SECTION 1.0
GENERAL INFORMATION AND INSTRUCTIONS

1.1 **Purpose:**

Meharry Medical College (also referred to herein as “the College”) is seeking proposals from qualified food service contractors for the operation of food service in The Cal Turner Family Center for Student Education (“Turner Center”).

This Request for Proposals (RFP) states the instructions for submitting proposals; the procedure and criteria by which a bidder or bidders may be selected; and the contractual terms between the College and the selected bidder(s).

1.2 **Schedule:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 26</td>
<td>Release the RFP.</td>
</tr>
<tr>
<td>Feb 10 &amp; Feb 19</td>
<td>Mandatory pre-proposal conferences.</td>
</tr>
<tr>
<td>Feb 20</td>
<td>Last day for questions from vendors. Time: 4:30 PM CST</td>
</tr>
<tr>
<td>Feb 27</td>
<td>Answers to all questions sent to vendors.</td>
</tr>
<tr>
<td>March 16</td>
<td>Proposals due to the Director of Facilities by 4:30 PM CST</td>
</tr>
<tr>
<td>April 6-11</td>
<td>Interviews.</td>
</tr>
<tr>
<td>April 17</td>
<td>Letter of Intent sent to first choice vendor</td>
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</table>

1.3 **Pre-Proposal Conference:**

Pre-proposal conferences will be held on: February 10, 2015 & February 19, 2015.

The purpose of these conferences is to tour the campus and dining service facility and answer questions or provide further clarification as may be required. **Attendance by all prospective bidders is mandatory.**

To assist in the arrangements for the tour, firms should contact Mr. Edwin Feagins, Director of Facilities, at efeagins@mmc.edu or 615-327-6294 no later than February 9, 2015, with the names and titles of the individuals who will attend.
1.4 Definition of Parties:

Meharry Medical College shall be referred to as “MMC” and “the College”. Respondents to the RFP shall be referred to as “Bidders.” The Bidder or Bidders to whom the contract is awarded shall be referred to as the “Contractor.”

1.5 Communication with MMC:

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. MMC will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to:
Mr. Edwin Feagins at efeagins@mmc.edu or 1005 Dr. D.B. Todd Blvd, Lyttle Hall, Suite 209, Meharry Medical College, Nashville, TN 37208

1.6 Site Visits: Access to the dining facilities is limited and site visits to that space is limited to the Pre-Proposal conference.

1.7 Terms and Conditions:

By submitting a proposal, the bidder agrees to be governed by the terms and conditions set forth in this Request for Proposals. Any exceptions to the specifications must be clearly identified in the bidder’s proposal in response to Item 3.17 of Section 3.0 of this RFP.

1.8 Order of Submittal:

Proposals shall be submitted in the same order (sequence) as the Mandatory Responses Section 3.0 of this RFP. Bidders are encouraged to submit additional information pertinent to this RFP.

1.9 Proposal Submission:

Each copy shall be bound in a single binder/volume. A SIGNED original and 5 copies of the proposal must be submitted to the Office of Mr. Edwin Feagins, Director of Facilities, Meharry Medical College, 1005 Dr. D.B. Todd Blvd., Lyttle Hall, Suite 209, Nashville, TN 37208 in a sealed envelope or package by 4:30 CST on March 16, 2015. Normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. MMC assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED. The envelope must be clearly identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
FOOD SERVICE RFP

1.10 Costs of Preparation:

Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
1.11 **Debarment:**

Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in business with the Federal Government. Submission is also agreement that MMC will be notified of any change in this status.

1.12 **Evaluation Process:**

The proposal evaluation process shall be as follows:

1.12.1 Proposals shall be received by Meharry Medical College, and reviewed for completion and compliance with the required date of arrival. They will then be forwarded to evaluation committee reviewers.

1.12.2 The evaluation committee consists of representatives from the administration. This committee will do a comprehensive review of the proposals and complete an initial scoring sheet regarding qualifications.

1.12.3 Reference checks will be made and shared with the evaluation committee. The evaluation committee will recommend 2 or more vendors to the selection committee for an invitation to make a capabilities presentation and interview. In addition, the evaluation committee may submit questions for the selection committee's consideration.

1.12.4 The selection committee, consisting of representatives from the students, administration and staff will meet and confer on the initial evaluations and conduct the capabilities presentations and interviews.

1.12.5 Each qualified bidder will make a one-hour capabilities presentation (taste sample of menu, promotional materials, client communications, etc.) followed by a thirty minute question and answer period with the selection committee.

1.12.6 At the end of the presentations, the selection committee will meet to confer and finalize ranking of the bidders.

1.12.7 Following all of the presentations, the selection committee will either make a selection or may reserve the right to bring the top one or two bidders back for another round of question and answer period.

1.13 **Evaluation Criteria:**

Proposals will be evaluated on many criteria deemed to be in the best interest of the College including, but not limited to qualitative and financial aspects. All of the mandatory responses found in Section 3.0 will become part of the overall evaluation criteria in one of the following categories:

1.13.1 Experience and References.

1.13.2 Operating Systems and Procedures Plan.

1.13.3 Concepts.
1.13.4 Staffing, Management and Personnel.

1.13.5 Communication and On Boarding Plan.

1.13.6 Financial Proposal.

1.13.7 Proposal and Interview/ Capabilities Presentation Quality.

1.14 Award of Proposal:

After presentations have been conducted, MMC may select the bidder or bidders which, in its opinion, has made the proposal(s) that is (are) the most responsive and most responsible and may award the contract to that bidder or multiple bidders. MMC reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the College will not be considered in the evaluation of proposals. The College may cancel this RFP or reject any or all proposals in whole or in part. Should MMC determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.15 Award Protest:

Bidders may appeal the award decision by submitting a written protest to Office of General Counsel, Meharry Medical College, 1005 Dr. D.B. Todd Jr. Blvd., Nashville, TN 37208, within five (5) business days of the date of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge. The decision of the reviewer is final.

1.16 Confidentiality:

The information contained in proposals submitted for consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be announced. MMC will honor requests for confidentiality of information of a proprietary nature. Clearly mark any information considered confidential.

1.17 Proposal Validity:

All proposals shall be valid for 120 days from the due date of the proposal.

1.18 Contract Documents:

The contract entered into by the parties shall incorporate by reference the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the parties, all of which shall be referred to collectively as the Contract Documents.

1.19 Contract Term:

Any contract(s) resulting from this process shall be for a term of two years with three one-year extension options at the sole discretion of MMC. The contract shall begin no later than July 1, 2015.
SECTION 2.0
COLLEGE AND DINING OPERATION DESCRIPTION

Currently, the College has an agreement with Aramark for specialty coffee service in the Salt Wagon Café, which terminates in June 30, 2016. Along with coffee and beverage options, prepackaged sandwiches and salads are sold in this location, which has a capacity of approximately 20 people. Bidders should give consideration to developing a proposal that reflects any potential efficiencies to be gained by serving both locations in the future.

