



**CONTRACT NO.  
12-01-16-04**

**Campus Dining/Catering Management Services**

Bid packets must be received by  
3:00 p.m.  
March 2, 2012

Delaware State University  
Room 321  
New Administration Building  
1200 North DuPont Highway  
Dover, DE 19901-2277

Point of Contact  
Jessica Wilson  
(302) 857-6272  
(302) 857- 6278

**TO: ALL BIDDERS**

The enclosed packet contains an "INVITATION TO BID" for Campus Dining/Catering Management Services. The bid consists of the following documents:

**INVITATION TO BID – CONTRACT NO. 12-01-16-04**

1. Definitions and General Provisions
2. Special Provisions, Invitation to Bid, and Scope of Work
3. Bid Reply Section
  - a. Non-Collusion Statement and Acceptance
  - b. Bid Reply Section

Your bid and the Bid Reply Section must be executed completely and correctly and returned in a clearly marked envelope by 3:00 p.m., Friday, March 2, 2012, to be considered.

Please review and follow the information and instructions contained in the General Provisions and this Invitation to Bid. Should you need additional information, please call Jessica Wilson at (302) 857-6272.

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit bids and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place for the opening of bids from that described in the advertisement, of not less than two (2) calendar days notice by certified delivery, facsimile transmission, or by verifiable electronic means to those bidders who obtained copies of the plans and specification or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

**SECTION 100.00 BID GENERAL INFORMATION:**

**Whenever the following terms are used, their intent and meaning shall be interpreted as follows:**

<b>State:</b>	The State of Delaware
<b>Board:</b>	The Delaware State University Board of Trustees
<b>University:</b>	The Delaware State University
<b>Designated Official:</b>	The person authorized to act for the Delaware State University Board of Trustees
<b>Inspector:</b>	Individual authorized by the University to act as its agent to inspect any feature of the material or work entering into the contract
<b>Bidder:</b>	Any individual, firm or corporation submitting a bid in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative
<b>Contractor:</b>	Any individual, firm or corporation with whom a contract is made by the University
<b>Surety:</b>	The corporate body which bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for this acceptable performance of the work for which he has contracted
<b>Bid:</b>	The offer of the bid submitted on the approved form and setting forth the bidder's prices for furnishing material and/or performing work described in the specifications
<b>Advertisement For Bid:</b>	The public announcement that the University is inviting bids covering work to be performed or materials or equipment to be furnished
<b>Bid Bond:</b>	The security designated in the bid to be furnished by the bidder as a guaranty of good faith to enter into a contract with the University if the work to be performed or the materials to be furnished is awarded to him
<b>Special Provisions:</b>	Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the bid
<b>Contract:</b>	The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following: <ul style="list-style-type: none"><li>A. Bid by firm or individual furnishing materials and/or services</li><li>B. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda (Sect 100, 200, 300, 400 inclusive) of the bidding documents</li><li>C. Approved University purchase order</li></ul>
<b>Performance, Labor &amp; Material Payment Bond:</b>	The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the Special Provisions.

**SECTION 200.00 PROPOSAL REQUIREMENTS AND CONDITIONS**

**ALL PROPOSALS MUST BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:**

**SECTION 200.1 Presentation of Bids**

A. Bids shall be presented on the forms issued with the specifications. Special lease or rental bids may be presented on vendor's forms. All blanks shall be properly filled in. Live signatures are required. Any alterations, erasures shall be initialed by bidder. The bid form shall be executed to show the amount bid. The total amount of the bid submitted shall be typed, or clearly printed in ink, in both written and numerical figures on the bid form and summary.

B. Bids shall be received at the Office of Purchasing, Delaware State University, 1200 N. DuPont Highway, Dover, Delaware, 19901-2275, not later than the time stated in the advertisement. Bids will be received in a sealed envelope and plainly marked as follows:

**Contract No.:**

**Name of Bidder:**

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**Date of Opening:**

C. No responsibility shall be attached to any persons for the premature opening of any bids not properly identified. (See "B" under Paragraph 1).

D. Delaware State University reserves the right to accept, or reject any or all bids either by item, section, job and/or by the total amount proposed is less than the sum of the individual items, sections, or jobs, it will be inferred that a discount was offered as an inducement to award all items, sections, or jobs to the bidder.

**SECTION 200.2 Bid Guaranty**

A. All bids exceeding \$10,000 in cost, shall be accompanied with a bid bond or certified check drawn on a solvent bank or trust company licensed to do business with the State of Delaware unless WAIVED under section titled: "Special Provisions." The bid bond or certified check shall be drawn to the order of the Delaware State University in the amount of at least ten percent (10%) of the total price (including all alternates).

