### WICHITA STATE UNIVERSITY REQUEST FOR PROPOSAL (RFP)

RFP Number: Wichita-100006

RFP Issuance Date: Friday, October 31st, 2025

RFP Pre-Proposal Zoom

Conference:

Monday, November 3rd, 2025 @ 1:30 p.m. CST

RFP On-Site Visit: Tuesday, November 4th, 2025 @ 10:00 a.m. CST

RFP Question Deadline: Wednesday, November 11th, 2025 @ 5:00 p.m. CST

RFP Closing Date: Monday, November 17th, 2025 @ 2:00 p.m. CST (Link: Bid

Opening)(Meeting ID: 993 6460 8121; Password: 779571)

Procurement Officer: Robby Murray

316-978-5185

purchasing.office@wichita.edu

Wichita State University
Office of Purchasing

1845 Fairmount, Campus Box 38

Wichita, KS 67260-0038

Item / Service: Food & Beverage Services: Design, Implementation, and

**Operation of Premium On-Campus Dining Experience** 

Agency: Wichita State University ("WSU")

Agency Location: 1845 Fairmount, Campus Box

Wichita, KS 67260

Service Locations: Woolsey Hall – Cargill Cafe

Period of Contract: To Be Negotiated

Guarantee: No Monetary Guarantee Required

RFP Scope: WSU is issuing this Request for Proposal ("RFP") to solicit

proposals ("Proposals") from qualified food service providers ("Bidders") to design, implement and operate a come-and-go cafe offering a signature menu and a welcoming, polished atmosphere at

the Cargill Cafe within Woolsey Hall.

Procurement Type: Negotiated Bid (See Section 2.1)

### READ THIS RFP CAREFULLY AND CHECK FOR UPDATES

This RFP (Number Wichita-100006) was posted to WSU Office of Purchasing Internet website and may be downloaded at: <u>WSU Bid Solicitations</u>.

It shall be the Bidder's responsibility to monitor this website on a regular basis for any changes or addenda.

### SECTION I INSTRUCTIONS AND CONDITIONS FOR BIDDERS

- **1.1. Basic Requirements**. Bidders must be a registered business in good standing and authorized to do business in the State of Kansas. Bidders must provide a certificate of good standing on request. Failure to provide proof of registration and/or a certificate of good standing may result in delay or disqualification.
- **1.2. Bid Specifications.** Bidder must be able to meet all bid specifications, minimum qualifications, and performance specifications set forth in this RFP.
- **1.3. Bid Proposal.** Bidder's Proposal must comply with Section III: Proposal Instructions and Requirements.
- **1.4. Proposal Reference Number:** The RFP Number identified on the first page of this RFP (the "RFP Cover Page") has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP, including any Proposal, and MUST be referred to in all verbal communications. Any communication or submission that does not reference the RFP Number may be rejected or not considered by WSU, in WSU's sole discretion.
- **1.5. Communication with WSU During RFP Process:** All inquiries, written or verbal, shall be directed only to the Procurement Officer at the contact information identified on the RFP Cover Page. No communication is to be had with any other WSU employee regarding this RFP except: (1) in the course of RFP negotiations; (2) during RFP site inspections or visits; (3) at the time of negotiation and signing of any contractual documents resulting from the Proposal; and (4) as otherwise specified in this RFP. Violations of this provision by Bidder or WSU personnel may result in the rejection of the Proposal.
- **1.6. No Bid Revisions:** No additional revisions to Proposals shall be made after the Closing Date unless requested by WSU.
- 1.7. Cost of Preparing Proposal: The cost of developing and submitting the Proposal is entirely the responsibility of the Bidder. This includes costs incurred by Bidder to determine the nature of the engagement, Bidder's preparation and submission of their Proposal, the negotiation of the resulting Contract and/or terms and conditions, and other costs associated with this RFP or post-award efforts to enter into a Contract.
- **1.8. Proposals as WSU Property:** All Proposals become the property of WSU upon submission. With few exceptions, the Kansas Open Records Act (K.S.A. 45-215, *et seq.*) requires all information contained in Proposals to become open for public review once a Contract is formed or all Proposals are rejected. Please note: Bidders will **NOT** be notified prior to release of any documents submitted in response to this RFP.
- 1.9. Submission of Proprietary Information: Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main Proposal. Pricing information is not considered proprietary and the Bidder's entire Proposal will not be considered proprietary. All information requested to be handled as "Proprietary" shall be submitted electronically, separately from the main Proposal, and clearly identified in the subject line of the email or DropBox submission. The Bidder shall provide detailed written documentation justifying why this material should be considered proprietary. WSU reserves the right to accept, amend, or deny such requests for maintaining information as proprietary in accordance with Kansas law. WSU does not guarantee protection of any information which is not submitted as required.
- **1.10. Federal, State, and Local Taxes Governmental Entity:** Unless otherwise specified, the Proposal price shall include all applicable federal, state, and local taxes. The successful Bidder is solely responsible for, and shall pay, all taxes lawfully imposed on it with respect to any good or service delivered in accordance with this RFP. WSU does not agree to reimburse or pay Bidder for any taxes assessed