2.1 Current Situation/Background:
Details about MMC can be found on the college website:

www.mmc.edu

2.2 Market Population Data:
The Turner Center will serve as the only full service food operation on the campus of Meharry Medical College. Meharry is comprised of a medical school, dental school and school of graduate studies. In addition, Meharry operates outpatient medical clinics and the city operates a full service in-patient hospital (Nashville General Hospital) on the campus. Fisk University, a private liberal arts university offering undergraduate and graduate degrees, is only separated from Meharry by Dr. DB Todd Blvd. There is convenient walking access to Turner Center for Fisk students and employees. There are opportunities for collaborative efforts with Fisk University to enhance the food offerings and increase accessibility for their students.

<table>
<thead>
<tr>
<th></th>
<th>Students</th>
<th>Employees</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>MMC:</td>
<td>802</td>
<td>881</td>
<td>1684</td>
</tr>
<tr>
<td>Fisk:</td>
<td>746</td>
<td>253</td>
<td>999</td>
</tr>
<tr>
<td>Nashville General:</td>
<td>N/A</td>
<td>500+</td>
<td></td>
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2.3 Special Event & Catering Revenue
The Turner Center, the Kresge Learning Resource Center, Lyttle Hall, and Moses Alumni Hall (see Special Event Facilities @ mmc.edu) are venues that are marketed and rented to external constituencies. The Contractor will maintain exclusivity for providing food service for the events held in these spaces. Bidders should indicate capacity to provide china, glassware, silverware, linen etc. for such events.

2.4 Meal Card System:
MMC is seeking to implement a meal card system on campus. The food service Contractor would have to maintain its own card system. It should be compatible and integrate with the Banner system, currently used by the College.

2.5 Dining Facilities and Operations (see appendix):

2.5.1 Turner Center
- Main Dining Area
• Presidential Dining Room
• Conference Center & Ballroom Space

2.5.2 Moses Alumni Hall

2.5.3 Kresge Learning Resource Center
• Library Multi-Purpose Room
• TQM Room

2.5.4 Lyttle Hall
• Parlor & Patio
• Conference Space

2.6 Sustainability:
The Turner Center is a LEED certified building and the Contractor will need to demonstrate a commitment to environmental protection and sustainability. Additional consideration will be given to those proposals that demonstrate the ways in which they will implement sustainability measures in food choices (local, environmentally friendly grown produce), recycling and conservation efforts.

2.7 Waste Disposal:
The Contractor will be required to provide primary and secondary containment for stored oil as well as a mechanism for the proper pickup and disposal of waste. The Contractor will also be required to report capacity of storage and document dates and quantities of pickup and disposal. Contractors are required to provide emergency contact information in the event of a leak to make necessary response to clean up and stop a leak. Any Contractor who determines that the installation of secondary containment is not practical, must provide the College an explanation of impracticability, an oil spill contingency plan, and a written commitment of manpower, equipment and materials required to control and remove discharges of waste grease or cooking oil.

SECTION 3.0
MANDATORY RESPONSES

3.1 Bidder Related Information:

Name of Bidder: Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed by a person or persons authorized to legally bind the person, partnership, company, or corporation submitting the proposal. One person must be designated to receive all official correspondence regarding this process. Please list the name, address, email address, and phone numbers of the person to contact concerning your response.

Organization Name: ___________________________

Main Office Address: __________________________

Telephone Number: ___________________________

Website: ___________________________________

Fax Number:_________________________________
3.2 **Bidder Qualifications:**

Interested bidders should submit the following information:

3.2.1 Name, address, and phone number of company headquarters.

3.2.2 A list of all comparable size and type dining operations.

Each listing should include the following information:

- Name and location of client.
- Name and phone number of client contact.
- Length of time your company has had this contract.
- Type of contract (management fee, profit & loss, et. al.).
- Approximate annual dollar sales volume.
- Approximate College population.
- Size, type (i.e. board, food court, snack bar, pub), and number of College dining operations (square feet and number of seats).

3.2.3 List of all higher education accounts that your company has lost over the past five years. Please include the name and phone number of the client contact.

3.2.4 A copy of your company's most recent audited financial statement.

3.2.5 An organizational chart depicting where the manager of this account will relate to your company organization as a whole.

3.2.6 Background statements and/or resumes for key headquarters, regional, and/or district management personnel.
3.2.7 A statement of the bidder’s management philosophy, and understanding of the unique requirements.

3.3 **Dining:**

Please submit a plan of operation for the Turner Center dining:

- Menus.
- Meal Plans.
- Include breakfast, lunch, dinner, snacks, brunch, takeout and special meals.
- Include any minimum numbers necessary to provide the service.
- Card System the bidder would use for students access. Include compatibility data.

3.4 **Meal Plans:**

Currently, there are no meal plans offered by MMC. Please submit a proposal for meal plans your firm would propose to offer students.

- Hours.
- Service Format.
- Pricing by meal plan/level of mandatory buy-in.

3.5 **Retail Service:**

Please submit a plan for retail operations to include, but not be limited to:

- Concepts.
- Décor and Signing.
- Menu.
- Hours by time of year and day of week.
- Prices and Portions.
- Staffing (including Weekly FTE’s).
- Marketing Plan/Strategy.

3.6 **Catering Plan:**

Please submit a catering plan to include:

- Menu.
- Portions/pricing for four levels of service: table linens with china, standard china/service-ware, disposable service-ware, and pick-up/carry-out.

- Identify all charges for catering including linens, deliveries, handling fees (i.e. for flowers), breakage fees, and charges for lost equipment.

- Typical staffing levels per customer for seated service lunch and dinner functions, receptions, and buffet service.

- The process used to receive, process, affirm, and confirm catering orders.

- Sample brochure/marketing piece.

- Sample event planning/billing form.

- Other pertinent data.

3.7 **Conference Service:**

Please submit a plan for providing food service to Turner Center conference hosts, to include:

- Price and Portions.

- Operations, including additional personnel for set-up.

- Menu.

3.8 **Client Communications Plan (if applicable):**

Please submit a communications plan that, at a minimum, details the following:

3.8.1 District, regional and corporate visitation schedule by job title. Include the length of the visit, who will be called upon, and what follow-up the College can expect from such a visit.

3.8.2 Type of ongoing meetings and written communication that the College will receive regularly throughout the engagement, including frequency, topics, and other pertinent explanatory data.

3.8.3 Type and level of operational and financial results and related analysis detail that the College can expect to receive and utilize as a management tool. Respondents should be candid as to the level of detail that will be provided relative to full disclosure on all costs associated with this contract.

3.9 **Staffing and Personnel:**

Please submit a consolidated personnel/staffing plan that includes, but is not limited to:

3.9.1 Pro forma staffing charts for all operations including position titles, times scheduled to work and wage rates. Provide a summary of FTE’s scheduled per week along with a total FTE count for hourly and salaried personnel. Any student worker opportunities should be identified.
• Brief job profiles and descriptions.
• An outline of the Employee Training Manual.
• Basic employee policies and procedures.
• Resumes for proposed site management team for this account. Also include resumes for the District or Area Manager and any other local area/regional managers with responsibility or support functions with this account.

3.9.2 Benefit packages (health and related insurance coverages, vacations, holidays, sick leave, etc.) and minimum qualifications to receive these benefits. Include any co-pay requirements for both salaried and hourly personnel.

