Instructions to Bidders

1. Introduction

1.1 Purpose of Procurement

Talladega College is seeking proposals from food service Contractors to provide the following food service needs to Talladega College:

- College Sponsored Programs
- Residence Hall Dining
- Cash Operation
- Catering

The purpose of this Request for Proposal (RFP) is to assure that the contract for food service will provide to students, staff and faculty of Talladega College, a continuing food service operation wherein the quality, quantity and type of food, manner of service and economy of price to the consumer is the primary considerations.

The growth and development of Talladega College, especially its resident population, demand a fresh approach to food service that offers residents, commuter students, faculty and staff variety and alternatives which contribute to the overall campus development.

The contact for Talladega College will be administered under the overall direction of The Vice President of Administration & Finance, telephone number 256-761-6128.

1.2 Schedule of Events

This Request for Proposals will be governed by the following schedule:

DATES

February 1, 2011 Release of RFP
February 15, 2011 Deadline for written questions
February 18, 2011 Answers to written questions posted
March 1, 2011 Proposals due
March 2, 2011 Best and Final and/or Presentations
March 4, 2011 Contract Award (on or about)
May 1, 2011 Contractor begins work (on or about)

1.3 Restrictions on Communications with Staff

All questions about this RFP must be directed in writing to:
Dr. Gerald Williams
Vice President for Administration & Finance
Talladega College
627 W. Battle Street
Talladega, AL 35160
(256) 761-6128
Fax# 256-761-6450

Questions must include the company name and the referenced RFP section.

From the issue date of this RFP until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any staff except through the Issuing Officer named herein, or during the Offeror’s conference, or as provided by existing work agreements. Talladega College reserves the right to reject the proposal of any Offeror violating this provision. No questions other than written will be accepted. No response other than written will be binding upon Talladega College.

1.4 Contract Term

The initial contract term is three (3) years. At the option of the College and upon the acceptance by the Contractor, this contract may be extended for up to an additional two (2) years with options to renew, with the total contract not to exceed five (5) years. The rates specified for this bid may be increased at the beginning of each additional service year period by an amount up to the Consumer Price Index (CPI).

The Contractor shall not sublet any portion of the food service facilities provided by the College under this contract, nor shall the Contractor use such facilities for the preparation of food for any person or entity other than the College without the written permission of the College.
1.5 Background

Talladega College, located in Talladega, Alabama, is a private, liberal arts college. It holds the distinction as Alabama's oldest historically black college being founded in 1867. Talladega College is located in an historic district of the city of Talladega, Alabama. The campus is on a plateau about 700 feet above sea level in the heart of a fertile valley in the foothills of the Blue Ridge Mountains. The campus is a quiet place—away from the distractions and fast pace of urban living.

Talladega’s main campus includes 39 buildings on 50 acres, surrounded by the city and gently rolling woodlands. The beautiful oak-lined campus boasts several historic landmarks: Swayne Hall (1852), the original school house is being used for classrooms; the President’s House (1881); DeForest Chapel (1903), that houses the famous 17 stained-glass windows by David C. Driskell; and Savery Library (1939), home of the Amistad Murals by famed artist Hale Woodruff.

Existing Conditions

Meal Hours

Hours of service will be mutually agreed upon. At the commencement of this contract, the hours of operation are as follows:

<table>
<thead>
<tr>
<th>Days</th>
<th>Time</th>
<th>Service</th>
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<tbody>
<tr>
<td>Monday-Friday</td>
<td>7:00 AM – 8:30 AM</td>
<td>Breakfast</td>
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<td>8:30 AM – 11:00 AM</td>
<td>Continental Breakfast</td>
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<td></td>
<td>11:00 AM – 1:30 PM</td>
<td>Lunch</td>
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<td>4:00 PM – 6:00 PM</td>
<td>Dinner</td>
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<td>Saturday</td>
<td>10:30 AM – 1:00 PM</td>
<td>Brunch</td>
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<td>4:30 PM – 6:00 PM</td>
<td>Dinner</td>
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<tr>
<td>Sunday</td>
<td>10:00 AM – 1:00 PM</td>
<td>Brunch</td>
</tr>
<tr>
<td></td>
<td>4:00 PM – 6:00 PM</td>
<td>Dinner</td>
</tr>
</tbody>
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1.6 On-Site Personnel Information - Information to be provided by Contractor

Each Bidder shall provide the following:
A. Each Bidder shall submit a management and personnel plan clearly outlining the organizational structure that the successful Bidder shall establish at the College. Such plan shall list all personnel by position and shall include job descriptions for each position. Said plan shall also indicate the schedule during which the on-site manager shall be present at the College. The College shall have input into the final organizational structure prior to its being implemented at the College.