B. Upon the execution of a formal contract and agreement, the Bid Bond will be returned to the successful bidder. The deposits of the unsuccessful bidder will be returned to them immediately upon the awarding of the contract, or the rejection of all bids, but in any event, no later than ninety (90) days after the opening of the bids.

C. Should a successful bidder, on being notified in writing by the University, fail to execute the Notification of Award and Agreement contract and furnish satisfactory Performance, Labor and Material payment bond (if requested under Special Provisions) within twenty (20) days from date of receipt, the award of the contract may be rescinded and the certified check or bid bond become liable up to the full amount and the bidder liable for any difference in the bid, which the University may be obligated to award to another bidder because of the omission or

refusal of the successful bidder to execute the contract and Performance bond as aforesaid.

D. If no award contract is made, all checks will be returned to the depositor within ninety days of the opening bid.

**SECTION 200.3 Bid Withdrawal**

A. A bidder may withdraw his bid after it has been deposited with the University if such request is made prior to the time set for the opening of the bid.

B. Any bidder exercising the privilege of withdrawing his bid (bids) waives all claims that may arise should it be found that his opened bid is for any reason, unacceptable to the University.

**SECTION 200.4 Bid Openings**

A. Bids will be opened publicly and read at the place designated by the University, on the date and at the hour set forth in the advertisement. Bidders or their authorized representatives are invited to be present.

B. Bids received after the time set for the public opening will not be given consideration and will be returned, unopened, to the bidder.

**SECTION 200.5 Rejection of Bids**

Any one (1) or more of the following causes may be considered sufficient reason for the disqualification of a bidder and the rejection of his bid:

A. Evidence of collusion among bidders and failure to execute non-collusion statement and execute Order 11246.

B. More than one (1) bid for the same contract from an individual firm, or corporation under the same, or different names (excluding special lease or rental bids). This does not apply to agents, or brokers representing more than one principal, when separate bids are submitted.

C. Unsatisfactory performance record as proven by past experience with the University.

D. Delaware State University may request prospective bidders to answer a questionnaire and file a financial statement containing a complete statement of the bidder's financial ability and experience in performing such work. If the University is not satisfied with the sufficiency of the answers to the questionnaire or financial statements, the owner may refuse the prospective bidder submitting such unsatisfactory answers access to the plans and specifications for the work and the bid of any such bidder may be disregarded.

E. Unit prices are obviously unbalanced either in excess, or below reasonable cost analysis value and/or in excess of the budget.

F. Any unauthorized additions, interlineations, conditioned or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous in meaning.

G. Lack of bid bond or certified check accompanying bids exceeding \$10,000 in cost unless waived under "Special Provisions."

H. Delaware State University reserves the right to waive any informalities in bids received and to accept or reject any or all items bid.

I. Failure to submit with bid, the latest manufacturer's technical specifications on substitutions or "or equal" products.

**SECTION 200.6 Notification of Award and Agreement**

A. Upon notification by Delaware State University that the bid has been accepted, the successful bidder shall agree to execute a formal contract (bids of \$10,000 or over), within twenty (20) days, with the University, embodying the bid which he has submitted consistent with the specifications, terms and conditions provided (and provide Performance, Labor & Material payment bonds if required under special provisions). Such contract shall make provisions for all Federal, State and City antipollution, conservation and environmental protection ordinances, rules and regulations which will be involved in the execution of the contract. The cost for any anti-pollution, conservation or environmental protection control activity that is not specified in the contract, or otherwise provided for, but becomes necessary, or is deemed desirable by the University after contract has been awarded, shall be paid in accordance with Section 6904 (E) of the Delaware Code.

B. The notification of award and agreement shall not be considered final until a purchase order has been approved by the University and received by the successful bidder.

C. The University reserves the right to award this contract to more than one vendor pursuant to 29 Del. C. §6926. The University reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the University.

**SECTION 200.7 Termination of Contract**

A. Delaware State University reserves the right to annul any contract if, in its opinion, there is failure at any time to perform adequately the stipulations of this invitation to bid, and/or the general conditions, special provisions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the University materials, products, workmanship or service which is, in the opinion of the University, of an unacceptable quality.

**SECTION 200.8 Performance, Labor & Material Payment Bond**

A. The successful bidder will (when requested under Section: "Special Provisions") be required to furnish satisfactory bonds for the faithful Performance, Labor & Material payment, guarantee periods and the satisfactory completion of all work as specified.

B. The bonds shall be paid for by the contractor and shall cover the total amount of the contract price. Bonds must accompany the executed contract award and agreement.

C. Failure to submit properly executed bonds within twenty (20) days may result in the University awarding contract to the next lowest responsible bidder.