3.10 Nutrition Programs:

Please describe in detail any types of nutrition awareness programs that would be initiated at the College and how these programs will be promoted. Examples of such programs would include programs for those with chronic dietary issues (diabetes, low-cholesterol & low sodium needs, etc.), religious diet preferences, and various degrees of vegetarian diets.

3.11 Marketing Plan:

Submit a marketing plan that addresses the following:

• Marketing the retail and catering services.
• Marketing commuter meal plans to faculty, staff and non-resident students.
• All marketing data (i.e. how the firm’s concepts respond to results of College web based surveys)
• Determination of price point/ value to customer
• Means of communicating promotions, including social media/ online efforts
• Customer retention plan
• Satisfaction Survey tools
• Data tracking
• Any other information available that will be utilized in support of maximum brand awareness and customer retention

3.12 Safety, Sanitation and Security:

Submit data to support the existence of programs your company brings to an operation with respect to providing a safe, sanitary, and secure work and dining environment. Please note the type and frequency of training programs and mandated procedures that support safety, sanitation, and security.

3.13 Branded Products:

Please indicate whether or not your firm will feature any branded products in any of its concepts. If yes, please disclose those brands here and indicate what, if any, contractual or franchise commitments and the resultant financial impact. What additional impact will result from your decision to bring that branded product to the College; (i.e., has your firm agreed to have XYZ deli meats exclusively for a period of time?)
3.14 **Quality Assurance:**

Please submit a plan to provide quality assurance:

3.14.1 Sample inspection/quality audit forms used internally (specify if there are forms required as part of any district/regional visitations).

3.14.2 Follow-up procedures for customer complaints.

3.14.3 A plan for ongoing as well as periodic customer service monitoring.

3.14.4 Forecasting, merchandising, production, and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification, and deletion of unpopular items and so forth.

3.14.5 Describe the training and supervision process that will be implemented and sustained to assure MMC that proper food handling, holding, transport, and service standards are in place and consistently utilized.

3.15 **Equipment Maintenance:**

Please submit a plan to assure the College that all College owned capital equipment will be maintained, inspected and repaired according to standards specific to the equipment. Proof of such maintenance and need for repair shall be communicated to the College regularly. Additionally, submit a plan of assurance that food service employees will receive initial and ongoing training in the proper use and cleaning of all College owned capital equipment and mechanical systems.

3.16 **Environmental Protection Agency Oil Spill Prevention, Countermeasure and Control Plan (SPCC) and local Metro Water Services requirements:**

Please submit a plan to assure that your firm is in compliance with the requirement to control the storage and disposal of waste grease or cooking oil in accordance with federal, state and local requirements.

3.17 **Exceptions to The RFP:**

Include any exceptions to the contract terms and conditions presented as part of this RFP. MMC reserves the right to negotiate and/or reject any proposed exceptions. Failure to note exceptions will be considered as an initial agreement with the stated terms and conditions.

3.18 **Financial Proposal:**

**Fee Proposal**

Turner Center is a new construction with high end equipment, appliances and infrastructure. The Contractor will benefit from the significant investment made by the College to provide the state of the art facility. In consideration of the benefit conferred upon the contractor by the provision of such infrastructure, it is expected that the Contractor would propose an investment in the College that reflects a vested partner in maintaining high-level offerings and services to the campus and community. Submit a fee/investment proposal wherein commission percentage must be included. Any commissions will be based on net sales. Net sales equals Gross Sales less Sales Tax. Additional considerations:
• The Contractor should include the levels of service it is willing to provide at the College.
• Include any capital investment that the Contractor would make and any return to the College on catering or retail sales. Terms and conditions of any investment in the College must be clearly spelled out in the proposal.
• Pricing for meal plans should be clearly identified and should be for the contract term.
• Any commission return to the College by source (retail, catering, etc.).

3.19 **Pro Forma Statements:**

Please submit a pro forma budget for years one and two.

3.20 **Subcontracts:**

If your company plans to use a subcontractor to fulfill any portion of the responsibilities outlined in the Request for Proposal, please identify them along with their qualifications. Describe in detail the exact role the subcontractor is to play within this contract. MMC reserves the sole right to approve or reject any or all proposed subcontractors.

3.21 **On Boarding Plan:**

A plan detailing the steps that the Bidder would take in chronological order if selected to become fully operational.

3.22 **Sustainability:**

Please submit a proposal to support MMC’s commitment to promote sustainability in dining operations. Please be specific in the actions that will be taken, time lines, and how success will be measured. Specifically, please answer the following in your proposal:

3.22.1 Specifically state how your company addresses sustainability issues in food service for maximum environmental, social, and economic impact.

3.22.2 What is your corporate policy regarding organic and locally sourced foods?

3.22.3 What percentage of your current buying for clients in the local area is from local food sources (local to be defined as products grown and processed within 150 miles of the College)

3.22.4 What level (percentage of cost of sales) of fruits, vegetables, meat, fish, poultry, bread, eggs, diary, and vegetables will you commit to sourcing locally for the College?

3.22.5 Please submit a sample list of spring, summer, fall, and winter seasonal foods that will incorporate locally sourced foods.

3.22.6 How will you help the College minimize waste and maximize the diversion of waste?

3.23 **Minority Joint Ventures or Partnerships**

MMC is proudly recognized with the designation of a Historically Black College. Bidders are encouraged to utilize joint venture partners that are of various ethnic backgrounds
(African-American, Hispanic, etc.). Said joint venture or co-partnership shall include individuals or entities which have at least three years of successful experience in commercial food service or catering. Joint venture or joint cooperation shall remain in effect for the duration of this contract. A copy of said joint venture shall be included at the execution of the contract for services.

SECTION 4.0
GENERAL SPECIFICATIONS

4.1 **Management and Personnel:**

4.1.1 The Contractor will maintain adequate staff on duty at all times to ensure a quality dining service operation. In order to maintain a high quality of service, the Contractor will be responsible for providing expert, experienced, and qualified personnel to handle the duties of administration/supervision, menu planning and dietetics, production, purchasing, service, sanitation, marketing, and equipment consulting.

4.1.2 Contractor’s employees may be required to attend MMC Human Resource related training, as appropriate.

4.1.3 The Contractor will continually provide training and development programs for employees at all levels of the food service operation through regularly scheduled training meetings.

4.1.4 The Contractor will manage staff in accordance with all applicable laws and regulations.

4.1.5 The Contractor will be responsible for complying with and paying the costs of all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes unemployment insurance, worker’s compensation, and other taxes, health examinations, permits, and licenses.

4.1.6 The Contractor will hold all applicable licenses from the State of Tennessee and Nashville & Davidson County to serve alcoholic beverages. The Contractor will be responsible for effectively controlling the sale and/or service of alcoholic beverages in a manner that promotes responsible drinking and is consistent with College alcohol policies.

4.1.7 The College reserves the right to interview the proposed candidates for director/site manager. The Contractor alone will have the right to make appointments and will be solely responsible for the employment decision.

4.1.8 The Contractor is responsible for the on-campus behavior of all its employees. Said employees will abide by all rules and regulations which govern the College’s employees. Infraction of those rules and regulations may result in the College requesting that the individual no longer be employed at the Contractor’s College account.
4.2 Equipment – Inventory, Procurement and Repairs:

4.2.1 The College will provide an initial inventory of equipment. The Contractor, through the term of this contract, shall maintain such minimum or par stock levels of additional inventory (trays, plates, napkins, condiments, etc.) at its cost. This includes any catering linens and serving pieces.