unless itemized in Bidder's bid. WSU is exempt from state sales, use, and federal excise taxes for direct purchases made in Kansas. These taxes should not be included in the Bidder's price quotations.

**1.11. Debarment of Bidders:** Pursuant to K.S.A. 75-37,103, a Bidder may be debarred from consideration for award of contracts for a period of up to three (3) years for any of the reasons set forth in K.S.A. 75-37,103(b).

### SECTION II PROCUREMENT TYPE, PROCESS, AND SELECTION

- **2.1. Procurement Type:** WSU's competitive procurement types include: (1) Sealed Bid; (2) Negotiated Bid; and (3) Simplified Acquisitions. The type of procurement for this RFP is noted on the RFP Cover Page.
  - 2.1.1. A Sealed Bid process includes: (1) a solicitation to bid; (2) publication of solicitation; (3) Proposals submitted under seal by Bidders and the Proposals are not opened or reviewed until the Closing Date; (4) Proposals are reviewed by WSU after the Closing Date and are generally evaluated without discussion without the Bidders; and (5) WSU awards the work to the "Responsible Bidder" whose Proposal is determined to be the most advantageous to WSU based on the neutral criteria established by WSU.
  - 2.1.2. A Negotiated Bid is a more flexible bidding procedure that includes the receipt of Proposals and permits negotiations between WSU and Bidders. This process usually affords the Bidders an opportunity to revise their Proposal before award of a Contract to account for changes in scope of services or goods, timelines, or value-added changes to a project. "Negotiation" includes discussion, persuasion, and alteration of initial assumptions and positions, and give-and-take may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. "Best and final offers" are frequently required under the Negotiated Bid procurement.
  - 2.1.3. Simplified Acquisitions is the most flexible form of procurement. Simplified Acquisitions can only occur if the procurement expenditure does not exceed the WSU established threshold. A Simplified Acquisition affords WSU the ability to call upon qualified vendors, contractors, and individuals for a quote and to negotiate a final agreement.
- **2.2. RFP Committee Selection:** Final evaluation and selection will be made by designated representatives of WSU who have been designated as potentially utilizing the goods and/or services solicited in this RFP, referred to collectively as the Procurement Negotiation Committee (PNC).