**SECTION 200.9 Non-Collusion Statement**

A. Delaware State University requires a sworn statement to accompany all bids, executed by, or on the behalf of the person, or corporation submitting the bid, certifying that

such person, or corporation has not either directly, or indirectly participated in any collusion with such contract. The form for this sworn statement is included herein and must accompany bids being submitted.

**SECTION 200.10 Compliance Certificate**

A. In compliance with the applicable requirements of Executive Order No. 11246, all bidders submitting bids exceeding \$10,000 shall properly execute the "General Compliance Certificate and Agreement of Vendors and Subcontractors" form submitted herein. The form must accompany bids being submitted.

**SECTION 300.00 GENERAL CONDITIONS**

**SECTION 300.1 Interpretation of Estimates**

A. The estimate of quantities given in the bid are considered approximate and given as a basis for comparison of bids. Delaware State University reserves the right to increase, or decrease the quantity of any item as deemed necessary.

**SECTION 300.2 Prices Quoted**

A. Items covered by this bid are exempt of all Federal State taxes. Such taxes shall not be included in prices quoted.

B. Prices quoted shall include F.O.B. Delaware State University freight prepaid, installed as directed and all charges imposed during the life of the contract.

C. Bids submitted by the bidder shall be binding for a period of ninety (90) days from the opening date of bid unless requested for an additional period of time under "Special Provisions."

D. Delaware State University does receive Federal Grants; therefore, all bidders should keep in mind that the University is entitled to the privilege of using GSA contracts.

**SECTION 300.3 Use of Trade Names**

A. In every case where a trade name is used for the purpose of identification and simplifications, it shall be understood that merchandise of equal quality and similar features will be subject to acceptance by Delaware State University. However, Delaware State University reserves the right to make the final determination as to whether or not the merchandise offered is in fact of equal quality with similar features.

**SECTION 300.4 Or Equal Bids**

A. Substitution of products offered by bidders other than specified, may be considered, provided the bidder furnishes (with his bid) the manufacturer's latest brochure, which shall contain complete specifications to enable Delaware State University to compare and determine if article (s) and/or services offered comply with the intent of the specifications herein and will be satisfactory for the work to be accomplished. Failure to provide this information with the bid may result in rejection of bid. Delaware State University shall be the sole judge of equivalencies.

**SECTION 300.5 Merchandise Sample**

A. Before any contract is awarded, the successful bidder will (when requested under "Special Provisions") furnish a complete statement of the origin, composition, manufacturer and sample of any or all materials or items used in the contract for the purpose of evaluating and testing.

**SECTION 300.6 Warranty**

A. Bidders shall include their bid, a statement on conditions and terms of warranty of all items and/or services to be provided.

B. Defects occurring during the warranty period shall be made good and/or corrected by the contractor without cost to Delaware State University.

C. The contractor must submit warranty to the University that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work be of good quality, free from faults and defects and in conformance with the specifications.

D. Verification and inspection upon delivery of materials or services (s) will be performed by representatives of the University and will be rejected if found defective in any way, and not conforming with specifications.

**SECTION 300.7 Delivery**

A. Time is of the essence and may be a factor considered in making the award. List delivery and/or completion date in indicated space on bid form.

B. The bidder agrees to deliver all equipment and/or perform all work in accordance with its specifications.

C. All cartons and packages being delivered directly or indirectly to the University shall show identifying purchase order number and contain a packing list indicating quantities being shipped. Deliveries must be made to location indicated on purchase order.

**SECTION 300.8 Liquidated Damages**

A. If requested under section "Special Provisions" a designated sum will be deducted by Delaware State University from monies due vendor, not as a penalty, but as liquidated damages for failure to deliver/complete within the time limit specified. Saturdays, Sundays and state legal holidays will be excluded from the computations for the assessment of liquidated damages.

**SECTION 300.9 Laws to be Observed**

A. The Contractor is presumed to know and shall strictly comply with all national, state and county laws and city or town ordinances and regulations in any manner affecting the conduct of the work or delivery. The Contractor shall indemnify and save harmless the State of Delaware, Delaware State University and all officers, agents and servants thereof against any claim of liability arising from or based upon the violation of any such laws, ordinances, regulations, orders or decrees whether by himself or his employees.

B. All necessary permits, licenses, insurance policies, etc., required by local state or federal laws shall be provided by the contractor at his/her own expense and shall be made available for inspection upon request by authorized personnel of Delaware State University.

**SECTION 300.10 Contract Documents**

A. The complete specifications together with all addenda shall be accepted by parties to the contract and bound for the execution of the work herein contemplated and required.

B. Delaware State University reserves the right to recall plans and specifications at any time before or after bids are received, in which case all plans and specifications must be immediately returned to the University.