4.2.2 Prior to the start of the contract, the College and the Contractor will jointly inspect the inventory of equipment and smallwares. The resultant inventory shall serve as the base for the contract terms and conditions.

4.2.3 The Contractor will be responsible for maintenance of the space in good condition and repair. Any additional furniture or equipment not included in the current space must be preapproved by the College and will be furnished by the Contractor at its own expense.

4.2.4 With respect to the equipment provided by the College, the College makes no implied or express warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

4.2.5 On termination or expiration of the contract, the College will conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Contractor will surrender the facilities and non-expendable supplies and equipment to the College in as good condition as at the start of the contract, excepting ordinary wear and tear and loss or damage by fire, flood, and other perils covered by extended coverage insurance. The inventory must be equal to the original inventory plus any additional (not replacement) equipment provided during the life of the contract.

The un-depreciated value of additional equipment (purchased by the Contractor and listed and agreed to by the College) at the time of a transition would be purchased by the new Contractor or the College. Depreciation will be straight-line method.

4.2.6 The Contractor, at its cost, and in a manner acceptable with the College, will provide all cash registers, plus any office machines necessary for the management of the dining service operation including card readers, computers (and software), printers, fax machines, copy/printer machines and other similar items.

4.2.7 The Contractor will be responsible for the proper use and care for the equipment and facilities it is assigned and/or uses in the performance of its daily duties as specified by the equipment manufacturers. The Contractor will be responsible for performing first level (operator) preventive maintenance on equipment, fixtures, furnishings, and building components in the food service area.

4.2.8 The Contractor will provide, at its own cost, any other equipment not provided by the College that the Contractor deems necessary to implement its unique concepts. The installation of permanent Contractor owned equipment will require the prior written approval of the College.

4.2.9 The College will be responsible for repair and maintenance of all College owned equipment. The cost of these repairs will be paid by the College, except where it
has been determined by the College that damages were due to Contractor negligence or an event under its direct control and responsibility.

4.3 **Food and Other Supplies:**

4.3.1 The Contractor will be responsible for all costs (as a part of doing business) for required food, paper, office, janitorial, and chemical supplies for the operation of the dining facilities.

4.3.2 The Contractor will be responsible for providing (at its expense) and maintaining an inventory of paper service adequate to meet emergency needs should the dishwashing facilities become inoperative and paper or other disposable service is required. Should the dishwasher be inoperable for more than 3 operating days the College shall reimburse the Contractor for the cost of the paper service unless the reason the dishwasher is inoperable is due to Contractor or Contractor's employees' negligence.

4.3.3 On expiration or termination of the contract, inventories of food and expendable supplies of the Contractor will remain those of the Contractor. Any payment to be made to the Contractor by the College will be withheld until all transactions or arrangements for the inventory removal or transfer to succeeding Contractor have been completed to the satisfaction of the College.

4.4 **Utilities:**

4.4.1 The College will be responsible for providing and paying for electricity, gas, steam, water, sewer service, and air-conditioning, where applicable, for food service operations.

4.4.2 The College does not guarantee an uninterrupted supply of water, steam, electricity, gas, heat, or air conditioning. However, the College will take reasonable efforts to effect restorations of the service following an interruption. The College will not be liable for any product loss that may result from the interruption or failure of any such utility services.

4.4.3 The Contractor will assume responsibility for maximum utility/energy conservation. The Contractor will adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment, and other energy consuming items when the dining service facilities are not in use or when business volume dictates a reduction in the use of utilities. Repeat offenses will be documented in writing. The Contractor will quantify/document energy conservation efforts/results on an annual basis.

4.4.4 The Contractor will use the College telephone system and will pay all monthly phone charges (long distance charges, local charges, data port charges, etc.) Contractor must provide its own telephone equipment beyond what is furnished by the College.
4.5 Sanitation and Safety:

4.5.1 The Contractor will provide daily housekeeping and all cleaning/janitorial functions along with requisite sanitation services in dedicated food service areas (including but not limited to production and serving areas, refrigerators, freezers, receiving and storage, trash and garbage areas, employee rest rooms, Contractor offices, and any halls or stairs used exclusively by the Contractor). In addition, the Contractor will maintain the dining room throughout the service hours to include floor maintenance, wiping down tables, cleaning spills, emptying trash, and keeping the dining rooms neat. The College will need to approve all cleaning products prior to use.

4.5.2 The College will perform, at minimum, an annual cleaning of all floor surfaces, any necessary stripping and sealing and other major projects.

4.5.3 The Contractor will ensure that all employees are trained in the highest standards of sanitation and safety and supervised in a "clean as you go" policy that will result in a clean and orderly facility at all times. The Contractor will develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean, neat, and sanitary appearance. Upon review and approval by the College, schedules will be posted and implemented within 30 days of the beginning of the contract.

4.5.4 The Contractor will be responsible for routine cleaning of the hood exterior and interior surfaces and filters. In order to assure compliance with College risk management standards, the College will retain responsibility for all maintenance functions for the hood and fire extinguisher system.

4.5.5 When the dining service areas are closed for College holidays, these areas will be left in a clean and ready-for-inspection condition.

4.5.6 The Contractor will be responsible for providing, cleaning, and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels, and other related dining service linens.

4.5.7 The Contractor will be responsible for providing food handler certificates and/or medical examinations as required by law and will make such records available for review upon College request.

4.5.8 The Contractor will not allow employees to work with known illnesses (which are transmitted through the air or via the food products, equipment, or other mediums), open sores, or other symptoms. Any contagious disease such as hepatitis must be reported immediately to the College.

4.5.9 The Contractor will be responsible for all costs and maintenance of insect and pest control in all assigned areas for production, service, and storage.

4.5.10 The Contractor will comply with both present and future recycling programs as adopted by the College. The Contractor is expected to recycle or donate excess food, packaging, and other items as they comply with College policies and meet state and local sanitation and safety regulations. It will be the Contractor’s responsibility to remove such items from its spaces to the proper receptacles at their respective loading dock locations.
4.5.11 The Contractor will immediately report fires, unsafe conditions, thefts, and security hazards to the College. The Contractor will immediately fix and/or report any citations by local, state, or federal agencies including those identified by the College.

4.5.12 The College will furnish and maintain fire extinguisher equipment and supplies. The Contractor will notify the College immediately after any fire extinguisher use or discharge.

4.5.13 The College will provide for the removal of recycling, trash and garbage with a charge back to the Contractor. The Contractor will cooperate with the College in minimizing disposal costs. Storage of refuse and recycling should be in appropriate clean containers and in unobtrusive areas of the facility, not in the production or dining areas. OR The Contractor is responsible for contracting for the removal of recycling, trash and garbage. The Contractor will document/quantify recycling results on an annual basis.

4.6 Space Use:

4.6.1 The College retains the right, without unreasonably interfering with normal food service, to use the dining areas for a variety of activities that may or may not be food service related. The College will notify the Contractor prior to such usage. The College will perform appropriate setup and cleanup with no cost charged to the Contractor. Facilities will be restored to conditions mutually satisfactory to the Contractor and the College at the conclusion of the non-food service use.