PNC COMMITTEE			
Alex Ziegler - Executive Director of External Relations	Larissa Genin – Dean, Barton School of		
and Partnerships	Business and Professor		
Jory Boyd - Director of Purchasing	Robby Murray - Purchasing, Sr. Procurement		
	Officer		

- 2.3. Appearance Before Committee: The PNC may award to the low Bidder or the Bidder determined to be in the best interest of WSU without question or negotiation. The PNC reserves the right to request information from Bidders as needed. If information is requested, the PNC is not required to request the information of all Bidders. The PNC may require, as a condition of bidding, that Bidders be required to appear before the PNC to explain the Bidder's understanding and approach to the RFP and/or to respond to questions from the PNC concerning the Proposal. Meetings with and appearances before the PNC are not subject to the Kansas Open Meetings Act. Bidders are prohibited from electronically recording these meetings.
- **2.4. Pre-Proposal Zoom Conference:** A Pre-Proposal Zoom conference has been scheduled for Monday, November 3<sup>rd</sup>, 2025, at 1:30 p.m. CST. Attendance is optional but recommended. The meeting may be accessed via the following link: <a href="Pre-Proposal Zoom Conference Wichita-10006">Pre-Proposal Zoom Conference Wichita-10006</a> (Meeting ID: 983 9438 2786; Password: 871071).
- **2.5. Pre-Proposal On-Site Visit:** The Pre-Proposal on site visit will be hosted on Tuesday, November 4<sup>th</sup>, 2025, at 10:00 p.m. Attendance is optional but recommended. Interested bidders should meet at the main entrance to Woolsey Hall.

- **2.6. Pre-Proposal Questions:** Questions requesting clarification of the RFP, if allowed, must be submitted in WRITING to the Procurement Officer by email prior the RFP Question Deadline indicated on the RFP Cover Page. Failure to notify the Procurement Officer of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of WSU. Any modification to this RFP as a result of Pre-Proposal Questions shall be made in writing by addendum and sent electronically to all Bidders who received the original request. Only written communications are binding.
- **2.7. Acceptance or Rejection:** WSU reserves the right to accept or reject any or all Proposals or part of a Proposal; to waive any informalities or technicalities; clarify any ambiguities in this RFP; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a Proposal.
- **2.8. Selection Criteria:** Award shall be made in the best interest of WSU as determined by the PNC. WSU reserves the right to make an award based on any of the following factors and is not required to make the determination based solely on cost. Consideration will be given, but is not limited, to each of the following criteria, in no particular order:
  - 2.8.1. Proposal cost [NOTE: Bidders are not to inflate prices in the initial Proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations].
  - 2.8.2. Ability to agree to the terms and conditions set forth in Section 4 (Award and Contract Provisions) without material modification;
  - 2.8.3. Any prior experience providing goods and/or services to WSU within the five (5) year period prior to Proposal;
  - 2.8.4. Documented experience in providing similar innovative food service concepts on a university campus or other setting;
  - 2.8.5. Quality and creativity of the proposed cafe offerings and alignment with the University's values of excellence, prestige, and inclusiveness;
  - 2.8.6. Equipment owned by Bidder to be used in providing requested services;
  - 2.8.7. Adequacy and completeness of Proposal;
  - 2.8.8. Compliance with the terms and conditions of the RFP;
  - 2.8.9. Response format as required by this RFP.

### 2.9. Proposal Disclosures:

2.9.1. In the event this is a Sealed Bid, at the time of closing, only the names of those who submitted Proposals shall be made public information. No price information will be released. Bid tab results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the Office of Purchasing. Bid results can be obtained by sending a written request, referencing the Solicitation name and number to the following:

Wichita State University
Office of Purchasing
1845 Fairmount St, Campus Box 38
Wichita, KS 67260-0038
purchasing.office@wichita.edu

2.10. Copies of individual Proposals may be obtained by submitting an Open Records Request at <a href="https://openrecords.wichita.edu">https://openrecords.wichita.edu</a>. Once your request is received, you will be provided an estimate of the cost to reproduce the documents. Upon receipt of that amount, the documents will be transmitted to you electronically, except that no information in any Proposal file shall be released until a Contract has been executed or all Proposals have been rejected

**2.11. Retention of Proposals:** WSU reserves the right to destroy all Proposals if the RFP is withdrawn, the RFP does not result in an agreed Contract, or in accordance with Kansas law. Late Proposals will not be considered a valid Proposal and shall not be retained unless deemed necessary by WSU.