**SECTION 300.11 Obligation of Bidder**

A. Before submitting bids, bidder shall inform themselves fully of the nature of the work by personal examination of the site, the drawings, and specifications and by such other means as they consider necessary as to matters, conditions and considerations bearing on or in any way affecting the preparation of their bids and the contract. They shall not at any time after submitting their bid, dispute or complain of such drawings or the specifications and the general conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of work to be performed.

**SECTION 300.12 Billing**

A. The successful bidder(s) are required to bill upon completion, delivery, and installation as specified. All invoices must be identified by the approved purchase order received and be forwarded to:

**Delaware State University  
Accounts Payable  
1200 N. DuPont Highway  
Dover, DE 19901-2275**

**SECTION 300.13 Terms of Payment**

A. Delaware State University will authorize and process invoices properly identified by a valid purchase order for payment normally with thirty (30) days after date of receipt, completion of services, UNLESS vendor indicates a discount for prompt payment. Such discounts for prompt payment must be clearly indicated on all invoices. Failure to properly identify invoices with a valid purchase order number will result in payment being withheld until such time invoice is identified and/or all changes have been authorized in writing.

B. Delaware State University may make partial payment on any Contract provided Contractor complies with all General Terms of Condition as stated herein.

**SECTION 300.14 Funding Out**

A. The continuation of this contract is contingent upon funding appropriation by the Delaware General Assembly and/or funding duly authorized by the Delaware State University Board of Trustees.

**Section 400.00 SPECIAL PROVISIONS:**

**The following "Special Provisions" shall be considered by all Bidders as part of this Contract:**

- 400.0 BID OPENING, TIME AND PLACE: All bids must be received no later than 3:00 P.M., Friday, March 2, 2012. Bids received after this time and date will not be accepted. Bids will be received by the Office of Purchasing, Room 321, of the Administration Building, Delaware State University, 1200 N. DuPont Highway, Dover, DE 19901-227.
- 400.1 CONTRACT REQUIREMENTS: This contract will be issued to provide Campus Dining/Catering management Services for Delaware State University.
- 400.2 CONTRACT PERIOD: The contract for the goods and/or services herein shall be valid for ten years beginning June 1, 2012.
- 400.3 POINT OF CONTACT: The sole point of contact for purposes of this Invitation to Bid is Jessica Wilson, Delaware State University, (302) 857-6272. Any and all changes or modifications affecting this contract in any matter shall be subject to written approval of the Purchasing Department.
- 400.4 PRICES: Prices shall remain firm until all of the terms and conditions contained herein are satisfied.
- 400.5 BID BOND REQUIREMENTS: Waived
- 400.6 PERFORMANCE BOND REQUIREMENTS: Waived
- 400.7 BASIS OF AWARD: Contract will be awarded to the most responsible bidder who best meets the requirements of the University and the terms and conditions of the bid.
- 400.8 PRE-BID MEETING: February 13, 2012
- 400.9 DELAWARE BUSINESS LICENSE: All firms must have a Delaware business license as required by Delaware Code, Title 30, Section 2102.
- 401.0 HOLD HARMLESS: The vendor shall agree by offering a bid on this contract, that they shall indemnify and hold the State of Delaware and Delaware State University harmless from and against any and all claims for injury, loss of life, or damage to, or loss of property caused, or alleged to be caused, by acts of omissions of the vendor, its employees, and invitees on or about the premises and which arise out of the vendor's performance, or failure to perform as required by the University in this agreement.
- 401.1 NON-PERFORMANCE: **In the event the vendor does not fulfill its obligations under the terms and conditions of this contract due, the ordering department may purchase any equivalent product and/or service on the open market. Any differences in the cost between the contract prices herein and the prices herein and the price of the open market shall be the responsibility of the vendor. Under no circumstances shall monies be due to the vendor in the event the open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.**
- 401.2 FORCE MAJEURE: Neither the vendor nor the University shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of this contract.
- 401.3 BID/CONTRACT EXECUTION: Both non-collusion statement and the compliance certificate that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with Delaware State University.

**The following "Special Provisions" shall be considered by all Bidders as part of the Contract:**

- 401.4 AMENDMENTS: The University reserves the right to amend this ITB at any time prior to the opening date. Addendum's, if necessary, will be issued a minimum of three (3) days prior to the date of opening via certified mail or fax to all prospective offerors who have picked up or were mailed specifications. All amendments issued by the University must be acknowledged as to the receipt of the same. Each amendment will provide a space for signature to acknowledge receipt. This signed amendment must be included in your bid package. **Failure to include this acknowledgement may be basis for rejection of the bid.**

- 401.5 PUBLIC INFORMATION: Offerors must give specific attention to the identification of any portion of their bid that they deem confidential or proprietary information. This information is usually restricted to financial statements, patent or copyright information, or information concerning personnel which is considered confidential.
- 401.6 SITE INVESTIGATION: As applicable, offerors are expected to inspect the sites where services are requested and satisfy themselves as to all general and local conditions that may affect or impact the cost of the contract. Under no circumstances, will failure to inspect the site (s) constitute grounds for any claim, or additional costs after the award of the contract.
- 401.7 CANCELLATION OF CONTRACT: In the event of unsatisfactory performance, Delaware State University reserves the right to cancel this contract upon written notice.