1.7 Facilities – Responsibilities of Talladega College

The College will provide the Contractor with all facilities for food service (including adequate sanitary toilet facilities and dressing rooms for contractor employees) completely equipped and ready to operate together with such heat, fuel and refrigeration reasonably required for efficient operation. The College does not guarantee an uninterrupted supply of utility services. However, should such interruption of electrical services exceed 24 hours and should the interruption be at the fault of the College such that remedial steps have not been taken to correct such interruption, the College will be held responsible and will negotiate compensation for losses caused by said interruption for the Contractor.

1.8 Mandatory Requirements

Prepare a plan to renovate the interior dining area at the Contractor expense.

Access

The College will have full access at all times to the food service and preparation areas and equipment upon proper notice and provided that such access does not interfere with the food service operation of the Contractor under this agreement.

Operational Costs

The Contractor will assume the cost and expense of the food service operation at the College in the following areas:

- Formation and presentation of menus;
- Bookkeeping and payroll preparation;
- Telephone and facsimile (local);
- Replacement of china and silverware due to normal wear and tear, removal, etc, above initial amount purchased by the College;
- General supervision and operations;
- Supplies, including cleaning supplies;
- Foodstuffs;
Printing and stationery supplies;  
Labor, includes all personnel that are directly involved with the food service operation;

Cleaning and sanitation of all areas connected with the food service, including the dining room, kitchen areas, food service storage areas, passageways, tables, chairs, and equipment, and

The following cost and provisions will remain the responsibility of the College;

Garbage and trash removal;  
Cleaning of grease traps, exhaust hoods, etc.  
External window cleaning;  
Floor maintenance (twice per year stripping, sealing, waxing, etc.);  
Equipment repair and replacement;  
Provision of fully equipped office, filing cabinets, cash registers  
Ice when machine breaks down;  
Paper goods when dish machine is inoperative; or College elects to shut off gas, water, etc. or add locations other than the cafeteria;  
Painting and redecorating;  
Pest control;  
Fire insurance;  
Maintenance and repair of buildings and grounds;  
Printing of meal tickets;  
Utilities; and  
Cleaning of draperies and ceiling.

Equipment and Maintenance

The Contractor shall submit a document containing a minimum level of inventory and flatware and chinaware that it needs for proper operation and the College agrees to provide such wares. After such items are purchased by the College, the Contractor will maintain said wares.

The Contractor will replace all flatware and chinaware originally provided for use by the College due to breakage, pilferage, or any other cause. Purchases by the Contractor will conform exactly to weights, standard patterns, and brands of chinaware and flatware originally purchased by the College if the above can be obtained. No exception to the above will be made, even if a reasonable increase in cost is in effect at the time of the Contractor purchase.

When accountable equipment becomes economically unserviceable, the College shall replace the equipment with comparable equipment. The Contractor shall give notice to the College citing the items of accountable equipment which it feels may be unserviceable, and the College, in its reasonable discretion, shall make the determination as to whether an item is in fact economically unserviceable.
Any additional accountable equipment found by the College to be appropriate shall be purchased by the College after agreement between the College and the Contractor that the equipment is necessary for the welfare of the students and the food service operation. Prior to the purchase of the equipment, a determination should be made by the College and the Contractor as to whether the equipment requested would be an asset of the Contractor. If the requested equipment would be an asset of the Contractor, the equipment shall be purchased by the Contractor at its own cost and expense, however, should the contract be cancelled, such equipment shall remain the sole possession of the Contractor.

The College, at its own expense, will maintain and repair the accountable equipment which it has furnished. However, nothing contained herein shall negate the Contractor’s affirmative obligation to maintain such equipment in the highest degree of sanitation and cleanliness, for similar food service operations.

Return of Equipment

The Contractor will return to the College at the expiration of the Agreement, the food service premises and all equipment furnished by the College in the condition in which received, except for ordinary wear and tear and except to the extent that premises or equipment may have been lost or damaged by fire, flood, or other unavoidable occurrences, or theft by persons other than the Contractor employees.