### SECTION III PROPOSAL INSTRUCTIONS AND REQUIREMENTS

### 3.1 Proposal Form & Certifications.

- **3.1.1** Bidders must submit a Proposal that complies with the requirements set forth in this RFP. Bidders can include additional information with their Proposal including, but not limited to, photos, renderings, plans, designs, quotes, and references except that all such additional information shall be properly marked to include the Bidder's name and RFP Number and Bidder shall make every effort to number all pages.
- **3.1.2** Bidders must fully complete and submit with its Proposal all certifications and forms attached or referenced in this RFP.
- **3.1.3** The Proposal will be evaluated in light of the material and substantiating evidence presented in the Proposal, not on the basis of what may be inferred.
- **3.2 Preparation of Proposal.** A Proposal shall not be considered for award if the price in the Proposal was not arrived at independently and without collusion, consultation, communication, or agreement as to any matter related to price with any other Bidder, competitor, or public officer/employee
- **3.3 Early Proposals.** Proposals received prior to the Closing Date shall be kept secured and sealed until closing if they are properly identified as instructed above. WSU shall not be responsible for the premature opening of a Proposal or for the rejection of a Proposal that was not received prior to the Closing Date because it was not properly identified.
- **3.4 Acknowledgment of Addenda:** All Bidders shall acknowledge receipt of any addenda to this RFP. Failure to acknowledge receipt of any addenda may render the Proposal to be non-responsive. Changes to this RFP shall be issued only by the Office of Purchasing in writing.
- **3.5 Parties to Contract:** Proposals shall be submitted in manner that allows WSU-controlled affiliated corporations to enter into similar agreements subject to the same or substantially similar terms and conditions. WSU controlled affiliated corporations include Wichita State University Intercollegiate Athletic Association, Inc., Wichita State University Union Corporation, Wichita State University Innovation Alliance, Inc., and WSIA Investments Corporation.
- **3.6 Content of Proposals**. All Bidders shall include the following information as part of their Proposal:
  - **3.6.1** Company Overview and Qualifications. Provide a narrative description of your company, including capacity to provide the goods and/or services set forth in this RFP. Provide a description of the Bidder's qualifications and experience in performing the requested or similar services, including summaries of personnel assigned to the project stating their work experience. Bidder should establish in its Proposal that it is an established company recognized for its capacity to perform and capable of mobilizing sufficient personnel to meet deadlines specified by WSU.
  - **3.6.2 Experience:** All bidders must have a minimum of three (3) years' active participation in the applicable industry as a distinct company, providing goods and services comparable in scale and complexity to the goods and services specified. Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed. If Bidder cannot meet this requirement, provide a written explanation as to why. Inability to meet this requirement is not necessarily grounds for disqualification and such determination will be made within the sole discretion of WSU.
  - **3.6.3 Immigration Reform:** The Bidder agrees, if awarded a Contract, it shall comply with the Immigration and Reform Control Act of 1986 ("IRCA"), as may be amended from time to time. As a condition of this Proposal, Bidder must certify, by completing and submitting <a href="Attachment 2: Certification Regarding Immigration Reform & Control">Attachment 2: Certification Regarding Immigration Reform & Control</a>, that Bidder has complied with all federal and state laws relating to immigration and reform.