**SECTION 500.00 SPECIFICATIONS:**

**All work/Material (s)/services under this Contract MUST MEET OR EXCEED THE FOLLOWING MINIMUM ACCEPTABLE SPECIFICATIONS:**

- 500.1 COMPLAINT: Unless the offerors bid expressly states otherwise, the offerors agrees to comply with all terms, conditions, special provisions, specifications, and addendums of this contract. Any or all exceptions must be clearly identified in the proposal.
- 500.2 NON-DISCRIMINATION/EQUAL OPPORTUNITY/AFFIRMATIVE ACTION: The policy of the University, both traditionally and currently, is that discrimination against any individual, for reason of race, color, creed, national origin, sex, handicap, or age, is specifically prohibited. Accordingly, the University uses as one of its purchasing criteria, the affirmative action of its vendors in providing equal employment opportunities for all minority groups.
- 500.3 ASSIGNMENT: Neither party may assign or subcontract any of its rights or obligations under the contract in whole or in part. Any attempted assignment under the contract shall be void and of no effect.

**SECTION 200.9 NON-COLLUSION STATEMENT**

Delaware State University  
Office of Purchasing  
Dover, DE 19901-2275

Gentlemen:

This is to certify that the undersigned bidder \_\_\_\_\_ has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid for Contract No. \_\_\_\_\_ or any part(s) thereof, submitted to the Delaware State University on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNATURE OF BIDDER

\_\_\_\_\_

CORPORATE SEAL

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Secretary

SWORN to and SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public

This Statement must be completed and signed before contract is awarded.

**SECTION 200.10 EXECUTIVE ORDER 11246  
GENERAL COMPLIANCE CERTIFICATE AND  
AGREEMENT OF VENDORS AND SUBCONTRACTORS**

To:

\_\_\_\_\_  
AND ITS SUBSIDIARY CORPORATIONS

**EXECUTIVE ORDER 11246**

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirement of Executive Order 11246 as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in each order submitted to you for supplies or services exceeding \$10,000 if and so long as required by Executive Order No. 11246 and regulations issued hereunder by the Office of Federal Contract Compliance, Equal Employment Opportunity.

**A. EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency-contracting officer advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24,

1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, accounts by the contracting agency of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such section with respect to any subcontractor's purchase order as the contracting agency may direct as a means of enforcing such provisions including sanction for non-compliance; provided however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**B. CERTIFICATE OF NONSEGREGATED FACILITIES**

Contractor does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is in violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreation or entertainment areas,

transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has

C. NOTICE OF PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS OF NONSEGREGATED FACILITIES

A certificate of Nonsegregated Facilities must be Submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in U.S.C. 1001.

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

obtained identical certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

Contractor agrees to develop a written Affirmative Action Compliance program for each of its establishments as required by Section 60 140 Title 41 of the Code of Federal Regulations.

E. EMPLOYER INFORMATION REPORT (EEO-1 STANDARD FORM 100)

Contractor has filed standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1-7 of Title 41 of the code of Federal regulations.

We are exempt from filing SF 100 (EEO-1) as defined above (check if applicable).

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
CORPORATE SEAL

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

SWORN to and SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**REQUEST FOR PROPOSAL  
DELAWARE STATE UNIVERSITY  
CAMPUS DINING/CATERING  
MANAGEMENT SERVICES AGREEMENT**

## **INTRODUCTION**

Delaware State University intends to negotiate a management services agreement for the operation of campus dining, catering and convenience store operations. The agreement will become effective on June 1, 2012. It is our intent to grant the successful contractor exclusive rights to the operation of the food services, both board plan and retail, on the campus of the University except as specifically excluded in this document. Catering and convenience store operations will also be a part of this contract. The University is seeking a company with an established record of providing high quality, innovative dining services in the higher education market. Companies should have the financial base to be able to provide substantial investment and commission funding to operate the University Dining Services. In partnering with the right company, the University is prepared to offer a ten-year contract. In addition to the University's normal contract oversight, this contract will undergo a formal review in its third and eighth year by the University's Food Service Advisory Committee.