4.6.2 When the Contractor uses areas that are not assigned to it pursuant to this contract, or that are not primarily intended for dining service, e.g., meeting rooms and lounges for such purposes (cater meals, receptions, etc.), the Contractor will perform the appropriate setup and cleanup for that area. Facilities will be restored to conditions satisfactory to the College before the next scheduled use of the area. This includes maintenance and sanitation of the area, furniture rearrangement, and equipment and trash removal.

4.7 Security:

4.7.1 The College will provide general security to the College locations occupied by the Contractor. It is agreed that the College locations assigned to the Contractor are for use solely to fulfill the Contractor's duties, and that the Contractor will, at all times, keep College's facilities secured. In the event the Contractor is required to share premises, e.g., when a cafeteria dining room is used for programming, the College will return the dining room to its standard of security during those times when the Contractor's portion of the facility is closed. The Contractor will be responsible for any loss or damage resulting from the Contractor's failure to provide adequate security under these circumstances.

4.7.2 The Contractor will be responsible for accounting for the location of any keys, card keys or locking devices provided to the Contractor at the onset of the contract. The Contractor will be responsible for the cost of replacement of lost keys. If the College determines that keys lost by the Contractor or its employees could compromise College security, the Contractor will be responsible for paying all costs associated with re-keying designated locations.
4.7.3 The Contractor will be responsible for immediately reporting to College Security or the College designated contact person, any break-ins or unauthorized entries into the food service areas and all property losses associated therewith. The Contractor will be responsible for reporting to the College all accidents involving its staff or customers and all disputes or behavioral incidents involving staff or patrons that occur in or around the premises.

4.8 Marketing:

4.8.1 The Contractor will partner and cooperate with the College to regularly develop and implement advertising and promotional efforts to increase the visibility and image of the College dining program to the faculty, staff (Meharry and Nashville General Hospital), and students (Meharry and Fisk University). The College will reasonably cooperate with the Contractor in promoting and merchandising services and products to attract more customers and to more fully utilize the dining services.

4.8.2 The Contractor will be responsible for all costs associated with advertising and promotional efforts through printed or other media vehicles. At a minimum, the Contractor will disseminate student, faculty, and staff information brochures, catering menus, and other communications as shall be mutually agreed upon.

4.8.3 All advertising and promotional efforts will be coordinated through, and reviewed by, the College prior to publication and distribution, and will be limited to College media intended for students, staff, guests, and faculty of the College. The Contractor shall, at its own expense, regularly employ advertising and promotional efforts to further the visibility and image of food services. This shall include printing and distributing weekly menus, and announcing new products and services in publications as well as providing a consumer friendly web site.

4.9 Customer Monitoring/Quality Assurance:

The Contractor will cooperate with the College in monitoring customer satisfaction for value received through an objective evaluation system involving customer representation from a cross section of the College community, including College guests. At a minimum there will be a mid semester survey during the fall and spring semesters using a representative sample of the College community to include resident and commuter students, faculty and staff. All satisfaction survey instruments used must be approved by the College prior to distribution. The results of the survey will be shared with the College. Together the Contractor and College will develop an action plan to address all identified issues. The College shall retain a copy of the raw data and the final action plan as a benchmark against which to monitor the Contractor’s performance.

4.10 Food Service Advisory:

The College will establish a Food Service Advisory Committee. The Contractor will regularly meet with committee members to discuss a variety of issues including, but not limited to, menus, pricing and portions, menu specials, premium meals, preparation and service standards and practices, hours, trends, and news of the food service industry.

4.11 Nutrition Awareness:

4.11.1 A nutrition awareness program planned and executed under the leadership of the Contractor shall be provided as an educational resource and shall be designed to
communicate in a positive, upbeat style through a variety of informational formats, the need for a commitment to lifelong maintenance of good health through correct eating habits and physical activity. The program shall meet the following minimum requirements:

_Provision of nutritional analysis, by portion, of each menu item, to indicate amounts of calories, fat (animal fat must be clearly identified), sodium, sugar, carbohydrates, etc. This information must be posted by the serving area of the food items. The Contractor shall make available, upon individual customer request, information about the nutritional value of, preparation of and additives used in all food items._

4.11.2 To accommodate the food service customers' preferences the Contractor's on-site management should have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar. All condiments shall be available, however, for students who prefer hot and spicy, sweet, salty, or other flavor enhancers.

4.11.3 Disposable containers and plastic flatware shall be available for a “to go” food options.

4.12 **Menu:**

4.12.1 Menu selections shall be planned to enable the College community clientele to meet appropriate recommended dietary allowances set by the Food and Nutrition Board of the National Research Council. In addition to popularity and cost factors, menus shall be planned to be appealing to sight, taste and smell and shall take into consideration contrasts in color, shape, texture, and flavor of foods.

4.12.2 Weekly menus shall be designed to be attractive and posted in prominent places in the dining areas and other locations agreed upon with the College as well as available by online access. Menus shall be available to the College at large at least 72 hours before they go into effect in both print and electronic media. _Bidders may propose other forms of menu distribution._

4.13 **Purchasing Standards:**

4.13.1 Food purchased by the Contractor for use at the College shall meet or exceed the purchasing specifications for each item listed below. Natural, organic and locally grown foods should be considered preferable whenever cost effective. Minimum food specifications as follows:

- Beef and Veal - USDA Choice, except for meat used in extended dishes that may be USDA Standard.
- Pork and Lamb - USDA Grade A (#1).
- Poultry - USDA Grade A.
- Seafood - USDA Grade A.
- Eggs - USDA Grade A (Large or Medium).
• Dairy Products - USDA Grade A.

• Frozen Foods - USDA Grade A Fancy.

• Fresh Produce - USDA #1 Quality or Grade “A” Fancy.

• Canned Foods - USDA Grade "A" Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups.

• Cheeses such as Cheddar, Swiss, and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient, and sandwich spreads. American Process Cheese may also be served as an alternative sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.

• Ground Beef - USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%.

• Veal and Pork steaks shall be solid meat portions - unbreaded and not preformed from chopped or ground meat.

• Frankfurters/Hot Dogs - maximum eight per pound, all meat, no filler. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements.

• Processed lunch meats such as bologna and salami shall be a quality "all meat" or a turkey product.

• Whole meat as defined for the dinner meal will include roasts, chops, chicken, etc. Fish will be an appropriate substitute for the whole meat requirement one (1) night per week. This is not intended to restrict more frequent selections of fish. Chopped formed patties, frequently called steaks, will not satisfy the whole meat requirement.

4.13.2 All meat shall be cut to USDA Institutional Meat Purchase (I.M.P.) specifications. All meat cuts shall be in accordance with USDA I.M.P. specifications. The items/portions listed later in this section are intended as minimum standards only, and the Contractor is encouraged to exceed these minimum standards wherever possible. All other foodstuffs not included in the above specifications shall be of comparable quality.

4.13.3 Purchase of food, supplies, and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administrations (FDA), and National Sanitation Foundation (NSF). In the absence of grade labeling, the Contractor shall provide the College, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. In addition, the Contractor must be prepared to assure the College that all of its food and supply vendors meet, if not exceed, all regulatory body laws and standards.