- **3.6.4** References. Complete <u>Appendix D: References</u> in its entirety by identifying three (3) references that have used Bidder to complete the same or similar services within the last three (3) years, including a contact person with a telephone number and email address.
- **3.6.5 Exceptions:** By submission of a Proposal, Bidder is acknowledging and accepting all terms and conditions of the RFP, including its willingness to execute the terms and conditions set forth in **Section IV** (**Award and Contract Provisions**), unless clearly avowed and wholly documented in a separate section of the Proposal that must be marked as: "Exceptions." If the Bidder will not or cannot comply with any of the terms and conditions contained within this RFP, it will be the Bidder's responsibility to make specific mention of conflicting terms in a separate section of the Proposal as set forth above; otherwise, the terms and conditions of this document will prevail.
- **3.6.6** Tax Documentation and Insurance: Provide an affidavit or certificate demonstrating compliance with any requirements set forth in Attachment 6: Tax Documentation and Insurance.
- 3.6.7 Bidder Signature: Complete and execute Attachment 8: Bidder Signature Sheet
- **3.7 Submission of Proposals.** Proposals must be sent / delivered so that they are received by WSU no later than the RFP Closing Date indicated on the RFP Cover Page. WSU's preferred method of submission is through our eProcurement System Unimarket Supplier Portal.
  - **3.7.1** One (1) electronic version of the Bidder's Proposal, including literature and other supporting documents, shall be entered/uploaded into the Unimarket Supplier Portal.
  - **3.7.2** All emails or communications transmitting Proposals shall contain, for identification, the title, the RFP Number, and the Subject of the RFP.
  - **3.7.3** The Bidder shall include the required Proposal attachments to their RFP response in Unimarket.
  - **3.7.4** An Adobe PDF document type is preferred, but Microsoft Word, Excel, JPEG, and other formats will be accepted.
  - **3.7.5** Bidders will be contacted if additional information is needed.
  - 3.7.6 Bidders must respond to the registration link to access the bid request. Click on "Join". Once you are registered you can sign in to view the bid request. <a href="https://supplier.unimarket.com/app/supplier/bid-request/view/rfq-uuid/d10a1346-4325-46f5-87b8-e309b82b6135">https://supplier.unimarket.com/app/supplier/bid-request/view/rfq-uuid/d10a1346-4325-46f5-87b8-e309b82b6135</a>
  - 3.7.7 The following link provides information about the bid process in Unimarket. <a href="https://unimarketsupplier.zendesk.com/hc/en-us/categories/10262323057423-Quotes-Bid-Requests">https://unimarketsupplier.zendesk.com/hc/en-us/categories/10262323057423-Quotes-Bid-Requests</a>
  - **3.7.8** For any additional assistance, please see the full catalog of Supplier Help topics. https://unimarketsupplier.zendesk.com/hc/en-us
  - 3.7.9 Pricing must be submitted electronically via Unimarket.
  - **3.7.10** Bidders who are unable to submit their Proposal through the Unimarket Supplier Portal must contact the Procurement Officer identified on the RFP Cover Page for assistance.
  - **3.7.11** Hand delivered Proposals are not authorized without prior approval.
  - **3.7.12** Late Proposals will not be considered a valid Proposal and will not receive consideration.
- **3.8 Modification of Proposals:** A Bidder may modify a Proposal electronically by email or through our eProcurement System Supplier Portal at any time prior to the closing date and time for receipt of proposals.

**3.9 Withdrawal of Proposals:** A Proposal may be withdrawn within the Unimarket Supplier Portal or on written request submitted electronically in email from the Bidder to the Procurement Officer at the Office of Purchasing prior to the RFP Closing Date.

### SECTION IV AWARD AND CONTRACT PROVISIONS

The provisions outlined in this section set forth the contractual terms and conditions that will govern the relationship between WSU and the successful Bidder (for purposes of this Section IV, the successful Bidder is referred to as "Contractor"). By submitting a Proposal, each Bidder acknowledges and agrees that, if selected for award, it will be required to enter into a contract ("Contract") incorporating the provisions below. These provisions are non-negotiable unless otherwise expressly stated and are intended to ensure compliance with applicable federal and state laws, regulations, WSU policies, and sponsor requirements (if applicable). The successful Bidder's obligations will include, but are not limited to, the performance expectations, compliance requirements, and flow-down clauses detailed herein.