## **CURRENT LOCATIONS**

Current food service operating locations and hours of operation at the University are:

**A. Village Café**

Breakfast, Monday thru Friday

7:00am.—9:30 am

Continental Breakfast, Monday thru Friday

9:30am—10:30am

Lunch, Monday thru Friday

11:00am—2:30pm

Soup, Grill and Sandwich, Monday thru Friday

2:30pm—4:29pm

Dinner, Monday thru Sunday

4:30pm—7:30pm

Brunch, Saturday and Sunday

11:00am—4:30pm

**B. Austin Grill**

Day of Week

Monday-Thursday	11:00am—11:30pm
Friday	11:00am—12:30am
Saturday	12:00pm—12:30am
Sunday	5:00pm—11:30pm

**C. Market Place**

Monday –Friday	8:00am—4:00pm
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**D. Conrad Café**

Monday—Thursday	12:00pm-- 10:00pm
Friday	12:00pm-- 4:30pm

**E. The Hub Convenience Store**

Monday –Thursday	8:30am-- 8:00pm
Friday	8:30am-- 4:00pm
Saturday	12:00pm-- 4:30pm
Sunday	Closed

**UNIVERSITY PRIORITIES**

The first and foremost priority of the University for the food service is the food itself. This priority encompasses the quality of the food, the variety of the food being served, the choices offered by the multiple locations on campus, customer service, competitive price/value, and the ability of the vendor to replace and/or rotate food concepts in a timely manner to keep the food service fresh and up to date and reflect customer preferences.

A second priority is the financial package of the dining services contract. The financial package should be some combination of company investment and commission to the University in order to provide the high quality campus dining service desired by the University. It is essential that the financial package be structured such that the investment/commission is not too heavily front-loaded so that there will be funds available for reinvestment in the dining program throughout the life of the agreement. Commissions should be clearly stated as a percentage of gross sales revenues and/or minimum annual guarantees.

A third University priority is providing a smooth transition for employees. Accordingly, the contractor will be expected to comply with the following requests: The successful contractor shall offer “fair trial employment” for a period of six months to all current dining and convenience store employees. Such employment shall be without a reduction in current wages, benefits or seniority. Students must be given employment opportunities and must be paid the prevailing federal minimum wage.

## CATERING

The University will expect its dining services partner to provide high-quality catering services for a variety of University events. Services should include event planning and coordination as well as a variety of menu choices at competitive pricing. Catered events will be held both on and off campus, and the contractor should be prepared to transport food and equipment to desired locations.

## CONVENIENCE STORE

The University will expect the successful bidder to provide a convenience store that is well stocked and open for service a reasonable number of hours.

## BOARD PLANS

The University dining services partner will be expected to offer a variety of board plans on a mandatory and non-mandatory basis to meet the needs of the students. The University currently has a mandatory board plan encompassing approximately 1,890 students. The successful contractor will also offer a variety of plans that will appeal to commuter students. Resident students should have several choices, at a variety of price points, to select from when choosing a mandatory meal plan.. Currently all students in campus housing are required to purchase a meal plan except for students residing in the Courtyard Apartment complex.

The student meal plan options per semester are as follow:

Traditional 19 PLUS-----	\$1,786
Traditional 15 PLUS-----	1,726
Traditional 10 PLUS-----	1,584
Commuter 5 PLUS-----	895

## PROPOSALS

Response Format:

- Submit one (1) original and six (6) copies of your proposal. The original response shall contain the original manual signature of the authorized person signing the proposal. Failure to include the original and all signed copies may be grounds for rejection of your proposal without further evaluation.
- The original response shall be in a separate envelope, clearly marked original. Copies may be submitted in bulk.
- The outer carton of the response should be labeled, Food Services RFP, Contractor's name and due date.
- Your response shall include the information and required submittals described in the Content section, **tabbed and numbered as shown below**, with all information appearing in the Tab in which it was requested.

- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested shall be in hardcopy form and included in your written response. Responses shall not refer the University to electronic media such as website, cd's, disks, or tapes in order to obtain the required information or submittals.
- Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, you must provide information following the numbered tab, telling the evaluator where the information can be found in your response.