Licenses

The Contractor agrees to obtain all licenses from Federal, State and Local Authorities permitting him to perform his responsibilities outlined in this contract hereunder and further agrees that he will, at all times, comply with all Federal, State and Municipal Laws and Ordinances relative to his activities hereunder and all rules and regulations of the Board of Health and Board of Fire Underwriter having jurisdiction over the premises.

Food and Supply Inventories

At the termination of this Agreement, the College agrees to purchase from the Contractor all of the Contractor usable inventory of food and food service supplies at invoice cost.

1.9 Contractor Qualifications and References

The Contractor shall provide with its Proposal:

a. Outlines of the structure of the organization and number of years in institutional food service.
b. One copy of the latest published annual report for the company or satisfactory written evidence of the financial stability of the organization.

c. A minimum of five (5) current food services contracts with the following information: client, contact person, address and telephone number and date of original contract. Also, please include information about other customers similar to Talladega College in size and population and that is geographically closest to Talladega College. A list of any educational and/or food service affiliations.

1.10 Submittal

Proposals shall be submitted in a sealed envelope, shall contain the full name of the person, agency or company submitting the Proposal and shall be signed by an official authorized to execute a contract. One complete original Proposal and one exact duplicate will be required for submission. Proposal envelopes shall be clearly marked as follows:

Food Services Proposal – Talladega College

1.11 Taxes

Talladega College is exempt from all sales, transportation and excise taxes. The unit prices for bid shall be exclusive of all such taxes. Vendor is expected to obtain and pay for all required Federal, State and local licenses and permits required for operation of the Food Service.

1.12 Proposal Submission and Packaging

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation.

The Offeror’s proposal in response to this RFP shall be labeled and sealed with one (1) original and (3) copies. Mark the outside of each proposal as follows:

Talladega College
Dr. Gerald Williams
Vice President of Administration & Finance
627 West Battle Street
Talladega, AL 35160
1.13 Evaluation Criteria

Proposals shall be evaluated for suitability utilizing a points system according to the following scale:

a. **0-10 POINTS**
   Consideration for the Contractor’s prior performance and experiences as they relate to Contractor’s ability to operate a successful food service program within an educational institution.

b. **0-20 POINTS**
   Quality of plan of operations outlined in Contractor’s Proposal
   *Plan of operations submitted must demonstrate a clear understanding of the Specifications and a thorough plan for operations of all aspects of the Talladega College Food Service Program.

c. **0-10 POINTS**
   Quality of available support from Contractor’s district or regional office to operate Talladega College Food Service Program.

d. **0-10 POINTS**
   Current client references. Detailed reference checks will be conducted, especially with facilities similar to that of Talladega College.

e. **0-20 POINTS**
   Quality and presentation of overall Proposal package and the competitive advantage of pricing for the meals that will be provided to the inmates and staff.

f. **0-30 POINTS**
   Proposals will be ranked according to the overall perceived benefit to Talladega College. Negotiations shall first be conducted with the Contractor who, according to Talladega College, has submitted the overall best Proposal. If an agreement can be reached, an award will be made at this time. If the negotiations do not result in an award, negotiations will then be conducted with the next best bidder and so forth until an award is made.
1.14 Deviations and Exceptions

Deviations and exceptions from terms, conditions and Specifications shall be described fully, signed and attached to the Proposal on the Contractor’s letterhead. In the absence of such statement, the Contractor’s Proposal shall be accepted as in strict compliance with all terms, conditions and Specifications, and the Contractor shall be held liable for performing all Specifications.

1.15 Rejections of Proposals

Talladega College reserves the right to reject any or all bids, to waive any informality in bids and to accept the bid that, in the opinion of Talladega College, is in the best interests of Talladega College. The award will not necessarily go to the Proposal with the lowest price, but to the Proposal which best demonstrates the ability to fulfill the requirements of the Request for Proposal and Specifications.

1.16 General Specifications

a. Scope of Work

The Contractor shall furnish all management, labor, food, materials and supplies necessary to provide food service for Talladega College for students, faculty and staff for a period of (3) three years. This contract may be extended annually, as agreed by both parties. Contractor shall include in its Proposal the method by which it expects to adjust the price per meal after the first year.