4.13.4 The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing, and inventoring of all foods and direct supplies.
4.13.5 The College reserves the right to periodically inspect the Contractor's inventory of food and supplies or review invoices to ensure that purchase standards are maintained.

4.14 **Preparation Standards:**

4.14.1 The general policy shall be to limit the number of fully pre-prepared food items and to do on the premises preparation of food items and batch cooking as close to time of service as possible. Cook-to-order and progressive cooking should be the normal method of operation, staggering the preparation of food whenever possible so that nutritional value, temperature, and overall quality can be maintained during serving hours.

4.14.2 Recipes standardized for quality, yield, cooking procedures, serving containers and utensils, and portion size shall be used in all production units.

4.14.3 Leftover foods shall be kept to a minimum, refrigerated as necessary in shallow pans after each meal, properly covered, and used promptly. All leftovers that require refrigeration shall be properly chilled and stored in one location labeled and dated and served within 24 hours as an extra selection. Leftovers containing items previously frozen cannot be refrozen.

4.14.4 Vegetable shortening rather than animal fat must be used for food prepared on site. The Contractor is strongly encouraged to purchase food prepared with vegetable shortening. If this is not possible, then the food served must be clearly labeled as containing animal fat.

4.15 **Service Standards:**

4.15.1 Hot foods are to be served hot (above 145 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).

4.15.2 All food shall be garnished for attractive presentation.

4.15.3 Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served, including fresh fruits and vegetables.

4.15.4 All serving stations and bars are to be kept well stocked, clean, and fresh throughout each serving period.

4.15.5 Food items at any self servicing stations shall be readily identifiable with attractive and individual labels.

4.15.6 Appropriate wrappings for grab and go foods shall be used as needed. Wrapping shall be both attractive and serviceable, and, if possible, recyclable.

4.15.7 Display and serving areas shall be kept clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas, and floors. Partially used and broken items shall be promptly removed from the serving area.
4.16 **Exam Weeks & Late Night Study times:**

The Contractor is encouraged to provide a variety of snacks or late night meals that are specifically targeted for exam periods.

4.17 **Special Diets:**

The Contractor is encouraged to have a special diet program for students.

4.18 **Bag Lunch Program:**

The Contractor may consider a bag lunch option that may be preordered and available for pick up at breakfast time.

4.19 **Take Out:**

The Contractor is encouraged to develop a take out menu available for lunch or for a pre-order and pick-up dinner option.

4.20 **Hours:**

4.20.1 Once established, hours of operation may not be changed without the express written permission of the College. Food service shall be available at a minimum during breakfast (7-10:30 am), lunch (11:30-2 pm) and dinner hours (4:30-8 pm). Special consideration will be given for extended hours of operation.

4.20.3 During academic recesses and holiday periods, the hours of operation may be adjusted or suspended if approved by the College.

4.21 **Catering Specifications/Terms:**

4.21.1 The Contractor shall have first right of refusal for all large (over 100 people) catering events on the campus.

4.21.2 The Contractor shall provide a catering program for College-approved functions such as receptions, banquets, private parties, refreshment service, carryout service, and other special events. The catering program should reflect the diverse needs of students, faculty, staff and administrators in its service menu. Existing policies that determine the scope of the College-sponsored functions shall determine the catered events included in the terms of the contract. It is important that catered functions for these groups be of the highest professional standards featuring quality service and appropriate ambiance.

4.21.3 Catered service procedures, operational requirements, and menus shall provide four levels of service for catering:

- Fine dining.
- Standard table linen, china, and flatware.
- Paper and disposable.
- Pick-up/carry-out (“no frills”).
• A complete catering guide to menus, prices, portions servings, catering policies, minimums, additional charges, etc. shall be submitted to the appropriate College departments for their review and comment prior to the start of the contract.

4.21.4 The Contractor shall designate an employee as a point of contact to work with the College event planner on requirements for the catering needs of third parties who rent College space for events.

4.21.5 The Contractor shall meet at least quarterly with the College to evaluate the catering program and, as necessary, make revisions to improve overall service.

4.21.6 Catering provided to non-College groups which come to the College for meetings, conferences, and events, will be billed by the Contractor and collection for such events is the sole responsibility of the Contractor unless some other authorized College entity is acting as the organizing/sponsoring representative for that group.

4.21.7 Copies of the catering guide shall be printed in sufficient number and distributed by July 1 each year. The Contractor shall be responsible for cost, production, and distribution.

4.21.8 The College shall control the space commitment and scheduling of authorized College catered events. The Contractor shall consult on and coordinate the menu and details of services required and advise on effective program arrangements with the individual or department requesting catering service.

4.21.9 The Contractor shall provide a sufficient number of qualified and trained staff to service the events, take and process catering orders, respond to inquiries, and handle all aspects of a quality catering program.

4.21.10 The Contractor shall identify one of its staff members, who have been trained for this type of service, as a catering manager who will be responsible for all aspects of catered events. This person's other duties should not conflict with these responsibilities.

4.21.11 The Contractor is encouraged to accept all non-College related business that is requested by outside groups. The College reserves the right to approve all such business.

4.21.12 The Contractor shall be responsible for control of admissions and collection of tickets for catered events where required by the event sponsor or host.

4.21.13 The Contractor shall establish and maintain a regular process for evaluating catering event food and service quality.

4.21.14 The Contractor shall establish a procedure whereby all catering orders (to include, but not limited to, not-to-exceed per-person and total price, permissible substitutions, service and room/table set-up requirements, special orders, etc.) are approved no less than 48 hours in advance. The time by which the event service-ware and room cleaning process will be completed must be specified.

4.21.15 Student clubs or College groups conducting an authorized meeting or workshop in College facilities may purchase snack-type refreshments on their own or may
decide to purchase them from the Contractor and pick them up directly from the kitchen.

4.22 **Summer Board and Conference Requirements:**

The Contractor may implement a summer board contract program if residential occupancy warrants such a service or if the summer conference schedule is consistent enough to provide a regular service.

Menus may be varied to suit the clientele (such as high school groups), but the meals shall be provided with services, food preparations, and presentation at a level of quality at least equal to that of the regular academic year.

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**SECTION 5.0**

**FINANCIAL SPECIFICATIONS/TERMS**

5.1 **Price Increases:**

5.1.1 The College will consider requests for price adjustments for the ensuing year no later than December 1 of the preceding contract year.

5.1.2 Requests for increases will be based upon:

- Increases in the U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories.

- The U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast should be used to justify the increase in food cost.

- U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories should be used to justify the increase in labor costs. In addition, increases in tax rates affecting labor cost should be applied.

- Changes in menu, points-of-service, additions, or levels of service provided.

- Verification/substantiation of any other cost factors through submission of supplier invoices over the previous six-month span.

- The College reserves the right to approve or reject requested price increases. However, with adequate evidence based upon the above criteria, the College will not unreasonably deny price increases.