Response Content:

- Tab 1: A one or two page executive summary of your proposal, including brief descriptions of your company's expertise and experience dealing with a contract the size and scope of the University food service operation, and how you plan to address the University's priorities.
- Tab 2: Contact name(s) and titles of the individual(s) responsible for the company's proposal and negotiation during this RFP process.
- Tab 3: The audited financial statements of the company for the past three years. (It will be acceptable if audited statements are not available for the most recently completed year.) If the company is a division of a larger corporation, the statements should be submitted for the corporation as a whole AND for that division of the corporation.
- Tab 4: A listing of all the company's current higher education sites that generate more than \$4 million/year in sales revenues. This should include the name, address, telephone and email of the client contract administrator. This list should also include the number of students on board plans at each institution and whether the board plans are mandatory or non-mandatory.
- Tab 5: A list of all the company's higher education sites that generated more that \$4 million in sales revenue who canceled or did not renew with the contractor in the last two years. This should include the name, address, telephone and email of the client contract administrator.
- Tab 6: Based upon the information presented above, submit a detailed plan of the company's "vision" for the University Dining Services for the next ten years. For the next five years, specifically outline the steps that would be achieved and a timetable for attaining that vision. This "vision" should be comprehensive and will weigh heavily in the decision making process the University.
- Tab 7: Submit a financial plan that details how it will enable the University and the company to attain the desired vision for the University Dining Services. The financial plan should clearly delineate between investment by the company, commission to the University based upon a percentage of sales revenues and minimum annual commission to the University.
- Tab 8: Submit the resumes of the management team the company is proposing for the University account. This should include at least the Food Service Director, District/Regional Manager, Executive Chef and Marketing Director. If additional management personnel that will be direct reports to the Food Service Director have been selected, those resumes should also be included. The Contractor should provide a detailed description of its pre-employment screening process.
- Tab 9: Submit proposed board plans and pricing for 2012-13 and 2013-14. A minimum of four board plans should be presented.

- Tab 10: Submit sample catering menus and pricing.
- Tab 11: Submit quality control and cleanliness standards the contractor will utilize. The Contractor shall develop and implement a quality assurance program with measurable results for tracking student satisfaction, quality of service, and market competitiveness.
- Tab 12: Submit boilerplate contract language that will be applicable to the proposed contract.
- Tab 13: Submit overview of employee benefits that will be applicable to employees hired through this contract.

## **EVALUATION PROCESS**

Proposals will be evaluated by the Request For Proposal Evaluation Committee to determine a short list of companies whose written response best addresses the University's priorities, as previously stated. Those selected for the short list will continue in the evaluation process, which will involve site visits, company presentations, company management team interviews, negotiations, and evaluation of the company's best and final offer.

IMPORTANT NOTE REGARDING INITIAL WRITTEN RESPONSE: The determination of the companies selected for the short list with which negotiations will continue will be based on evaluation of the written response submitted. There will be no opportunity for presentations at this stage. Any response that does not provide complete, accurate, and detailed answers to each question, or which indicates the company prefers to defer providing complete details until a later stage in the process, may be declared non-responsive, and rejected without further evaluation.

The short listed companies will be required to submit a listing of five (5) of their higher education accounts of which the Committee will choose one for a 2-day site visit. The listing of 5 accounts must include total enrollment, on campus resident enrollment, number of board plans, and whether board plans are mandatory or non-mandatory. All travel expenses for these visits will be borne by the contractors. On the site visit the company shall provide a tour of the facilities, a catered evening meal for the Committee, breakfast the following morning at one of its board dining facilities and lunch at its retail facilities. Between breakfast and lunch the company shall make its formal presentation to the Committee, addressing the University's priorities and the company's willingness and ability to fulfill the University's food service needs for the next 10 years.

At a later date, the Committee will interview the management team the company is proposing to bring to the University account. After site visits, negotiations, and management team interviews have been completed, companies will be given a deadline for submission of a "best and final" offer. The negotiation process will stop upon submission of the "best and final" offers and companies will not be allowed to make further adjustments to their offer or communicate further with the University, except to respond to requests for clarification from the Committee. The recommendation of the Evaluation Committee will be based upon the initial written response, site visits, management team interviews and best and final offers. That recommendation will be submitted to the Vice President of Student Affairs and the Vice President of Business Affairs for a decision. Once the contract award is determined, the successful contractor and the University will prepare a final contract document.

## **COMPANY QUESTIONS**

Preliminary questions to the RFP document and/or process should be written and submitted at the mandatory conference on February 13, 2012. Questions that cannot be answered at the conference or questions that arise following the conference shall be submitted to Jessica Wilson, Director of Purchasing.

## **SOLE POINT OF CONTACT**

The University's sole point of contact for all matters relating to this RFP is:

Jessica Wilson  
Delaware State University  
Room 321  
Administration Building  
1200 North DuPont Highway  
Dover, DE 19901-2277  
Phone: (302) 857-6272  
Fax: (302) 857-6278  
Email: [jwilson@desu.edu](mailto:jwilson@desu.edu)

Any individual associated with the company participating in this RFP who contacts any other University employee and/or Evaluation Committee member regarding any aspect of this RFP, who attempts to discuss the RFP with any representative of the University other than the person designated as the sole point of contact, whether such contact be in person, telephone, or through electronic or written correspondence, may be determined to have violated the terms and conditions of this solicitation. If that determination is made, any proposal received from such an individual OR his or her company may be rejected as non-responsive, not subject to evaluation. If there are any changes or additions to the sole point of contact information at any time in the process, participating companies will be notified via an addendum to the RFP.