Talladega College will make available to the Contractor as much student help as appropriate at no cost to the Contractor, provided that Talladega College retains the right and authority to specify the number of students and the extent of their involvement in the food service. The duties of such student help shall be limited to cleaning, serving, clerical work and “cashiering”. No student(s) shall operate slicing or other equipment which could cause serious injury, perform any heavy lifting or operate Contractor’s vehicles.

Dr. Gerald Williams or his designee shall be the Contracting Officer who shall act as the agent of Talladega College for the purpose of serving as Talladega College contact person for the successful bidder, hereinafter referred to as the Contractor, overseeing
performance and completion of the contract pursuant to its terms
and receiving, reviewing and processing billings from the
Contractor, conducting periodic inspections of the food service area
and reviewing menus.

b. Insurance

The Contractor shall carry appropriate insurance on its employees,
products and property, including Workers’ Compensation and
general liability in the minimum amount of $1,000,000 per
occurrence with aggregate of $2,000,000.

The Contractor shall provide proof of said applicable policies to
Talladega College no later than the date of commencement of service
under the contract with certificates of insurance for the foregoing
coverage, which designates Talladega College as an additional
insured entity with respect to the Contractor’s participation in the
contract and which includes a provision that the coverage shall not
be cancelled, terminated or otherwise modified without a thirty (30)
day prior written notice which will be provided to Talladega College.
Cancellation of insurance shall be cause for immediate cancellation
of the contract.

c. Taxes, Licenses and Permits

The Contractor shall pay all applicable taxes and shall obtain and
keep current all necessary licenses and permits.

d. Equal Employment Opportunity

Contractor shall at all times comply with all applicable Federal and
State laws relating to discrimination and equal employment
opportunity, including the Americans with Disabilities Act, and shall
furnish documentation of compliance with such laws as reasonably
requested by Talladega College.

e. Indemnity

The Contractor shall assume full responsibility for and shall
indemnify Talladega College for any damage or loss of any Talladega
College Property, including Building, fixtures, furnishings, equipment,
Supplies, accessories or parts resulting in whole or part from any
negligent acts or omissions of the Contractor or any employee,
agent or representative of the Contractor, except for negligence by
Talladega College.

f. Failure to Perform
The Contractor shall perform the work in accordance with specifications. Failure to perform the work as provided herein may result in a written notice to correct the concern followed by a thirty (30) day notice terminating its right to proceed as to the whole or any part of the contract. In the event of such termination, the Contractor shall be liable to Talladega College for any excess costs for such services.

g. Termination Notice

This contract may be terminated by either party provided a ninety (90) day written notice is given to the other party. Written notice to Talladega College must be sent to Dr. Gerald Williams, Vice President of Administration & Finance of Talladega College.

h. Subcontract

The Contractor shall not subcontract or assign any portion of the food service operation or its rights or obligations under the contract without prior written consent of Talladega College.

i. Discontinuance of Operation

Should it be necessary for Talladega College to discontinue operation of the institution for any reason, this contract shall become null and void.

j. Emergency Conditions

If Talladega College kitchen should be damaged by fire, flood, riot or any event that would render the kitchen inoperable, Talladega College shall determine, after consultation with the Contractor, whether and to what extent the kitchen is operable. If the Contractor cannot then prepare and serve the required meals, Talladega College, at its option, may continue with the contract or terminate without further obligation. The bidder must include in the bid Proposal a detailed description of the bidder’s emergency plan for providing alternate food service in case of an emergency such as mentioned above.

k. Staffing

1. Food Service Manager

The Contractor shall provide a trained food service manager with at
least twelve (12) months experience in institutional Food Service Management or similar experience in educational facilities, which will work with the administration of Talladega College. The Contractor shall provide the Contracting Officer with the prospective manager’s resume and qualifications. Employment of the manager and all other employees of the Contractor will be subject to review and approval by Dr. Gerald Williams, Vice President of Administration & Finance. Dr. Gerald Williams or his designee reserves the right to remove any individual employed by the Contractor from the College at the discretion of Dr. Gerald Williams, VP of Administration & Finance or his designee’s discretion. Additional management staff such as an assistant manager(s) may be planned, as the Contractor deems necessary.

2. **Nutrition Consultant**

The Contractor shall provide a full time qualified nutrition consultant who is at minimum a certified dietitian licensed by the State of Alabama, on its staff for consultation and review of menus. Talladega College also reserves the right to consult with another dietitian for review of menus and nutritional information.