5.1.3 Retail and catering prices will be competitive with comparable menu items served by local commercial food operators and by other educational institutions. By February 1st of each year, any proposed price change requests and documentation of the need for each price change (including increased food and labor costs and comparisons to similar College accounts) will be submitted to the
College for its review and approval. Price increases, if approved, will be effective on July 1 of each contract year. Price increases requested should be based upon the following documentation:

- Increases for similar portions/products in similar food operations in the State of Tennessee urban market area (a price survey will be required).
- Increases in the U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast.
- Increases in the U.S. Department of Labor Regional Statistics for labor cost increases in similar job categories and actual increases given to employees.

5.2 **Meal Accounts:**

If meal plans or student accounts are developed, at the beginning of each semester the College will notify the Contractor of the number of students. This information may be in the form of a list or a data file suitable for electronic processing.

5.3 **Taxes:**

All posted prices will not include applicable sales tax. The Contractor will be responsible for collecting and remitting to the taxing authorities the appropriate amount of sales taxes it collects in accordance with applicable state and local laws and regulations. The Contractor will hold harmless and indemnify the College from and against all claims or demands arising out of Contractor's failure or refusal to collect and remit taxes applicable to its activities hereunder.

5.5 **Control Systems:**

The Contractor will exercise maximum security control over all cash, charge, and sales transactions using the cash registers supplied by the Contractor. The College will not be responsible for theft or loss of the Contractor's cash or property.

5.6 **Checks, Credit Cards, & Debit Cards:**

The Contractor is encouraged to accept checks, credit cards, declining balance meal cards and debit cards for the amount of purchase at all dining facilities.

5.7 **Auditing and Accounting:**

5.7.1 The Contractor will operate on its own credit, with no advance payments from the College.

5.7.2 All records must be retained by the Contractor and accessible to the College for a minimum of three (3) years plus the current contract year. The College reserves the right to audit any aspect of the food service contract, as performed by the Contractor. The Contractor will keep full, timely, and accurate records in accordance with generally accepted accounting practices.

5.7.3 The books, records, documents, and accounting procedures and practices of the Contractor relevant to this contract will be subject to examination by the College.
If necessary, they will be made available at the Contractor’s College office. Thus, the Contractor will:

- Provide MMC and/or its auditors reasonable facilities for the examination, copying, and audit of the books and records.
- Make such returns and reports as required.
- Attend and answer under oath all lawful inquiries.
- Produce and exhibit such books and records as may be desired to be inspected to include original purveyor purchase invoices and billings as well as locally, regionally, or nationally executed purchase agreements with food processors, manufacturers, and distributors.
- In all things cooperate with the College and/or its auditors in the performance of its duties.

5.7.4 The College will be informed on demand by the Contractor of the schedule of independent audits of the Contractor’s records and operations. The College will receive a report of any findings that materially affect the College.

5.7.5 The College is on a monthly business cycle with a fiscal year of July 1 through June 30. The Contractor will supply financial data according to this cycle with the accounting period defined as a calendar month.

5.7.6 The Contractor will furnish the College with all requested daily/weekly reports to verify all customer counts, meal counts, cash sales, card sales, and other pertinent information so requested.

5.7.7 The Contractor will provide the College with a complete set of monthly financial statements no later than the 20th day following the last day of each monthly accounting period.

5.7.8 Monthly financial statements will be presented by point-of-sale in a format acceptable to the College. The statements by point-of-sale will show budgeted and actual sales and/or operating results for the current period, previous period and year-to-date (as applicable). Cash register tapes by day and by register will be provided to the College upon request as part of the monthly financial statements. Causes and appropriate documentation of abnormal revenue and expense deviations will be noted by the Contractor as part of these statements.

5.7.9 All other monthly financial and operational reports and supporting data will also be prepared in accordance with or close to the format recommended in the Uniform Systems of Accounts for Restaurants (most recent edition).

- Number of customers per meal.
- Commissions for the period.
- A summary of gross sales and sales tax.
- Average check (sales divided by customer count).
- Per capita sales (sales divided by the total number of students and staff on campus).
- Sales mix (i.e. sales breakdown by breakfast items, snacks, entrees, sandwiches, grill items, beverages, and desserts).
- Cash versus debit card sales.

Catering:
- Sales.
- Commissions for the period.
- Number and type of events.
- Estimated number of customers.

5.7.10 Each operating statement by type of service and location and on a composite basis will present revenue and expense accounts for the period being reported and fiscal year-to-date, with percentage rates given for each item and period.

5.7.11 Upon request of the College, the Contractor will meet and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit will be identified and reflected in the next monthly statement.

SECTION 6.0
TERMS AND CONDITIONS

This section contains the terms and conditions that the College desires in any contract. Bidders are required to review the terms and conditions in this section and submit any exceptions in their proposal. Failure to note an exception and provide alternative language for consideration will be considered full agreement with those terms and conditions when the contract is prepared. The College reserves the right to reject or counter propose any exceptions submitted by the bidder.

6.1 Bidder’s Liability Insurance:

During the term of this contract, the Bidder shall maintain the following insurance:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commercial General Liability</td>
<td>$2,000,000 per occurrence or more</td>
</tr>
<tr>
<td>(Written on an Occurrence-based form)</td>
<td>(Bodily Injury and Property Damage)</td>
</tr>
<tr>
<td>2. Automobile Liability</td>
<td>$1,000,000 per occurrence or more</td>
</tr>
<tr>
<td>(Including Hired &amp; Non-Owned)</td>
<td>(Bodily Injury and Property Damage)</td>
</tr>
<tr>
<td>3. Workers Compensation</td>
<td>Required for all personnel</td>
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<tr>
<td></td>
<td>(In Compliance with State Law)</td>
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</tbody>
</table>
Meharry Medical College shall be named as Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with:

Office of General Counsel  
Risk Management  
Meharry Medical College  
1005 Dr. D.B. Todd Blvd.  
Lyttle Hall, Third Floor  
Nashville, TN 37208

Certificates shall be filed prior to the date of performance under this contract. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

6.2 **Indemnification:**

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify Meharry Medical College from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the College or for which the College may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the selected Contractor or any subcontractor under this agreement.

6.3 **Contract Documents:**

If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Proposals, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the College and the Contractor, all of which shall be referred to collectively as the Contract Documents.

6.4 **Contract Modification and Amendment:**

The parties may adjust the specific terms of this contract where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of General Counsel with a copy to the Senior Vice President for Finance & CFO. Any agreed upon modification or amendment must be in writing and signed by both parties.

6.5 **Termination:**

Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the College’s satisfaction, or in any other way fails to provide service in accordance with the contract terms, the College shall promptly notify the Contractor of such default and if adequate correction is not made within fourteen (14) days, the College may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the College, either the College or the Contractor may terminate this contract by giving one hundred and twenty (120) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
6.6 Taxes:

6.6.1 The Contractor shall bill and collect sales taxes, if applicable, on all meals and services for which the Contractor collects revenue from customers. The Contractor shall bill and collect sales and use tax, if applicable, on purchases billed to College. Unless otherwise provided for by law, sales to the College shall be deemed exempt from sales and use taxes.

6.6.2 The College shall not be responsible for any assessment attributable to the Contractor’s negligent failure to timely submit or collect any known tax, tax filing or report. The Contractor shall be responsible for its taxes, including any city, state or federal tax related to operations of federal income taxes. This provision shall survive termination of the Agreement.