## **INVESTIGATIONS BY PARTICIPATING COMPANIES**

The University has scheduled an optional tour of the University food services facilities (see Calendar of Events). Participating companies shall make all investigations at their own cost, to thoroughly inform themselves regarding the scope of services referenced in the RFP. No plea of ignorance by those responding to the RFP or by the successful company, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the company to make the necessary examinations and investigations, or failure to fulfill the requirements of the contract documents, will be accepted as a basis for varying the requirements of the RFP or to the contract, including compensation, with the successful company.

## **INTERPRETATIONS / DISPUTES**

Any questions concerning conditions and specifications shall be directed in writing to the attention of the person designated as the sole point of contact, by the date and time outlined in the Calendar of Events. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any person who is adversely affected by the

University's decision or intended decision concerning a solicitation or contract award and who wants to protest such a decision shall file a protest by contacting Jessica Wilson at the address listed earlier.

## **NOTICE OF RFP PROTEST**

When a contractor wants to protest a contract awarded pursuant to this solicitation, they must submit a written request to the Director of Purchasing at the address listed earlier. This request must be received by the University Purchasing Office within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific, sound reasons and any supporting documentation for the protest.

## **CALENDAR OF EVENTS**

A. RFP issued

Date: January 27, 2012

B. Optional tour of the University food service and convenience store facilities

Date: February 13, 2012

Time: 9:00am EST

Location: MLK Student Center

Restrictions: No more than four (4) representatives per company may attend.  
Photography is permitted.

C. MANDATORY pre-RFP conference

Date: February 13, 2012

Time: 1:30 pm EST

Location: Administration Building, Room 300

D. Additional Touring Opportunities and Student Input Meetings

Dates: February 14 and February 15, 2012

Time & Locations: TBA

E. Written proposals due in the University Purchasing Department

Date: March 2, 2012

Time: 3:00 pm EST

Location for delivery: Room 321, Administration Building  
Delaware State University  
1200 North DuPont Highway  
Dover, DE 19901-2277

Procedure: Responses delivered after the time indicated above or to any location other than the address shown above, are subject to rejection without evaluation.

- F. Evaluation Committee meets to discuss and determine short list of companies
  - Date: March 9, 2012
  - Time & Location: TBA
  
- G. Posting of short list of companies with whom the University will continue the RFP process
  - Date: March 19, 2012
  
- H. Evaluation Committee conducts site visits to sites selected by short list vendors
  - Dates: March 23 - March 30, 2012
  - Note: Dates shown are estimates for planning purposes and are subject to change.
  
- I. Negotiation team conducts negotiations with short list companies
  - Dates: April 2 & April 9, 2012
  - Note: Dates shown are estimates for planning purposes and are subject to change.
  
- J. Evaluation Committee conducts company management team interviews
  - Dates: April 23 & April 24, 2012
  - Note: Dates shown are estimates for planning purposes and are subject to change.
  
- K. Best and final offers due in the University Purchasing Department
  - Date: May 1, 2012
  - Time: 2:30pm EST
  
- L. Evaluation Committee meets to discuss best and final offers and determine award.  
Recommendation to be advanced to Vice President of Student Affairs and the Consulting Vice President for Business Affairs.
  - Date: May 4, 2012
  
- M. Posting of award to successful company
  - Date: May 11, 2012 (subject to change)

QUICK REFERENCE SUMMARY – CALENDAR OF EVENTS

	<b>EVENT</b>	<b>DATE</b>
A.	RFP issued	1/27/2012
B.	Optional tour of facilities: 9 a.m. EST	2/13/2012
C.	MANDATORY Pre-RFP conference: 1:30 pm EST	2/13/2012
D.	Additional touring and student meetings	2/14/2012 & 2/15/2012
E.	Written proposals from companies due: 3:00 EST	3/2/2012
F.	Evaluation committee meets and determines short list of vendors	3/9/2012
G.	Posting of short list of companies	3/19/2012
H.	Evaluation committee conducts site visits	3/23/2012 – 3/30/2012
I.	Negotiations	4/2/2012 & 4/9/2012
J.	Management team interviews	4/23/2012 & 4/24/2012
K.	Best and final offers due: 2:30 pm EST	5/1/12
L.	Evaluation committee meets to determine final recommendation	5/4/12
M.	Posting of final award decision (subject to change)	5/11/12