3. **Staffing**

Contractor shall provide sufficient staff at all times to provide for the efficient operation of food service.

4. **Minimum Wage**

The Contractor must pay Minimum Wage as defined by the State of Alabama or higher wages.

5. **Background Investigations**

Contractor’s employees will be subject to a background investigation and security check as is normally required for personnel of Talladega College. Talladega College reserves the right to deny any of Contractor’s employees access to Talladega College who do not meet established security clearances or obey Talladega College established rules and regulations. Final selection of all Contractor employees at Talladega College shall be at the approval of Dr. Gerald Williams, Vice President of Administration & Finance.

6. **Physical Examinations**

All employees shall be required to undergo periodic physical exams.
as specified by the State and local regulations at the Contractor’s expense.

7. Orientation and Training

The Contractor’s employees must attend orientation classes and in-service training as mandated by Talladega College and the State of Alabama. Such training will be provided by Talladega College, but employees’ salaries for that time are the responsibility of the Contractor.

8. Conduct of Contractor’s Employees

The Contractor shall instruct all employees that all rules and regulations, policies and procedures established by Talladega College shall be adhered to. In addition:

i. Contractor shall prohibit its employees from personal use of the telephone or office equipment provided for official Talladega College business.

ii. All of Contractor’s personnel shall be required to comply with Talladega College and State of Alabama rules and regulations concerning food service.

iii. All Contractor personnel may be required to wear identification badges issued by Talladega College.

1. No food, supplies, material or equipment provided, acquired or utilized in the performance of the contract shall be removed from Talladega College for personal use or used in any manner not provided herein without approval from Dr. Gerald Williams, Vice President of Administration & Finance.

iv. Contractor’s employees shall not fraternize with Talladega College employees.

9. Staffing Proposal Requirements

The Contractor shall provide with its Proposal individual job descriptions and levels of responsibility that will be assigned to those individuals within Talladega College.

10. Contract Supervision
Talladega College shall appoint a person from its staff to oversee the contract. This person shall randomly check for contract compliance. The Contractor shall cooperate with this person in obtaining all requested information.

I. Food and Specifications

1. Location of Food Preparation

   All food shall be provided by the Contractor and prepared on-site.

2. Grade of Food Specifications

   The following are the minimum specifications for raw food; higher but not lower grades can be purchased. Contractor will use commodities as much as possible.

   i. Beef, Veal and Lamb shall be of at least USDA choice.

   ii. Ground Beef-utility or better, not to exceed 25% fat.

   iii. Poultry shall be of at least USDA Grade A.

   iv. Canned fruits and vegetables shall be of at least USDA Grade C.

   v. Frozen fruits and vegetables shall be of at least USDA Grade B.

   vi. Fresh produce shall be of at least USDA No. 2.

   vii. Dairy products shall be of at least USDA Grade A.

   viii. Eggs shall be of at least USDA Grade "A" Medium.

   ix. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection, USDA Grade A.

3. Commodities

   Contractor agrees to assist Talladega College in securing surplus food items when minimum quality standards are satisfied and when costs of a given surplus item are less
than that available to the Contractor. If surplus food is used, the Contractor agrees to fully utilize all appropriate surplus food commodities obtained by Talladega College from the US Department of Agriculture. Commodities should not be used in calculating meal prices. The difference between the cost of the commodities received each month and current market cost for such commodities shall be applied as a credit and applied to the next invoice to Talladega College. Contractor shall follow all record keeping requirements of the USDA for purchasing surplus food.

4. **Meal Standards**

All meals shall meet current RDA requirements. Food will be served fresh, in a reasonable variety and at appropriate temperatures. Portion sizes shall be specified on the proposed menus as serving (cooked) weight unless otherwise specified.

5. **Food Inventory**

Contractor shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates and staff during the period of the contract. The Contractor must maintain, at a minimum, a 3-day supply of foodstuffs on hand. All inventories shall be rotated regularly and the Contractor shall ensure that the food items are not served after the manufacturer’s expiration date. Contractor shall retain ownership of such inventory.

6. **Meal Counts**

Talladega College will order special meals, staff meals, special diet meals and sack meals at times mutually agreeable to Dr. Gerald Williams, Vice President of Administration & Finance or his designee and the Contractor. However, the Contractor shall prepare sufficient additional meals in the event of unexpected newly arrived employees.