6.7 Compliance with Law:

The Contractor shall comply with all applicable laws, ordinances, rules and regulations relating to Food Service sanitation, safety and health, and shall maintain all necessary licenses and permits. The College shall cooperate with the Contractor to accomplish the foregoing. Specifically, the Contractor shall be aware of and abide by all applicable regulations that include but are not limited to those of the Davidson County Department of Health; and the TENNESSEE DEPARTMENT OF HEALTH SERVICES ADMINISTRATION DIVISION OF GENERAL ENVIRONMENTAL HEALTH related to FOOD SERVICE ESTABLISHMENTS. The College shall cooperate with the Contractor to accomplish the foregoing. The Contractor will secure and pay for all licenses, permits, fees and taxes incidental to its business operations and shall make available to the College appropriate documentation of all licenses. The Contractor will notify the College in writing in the event the Contractor becomes aware, through the normal course of providing Food Service of any non-compliant areas of the Food Service operation that fall under the responsibility of the College.

6.8 Litigation:

This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that any litigation, action or proceeding arising out of this contract, shall be instituted in a state court located in the county of Davidson and State of Tennessee.

6.9 Title IX:

Title IX of the Education Amendments of 1972 (“Title IX”) is a federal civil rights law that prohibits discrimination on the basis of sex in federally funded education programs and activities. The College has a responsibility to take immediate steps to address any sex discrimination, sexual harassment or sexual violence happening on campus and to prevent it from affecting students further. The Contractor is prohibited from discrimination, harassment or violence or any actions that could create a “hostile environment” for any student. Any violations or suspected violations of Title IX shall be promptly reported, in accordance with law and the College policy, to the Title IX coordinator. The Contractor must advise of its employees of this obligation.

6.10 Sexual Harassment:

The College is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The College thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual
harassment was defined as College policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advanced notice.

6.11 **Assignment:**

Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the College.

6.12 **Catastrophe:**

Neither the Contractor nor the College shall be liable for the failure to perform its respective obligations when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

6.13 **Contract Modification and Amendment:**

Any modification or amendment proposed by the Contractor must be in writing to the College. Any agreed upon modification or amendment must be in writing and signed by both parties.

6.14 **Trademarks:**

None of the provisions of this Agreement grant to the Contractor the right to use or to sublicense the use of the College’s name, logos and trademarks, without the prior written consent of the College. The Contractor acknowledges and agrees that the College owns its name, the name and its trademarks, modifications of them, as well as any other names, trademarks, logos, and symbols adopted and used or approved for use by the College (collectively the “Indicia”). The Contractor shall not have any right to use the College’s Indicia without its prior written consent. The Contractor acknowledges that any original designs, artwork or other compilations or derivatives (“Works”) created by it pursuant to this Agreement that contain the Indicia are compilations or derivatives as those terms are used in Section 103 of the Copyright Act. Therefore, any rights, including copyrights, that the Contractor might have in those original Works do not extend to any portion or aspect of the Indicia or any derivatives thereof, and do not in any way dilute or affect the College’s interests in the Indicia or any derivatives thereof. The Contractor shall not copy, use, assign or otherwise transfer any rights in any Works with any portion or aspect of the Indicia or any derivatives thereof included, except as expressly permitted under this Agreement. The Contractor shall not attempt to obtain or assert copyright rights in any of the College’s Indicia or any artwork or design which contains the College’s Indicia, without the College’s express prior written authorization.

6.15 **No Waiver:**

No failure by the College to insist, in any one or more instances, upon strict performance or compliance with any of there terms, provisions, covenants, conditions, or obligations of this Agreement or to exercise any option herein contained shall be construed as a waiver or relinquishment for the future of such term, provision, covenant, condition, or obligation or option, but the same shall continue and remain in full force and effect. The College’s receipt or right to receive any sum or sums then or at any time thereafter due the College and no waiver by the College of any term, provision, covenant, condition, or obligation hereof or herein shall be deemed to have been made unless expressed in writing and signed by an authorized College officer or designated representative.
6.16 **Smoking Policy:**

The College has adopted a smoke free campus policy and prohibits smoking on College owned property, in and around all buildings. This policy must also apply to all contractors and workers. The Contractor shall be responsible for the implementation and enforcement of this requirement as it relates to its employees and sub-contractors.

6.17 **Final Authority:**

The College intends to work collaboratively with the Contractor’s management to assure the best possible dining program to meet the needs of the College. Should there be a difference of opinion, the College shall have the final authority on all policies and procedures affecting Dining Services to include but not be limited to hours of operation and pricing.

6.18 **Right to Inspect:**

The College reserves the right to periodically conduct an unannounced inspection with or without the Contractor. Consultant inspectors for all state and local authorities and from the College will have complete cooperation from the Contractor. When state and local authorities arrive for inspection, the College will be notified and, whenever practical, will be present for the inspection. A copy of the inspection report will be transmitted by the Contractor to the College within 72 hours of receipt. Within five (5) working days, the Contractor will provide the College with a written report of corrective action. In the event that corrective action is a joint responsibility, the Contractor will notify the College of its responsibility in the matter and will work with the College in the implementation of such action.

6.19 **Non-Discrimination & Equal Opportunity:**

In the execution of the contract, the Contractor and all subcontractors agree, consistent with College policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age, disability or veteran’s status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

6.20 **Hazardous Substances:**

Any substances defined by state law or 1261 of Title 15 of the United States Code as hazardous, will be properly labeled and delivered or used in a way that does not violate state or federal laws.

6.21 **Independent Contractor:**

Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor’s duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the College. The Contractor is not to be deemed an employee or agent of the College and has no authority to make any binding commitments or obligations on behalf of the College except as expressly provided herein. The College has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the College.
6.22 **Parking Regulations and Use of Walkways:**

The Contractor's vehicles and those of their employees working on the College premises, must be registered with the appropriate College authority. Unregistered vehicles on College are subject to a parking violation ticket and/or towing off College premises. Contractors are advised that parking regulations are strictly enforced. Towing will be at the Contractor's expense.
APPENDIX

INFORMATION

Campus Common Spaces

• Information desk/welcome area
• Business center
• Lounge and exhibit space
• School spirit and gift store
• After-hours café (seats 13)
• Cafeteria (seats 184)
• Outdoor plaza (seats 30)

Student Services

• Admissions
• Registrar's office
• Financial aid
• Student life

Executive Conference Spaces

• Executive conference room—overlooks grand ballroom (seats 26)
• Executive board room (seats 40 at table with 12 assistants at the side)
• Pre-function space

Conference Rooms

• 4 rooms—with 1 each seating 12, 20, 24 and 30
APPENDIX

Collaborative Learning/ Meeting Spaces

- 1 room seats 4
- 3 seat 6-8
- 3 seat 8-10
- 6 seat 10-12
- 1 seats 14-16

Large Auditorium

- 122 seminar tables/seats
- 375 auditorium seats

Ballroom and Executive Lounge Spaces

- Grand ballroom (seats 368 at banquet tables; 648 in theater-style seating); (75’ x 100’) 22’ ceiling height
- President's dining room (seats 14)
- Faculty lounge (seats 28-30)

Building Features

- LEED (Leadership in Energy and Environmental Design) silver certification
- Green roof
- IACC registration