- **4.1 Award:** Bidder's Proposal is not deemed accepted by WSU until a Contract is executed between WSU and the Contractor.
- **4.2 Contract Formation:** No contract shall be considered to have been entered into by WSU until all statutorily required signatures and certifications have been rendered, funds for the contract have been encumbered, and a Contract is deemed formed or executed as set forth this Section.
- **4.3 Notice of Award:** Generally, WSU will notify all Bidders of an award made contingent on a fully executed Contract between the Contractor and WSU. Only WSU is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the Contract, unless express written permission is obtained by WSU.
- **4.4 Contract Contacts.** Upon notice of award, WSU and Contractor shall provide contact names and information to enable efficient communication between both parties in furtherance of finalization of Contract.
- **4.5 Form of Contract.** If a Bidder's Proposal is selected for award, the Bidder will be required to enter into a written contract with WSU (the "Contract"). The Contract will be comprised of the following:
  - 4.5.1 The WSU Terms & Conditions Purchase of Goods and Services, which can be found here: <a href="https://www.wichita.edu/administration/generalcounsel/terms-conditions-information.php">https://www.wichita.edu/administration/generalcounsel/terms-conditions-information.php</a>, and any agreed upon modifications thereto;
  - 4.5.2 This RFP, including all addenda, attachments, and amendments hereto;
  - 4.5.3 Bidder's Proposal submitted in response to the RFP.
- **4.6 Order of Precedence**: In the event of a conflict between the documents listed in Section 4.5, the order of precedence shall be as follows:
  - 4.6.1 Attachment 6 (Federal Flowdown Terms and Conditions) to this RFP, if applicable;
  - 4.6.2 The WSU Terms & Conditions Purchase of Goods and Services, which can be found here: <a href="https://www.wichita.edu/administration/generalcounsel/terms-conditions-information.php">https://www.wichita.edu/administration/generalcounsel/terms-conditions-information.php</a>, and any agreed upon modifications thereto;
  - 4.6.3 This RFP, including all addenda, attachments, and amendments hereto (with the exception of Attachment 6);
  - 4.6.4 Bidder's Proposal submitted in response to the RFP.
- **4.7 Payments:** WSU shall not be responsible for, and does not agree to be charged, any payments for costs or items not listed in the Bidder's Proposal.
- **4.8 Restrictions on Use:** Contractor employees, agents, visitors shall be instructed that state property and state employee property is not available for use in any way, unless prior approval is obtained. Additionally, no person or employee family members shall be allowed on the property who is not directly involved in performance of the Services.

- **4.9 Default on Delivery:** Any Contractor who defaults on delivery as defined in this RFP may, be barred from bidding on any subsequent requests for proposals for a period to be determined.
- **4.10 Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to WSU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by WSU pursuant to the Contract.
- **4.11 Anti-Kickback:** When WSU has reasonable grounds to believe that a violation of the Anti-Kickback Act of 1986 (41 U.S.C. 87, et seq., as amended) may have occurred, WSU shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting department or agency of the United States or the Department of Justice. WSU shall cooperate fully with any Federal agency investigating a possible violation of the Anti-Kickback Act of 1986. The Contracting Officer may (1) offset the amount of kickback against any monies owed by the United States under the prime contract and/or (2) direct that the Prime Contractor withhold from sums owed a Contractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (1) of this clause be paid over to the United States Government unless the Government has already offset those monies under subdivision (2) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld. WSU agrees to incorporate the substance of this clause, including this subparagraph in all subcontracts which exceed one hundred thousand dollars (\$100,000.00).
- 4.12 Criminal or Civil Offense of An Individual or Entity That Controls A Contractor or Organization or Will Perform Work Under the Contract: Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed in the Proposal and during the term of the Contract. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For purposes of this section, an individual or entity shall be presumed to have control of a Contractor or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls twenty-five percent (25%) or more of its equity, or otherwise controls its management or policies. Any conviction for a felony criminal offense, or an adverse judgment in a civil case, that involves the actual or threatened harm to the health or safety of an individual must be disclosed. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
- **4.13 Injunctions:** Should WSU be prevented or enjoined from proceeding with the acquisition before or after Contract execution by reason of any litigation or other reason beyond the control of WSU, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
- **4.14 Statutes:** Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then on the application of either party the Contract shall be amended to make such insertion or correction.

