edu/ETC9N4CPfU5IoFTJsaENZB0BzdbdNJwUmq8sIGeBR8RVCQ?e=ESZ5j0

EXHIBIT C: CURRENT SITE DATA

This document provides background information for use in preparing supplier proposals. Read and review carefully. This document is for information and reference only and is not require back with the response.

https://ncaandt-my.sharepoint.com/:x:/g/personal/mcwilli2_ncat_edu/EbfzVgX7TWpOmOUkHQI37UQBURtawsKbSWs02qqdhIRw?e=vSnAJV

EXHIBIT D: MASTER SERVICE AGREEMENT

This is a draft of the contractual agreement between N.C. A&T and the Supplier. Read and review carefully. This document is for information only and is not require back with the response.

EXHIBIT E: SCOPE OF WORK

The scope of work requires services and the associated financial arrangement. Use Exhibit E to preparation of response.

1. Program Standards – Operating requirements that supplier must adhere to in performing its services.
2. Operating Plan – This plan will be updated annually. The document shall include key operational information and decisions taken about the Program.
3. Financial Projections and Assumptions – This information will include the successful supplier's financial projections and assumptions at the time of MSA execution.
4. Investment and Amortization Record – This document will include the successful supplier's investments and amortization schedule, as applicable, at the time of MSA execution

5. Sanitation Responsibilities. This document will include the sanitation responsibilities between the supplier and N.C. A&T, at the time of MSA execution

https://ncaandt-my.sharepoint.com/:b:/g/personal/mcwilli2_ncat_edu/EfcclgrU2q9Hp9zgENRlcwcBJaXWmmHRsjgGHMMOf7ia3w?e=xtcFZd

https://ncaandt-my.sharepoint.com/:b:/g/personal/mcwilli2_ncat_edu/EamQCqNURYpArUH5Kck-CFUB9Bp23RCsMUnwqzHlaOfWw?e=WiBXch

ATTACHMENTS:

ATTACHMENT 1: LOCATION OF WORKERS UTILIZED BY VENDOR

This form is used by vendors to record the location of workers used in the performance of the contract. The completed form must be submitted as Attachment 1 in Bonfire

https://ncaandt-my.sharepoint.com/:b:/g/personal/mcwilli2_ncat_edu/EdVdOrOXDh1GoQAvzmk0wx0BCtfr6euGa6BsVzc0TL5jA?e=lf1Hpv

ATTACHMENT 2: HUB SUPPLEMENTAL SUPPLIER INFORMATION

This form is used by the vendor to provide information about the HUB vendors that are used in the performance of the contract. Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link. The completed form must be submitted as Attachment 2 in Bonfire.

https://ncaandt-my.sharepoint.com/:b:/g/personal/mcwilli2_ncat_edu/EWxTJEBWvilLhRlyKCK-sbwBtMMInEJPIrJmWlidD093hA?e=b8nKKB

ATTACHMENT 3: CUSTOMER REFERENCE

This template is used by the supplier to provide a customer references. Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link. The completed form must be submitted as Attachment 3 in Bonfire.

https://ncaandt-my.sharepoint.com/:w:/g/personal/mcwilli2_ncat_edu/Ec53yFpICKJFheXdpjqcTw4BB1b2Ef50ka7NMaeQRATgVw?e=i0vx3N

ATTACHMENT 4: SUPPLIER STAFFING PLAN

This Excel workbook must be completed in its entirety as part of the Supplier's response. The completed workbook must be submitted as Attachment 4 in Bonfire.

https://ncaandt-my.sharepoint.com/:x:/g/personal/mcwilli2_ncat_edu/EfMYXP6O15ICgO9aJQW41oUBREGil-grfNdLihhK_MjcWQ?e=VRbkzR

ATTACHMENT 5: SUPPLIER FINANCIAL PROPOSAL

This Excel workbook must be completed in its entirety as part of the supplier's response. The completed workbook must be submitted as Attachment 5 in Bonfire.

https://ncaandt-my.sharepoint.com/:x:/g/personal/mcwilli2_ncat_edu/EUa3dcdf_wlDuj372L90_WAB4qruRRlaxAiEFTxJ-kXerg?e=6ZLWXi

ATTACHMENT 6: PROPOSED EXCEPTIONS

This workbook is to be completed if the Supplier is proposing changes to N.C. A&T's Master Service Agreement, Statement of Work, or Program Standards. **Suppliers may request a maximum of twenty (20) changes (all documents combined), to be documented in ATTACHMENT 6: Proposed Exceptions IN ORDER OF PRIORITY**

https://ncaandt-my.sharepoint.com/:w:/g/personal/mcwilli2_ncat_edu/ETAer_vNP2xIoYnkB2FPcAsBax8oF5ZSU9FztKY1omLjiw?e=sMXoab