7. **Pre-plating**

Meals shall be portioned on trays in the kitchen and placed in a cart in the staging area where the carts with trays and beverages will be picked up and delivered to the housing units.
8. **Faculty and Staff Meals**

Talladega College staff meals are to be provided in the Faculty/Staff dining area. Meals are available for staff during the same times as students. Staff meals shall be charged at a different rate other than students meals. Bidders shall indicate the type of service proposed for Faculty/Staff. Contractor shall provide refreshments when requested by the Dr. Gerald Williams, Vice President of Administration & Finance or his designee for special events such as business meetings, etc. The cost of these events will be invoiced separately as arranged through Catering.

9. **Menu Cycle**

The menu cycle included with the Proposal will consist of a four (4) week minimum menu cycle and will be submitted for approval to Talladega College at least 30 days in advance. The Contracting Officer reserves the right to specify the order in which the weekly menus are to be arranged. The Contracting Officer also reserves the right to make substitutions with respect to individual menu items and have them replaced with like or similar individual menu items, should it be necessary or if commodity is available.

10. **Recipes**

Where combination foods are on the menu, the Contractor shall have a file containing the recipe that provides the list of ingredients and their quantities; also, the number of servings and the size of each serving. Recipes for the menus shall be maintained on-site.

11. **Substitutions**

Any substitution to the established menus shall be verified with a dietitian to determine the appropriateness of those substitutions.
12. **Special Diets**

The Contractor shall provide special medical, religious and vegetarian diets at no additional charge. Snacks are to be included in the price per meal. A dietitian shall review the contents of such meals to ensure their proper nutritional balance.

13. **Summer School**

The Contractor shall provide food service for summer boarding patrons. This service will be provided under a separate agreement to be determined at a later date.

14. **Freshmen Orientation**

Food service will be provided by the Contractor for new students and freshmen during orientation for fall semester. The charge for these services will be the casual meal rates.

15. **Athletic Food Service**

An additional charge will be made for extra meals at a rate to be mutually agreed upon for non-boarding students who participate in the athletic training tables during the regular food service calendar year.

16. **Conference Rates**

Conferences that are served the normal menu pattern, within the scheduled serving time, and utilizing the normal style of service, shall be served by the Contractor at a rate which is mutually agreed upon following negotiation in good faith.

17. **Courtesy Meal Service**

No charge will be made for administrative personnel with the rank of President and his family (including visiting Presidents from other institutions), Executive Vice President, Vice President for Financial Affairs, Vice President of Academic Affairs, Director of Auxiliary Services, Vice President for Institutional Advancement and the Vice President of Student Affairs up to ONE THOUSAND DOLLARS ($1,000). This consideration shall include all meals at any time served in the dining rooms. In addition, courtesy meal service will be offered to such other key administrative officers as may be mutually agreed upon, however not to exceed a total of 12.
18. **Functions and Special Parties**

The Contractor will consider it an integral part of its duties to perform meal service for special parties and functions for any group whatsoever authorized by the College either on campus or off campus. The charge for these special functions will be mutually agreed upon following negotiation in good faith, but with due consideration to additional costs and expenses to the Contractor. Menus with appropriate price structures will be submitted for these special functions for approval by the College, which approval shall not be unreasonably withheld.

19. **Infirmary**

The Contractor will provide food, beverage and supplies to the Infirmary for contract students who are there confined. No charge other than the standard per meal, per day charge will be made. Non-contract students will be charged the casual meal rates.

20. **Presidential Catering Allowance**

The Contractor will consider it an integral part of its duties at the College, and the Contractor shall be granted the right by the College, to serve designated functions held at the President’s home or in the private dining room. These functions will be catered at no additional charge until such functions have reached a budgetary amount of TEN THOUSAND DOLLARS ($10,000) per year, after which all functions will be based on demonstrated cost.

21. **SGA Catering Allowance**

The Contractor will provide catering services up to $1000.

**Catering Allowance**

Definition: Net Sales shall be considered total revenue accrued; less applicable taxes.

a. **Outside Catering:** The Contractor will operate College sponsored functions and catered events, but will grant the college an allowance of TEN PERCENT (10%) of net sales accruing from non-College sponsored catered events for students or “outside groups.”

b. **Snack Bar:** At the option of the College, The Contractor will operate a Snack Bar as a part of its contract with the College at rates reasonably designated by The Contractor.
An allowance of TEN PERCENT (10%) shall be granted to the College from all sales accruing from the Snack Bar. No change in prices or hours of operation will be initiated without express approval from the College, which approval shall not be unreasonably withheld based upon The Contractor demonstrated costs.