### **ATTACHMENTS INDEX**

Please refer to the attachments index for all attachments.

**Attachment 1:** Tax Clearance Information

Attachment 2: Certification Regarding Immigration Reform & Control

Attachment 3: Description of Goods and Services

**Attachment 4: Performance Specifications** 

**Attachment 5**: Representations and Certifications

Attachment 6: Federal Flowdown Terms and Conditions, if applicable

Attachment 7: Tax Documentation and Insurance

Attachment 8: Bidder Signature Sheet

**Appendix A:** Floorplan Layout

Appendix B: Financial Response Template

**Appendix C**: License Requirements

Appendix D: References

**Appendix E:** List of Existing Equipment

Appendix F: Construction Plan, Elevations, and Details

### ATTACHMENT 1: TAX CLEARANCE INFORMATION

WSU strongly supports the State of Kansas Tax Clearance Process. Bidders submitting Proposals that exceed twenty-five thousand dollars (\$25,000.00) over the term of the Contract shall include a copy of a current tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of a Bidder's Proposal.

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to changes(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

### To obtain a Tax Clearance Certificate, you must:

- Go to <a href="https://www.kdor.ks.gov/apps/taxclearance/Default.aspx">https://www.kdor.ks.gov/apps/taxclearance/Default.aspx</a> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KBOR will issue the certificate
- If issued an official certificate, print it and attach it to your Proposal
- If denied a certificate, engage KDOR in a discussion about why a certificate was not issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every Proposal.

Please Note: Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance results may be denied if the request includes incomplete or incorrect information.

Please Note: You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

A copy of the Certification of Tax Clearance form received from the Kansas Department of Revenue should be sent along with your Proposal to:

Wichita State University
Purchasing Office
1845 Fairmount Street, Campus Box 012
Wichita, KS 67260-0012

### Failure to provide this information may be cause for rejection of Bidder's Proposal.

Information about Tax Registration can be found at the following website: http://www.ksrevenue.org/forms-btreg.html

The WSU Purchasing Office reserves the right to confirm tax status of all potential Bidders and subcontractors prior to awarding a Contract.

In the event that a current tax certificate is unavailable, the WSU Purchasing Office reserves the right to notify a Bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or WSU may proceed with an award to the next lowest responsive Bidder, whichever is determined by the Purchasing Director to be in the best interest of WSU and the State.

### ATTACHMENT 2: CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

Any Bidder that is awarded a subsequent Contract is expected to comply with the Immigration and Reform Control Act of 1986 (IRCA; 8 C.F.R. Ch. 1, Sub Ch. B, Pt. 245a), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Bidder as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Bidder hereby certifies without exception that Bidder has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Bidder certifies that, should it be awarded a Contract by WSU, Bidder will comply with all applicable federal and state laws, standards, orders, and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Bidder pursuant to the Contract. Bidder further certifies that it will remain in compliance throughout the term of the Contract.

At WSU's request, Bidder is expected to produce to WSU any documentation or other such evidence to verify Bidder's compliance with any provision, duty, certification, or the like under the Contract.

Bidder agrees to include this Certification in contracts between itself and any subcontractors in connection with the good provided and/or services performed under the Contract.

Signature:	
Name:	
Title:	
Date:	

### ATTACHMENT 3: DESCRIPTION OF GOODS AND SERVICES

By submitting a Proposal, Bidder agrees that it can and will furnish all goods, materials, equipment, supplies, and labor necessary to provide the goods and/or services set forth below in accordance with the specifications herein. Bidder further understands and agrees that, if awarded a Contract, the substance of this Description of Goods and Performance Specifications will be incorporated into the Contract.