22. **Faculty and Staff Dining**

The Contractor will operate the faculty and staff dining room and provide the College with an allowance of TEN PERCENT (10%) of net sales.

23. **Records**

The Contractor shall keep a permanent record of the number of meals served, the food content of each meal and any menu substitutions or modifications, with copies provided to the Contracting Officer. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that a dietitian has been consulted when appropriate. The Contractor shall maintain and provide such daily, weekly and monthly records as the Contracting Officer may require and shall maintain records for a minimum of three (3) years.

**Operations**

1. **Average Daily Population**

The average daily population is expected to be approximately 450 per meal, although the average daily population can average between 400 and 470 per meal.

2. **Equipment**

The Contractor and its employees must safeguard all property of Talladega College. The Contractor shall allow employees to use Talladega College equipment only after they have been trained in its proper use. The Contractor shall be held responsible for damage resulting from negligence or carelessness on the part of its employees. The Contractor shall notify the Contracting Officer immediately of the need for equipment repair and maintenance. Talladega College will maintain all owned equipment.
3. **Accounting**

Contractor to maintain full and complete records of all auxiliary cash sales and remit to the college negotiated percentage of said gross sales fifteen (15) days after the close of the following month. Contractor shall invoice the College on the first day of every week for the preceding week. The College shall remit payment within fifteen (15) days after receipt of invoice.

4. **Buy Back Clause**

Title to all kitchen equipment and service wares purchased by Contractor for the purpose of servicing account will immediately vest to the College upon purchase and installation. The cost of the kitchen equipment and service wares plus interest will be amortized over a five (5) year period. The College agrees in the event of an early termination or cancellation of contract, to reimburse The Contractor for any unamortized balance remaining at time of closing.

5. **Keys**

The Contractor is responsible for control of keys obtained from Talladega College and the security of those areas for which the keys are given. The Contractor shall be responsible for immediately reporting all facts relating to any loss of keys or losses incurred as a result of break-ins to those areas. No keys to any part of Talladega College may be duplicated. All keys will be provided by Talladega College and made available at the beginning of the shift and turned in at the end of the shift. No keys shall leave Talladega College.

6. **Contractor Expenses**

The Contractor shall be responsible for all labor-related costs, food costs and other expenses such as cleaning supplies, paper supplies, laundry and uniforms for Contractor’s employees, insurance premiums and license fees, long distance expenses, office supplies and postage.

7. **Sanitation**

The Contractor shall perform regular routine cleaning of the kitchen area including all equipment and fixtures therein sufficient to continuously maintain such area. The equipment
and fixtures shall be maintained in a clean, sanitary condition as specified by the Health Department, and other applicable Federal and State laws.

8. **Inspections**

The Contractor shall agree to allow unscheduled visits by the Contracting Officer or his designee, by the Health Department, by the DOC or ACA inspectors and by any other inspecting agency whose purpose is to ensure that all employees in the food service area are free from disease or open wounds and that the food service area complies with all requirements for sanitation, food storage and the control of vermin.

m. **Responsibilities of Talladega College**

1. Provide, install, maintain, repair and replace, if necessary, and permit the Contractor to use all food service equipment and fixtures.

2. Provide all utilities such as trash removal, pest control, office space including desk(s), chair(s), filing cabinet(s) telephone(s), telephone service and inmate uniforms. Talladega College will not provide long distance telephone service.

3. Provide laundry services for all aprons, towels, dishcloths, etc. used in the food service operations, except for Contractor’s employees’ uniforms. The Contractor shall be responsible for ensuring its staff’s uniforms are clean and in good repair.

4. Provide I.D. badges for all Contractor employees.

5. Provide timely orders for meals.

6. Provide a sufficient supply of departmental forms to be used in food service.

n. **Billing**

1. **Contractor Compensation**

   As full and complete compensation to the Contractor for all food, labor and material furnished and all services performed pursuant to these specifications, Talladega College shall pay
the Contractor upon submission of properly certified invoices prepared in a format required by Talladega College. Compensation shall be based on the applicable daily, per meal costs expressed in the awarded bid Proposal multiplied by the number of meals ordered or actually served each day, whichever is higher, less any credit due from previous invoices.