Please note: an "or approved equal" product provision has been provided.

### 3.1 Description of Required Goods and/or Services

- 3.1.1 Wichita State University (WSU) is seeking a highly experienced, forward thinking and innovative food service provider to design, implement and operate, a come-and-go cafe that offers **exceptional food, attentive service, and a polished, professional atmosphere**. This establishment should provide a welcoming environment that feels more refined and distinctive than a standard campus cafe, while remaining accessible and inviting to all members of the university community. The selected contractor will be responsible for delivering high-quality, signature culinary offerings within a visually appealing and welcoming atmosphere. Menu offerings should cater to our diverse campus community, including students, faculty, staff, and visitors—while enriching the overall campus environment and student experience.
- 3.1.2 Exceptional customer service, attention to detail, and alignment with the University's values will be essential to the success of this partnership.
- 3.1.3 As part of their proposal, contractors are required to submit a comprehensive business plan that outlines their operational strategy, financial sustainability, and alignment with WSU's goals. Inclusion of a sample menu, branding elements, and any additional style or experiential features will assist in evaluating the proposal's fit for the Cargill Cafe space and its potential to enhance the campus environment. If any layout changes are proposed, the contractor must include detailed concept renderings as part of their proposal submission.
- 3.1.4 Please note: The cafe space and certain design elements, including branding and fixtures, are subject to restrictions outlined in an existing donor agreement. These constraints may limit the extent of modifications or rebranding that can be proposed or implemented.

### 3.2 Service Delivery

- 3.2.1 Provide high-quality food and beverage products and services tailored to the needs of the WSU community, including students, faculty, staff and campus visitors.
- 3.2.2 Maintain consistent operating hours aligned with campus needs. Core operating hours are Monday through Friday, 7:00 a.m. to 3:00 p.m. These hours apply year-round, including periods when classes are not in session; however, these hours may be adjusted in consultation with WSU based on sales volume and campus demand. Expanded service hours may also be negotiated to support special events or evolving campus needs. This venue will be closed on official University holidays.
- 3.2.3 Deliver exceptional customer service and ensure all staff are trained in hospitality, food safety, and operational procedures. Staff must demonstrate professionalism, attentiveness, and alignment with WSU values and standards.

### 3.3 Facility and Operations

- 3.3.1 Maintain a clean, professional, and visually appealing service area in alignment with WSU's standards for campus facilities at all times.
- 3.3.2 Due to the limitations of food preparation equipment available at the designated campus venue (see Appendix E: List of Existing Equipment), and space, which is limited to 1628 sq ft. (see

Appendix A- Floor Plan) all primary food preparation must occur at an off-site location equipped to meet commercial food service standards.

- 3.3.3 The selected provider will be responsible for preparing food in a fully equipped facility and transporting it to campus in a manner that ensures food safety, quality, and presentation integrity. The provider must implement procedures for temperature control, packaging, and timely delivery to support a seamless transition to on-site service, where final product assembly, packaging, and customer interaction will occur. These processes must uphold the premium standards expected of the venue and contribute to a signature dining experience for the WSU community.
- 3.3.4 On-site operations will focus on final assembly, packaging, and customer service, utilizing the available equipment to maintain high standards of service and hospitality.
- 3.3.5 Use existing University-provided equipment responsibly-Contractor may propose additional equipment subject to review and approval by WSU's Purchasing Office and Facilities Planning.
- 3.3.6 Any proposed modifications to the space-including signage, layout changes, infrastructure updates, or installation or removal of equipment must be submitted for review and approval by WSU's Purchasing Office and Facilities Planning. Bidders should focus proposals on enhancements that can be achieved within the existing space and branding constraints. Requests for alterations must include a detailed scope, location, and justification. Through the negotiated bid process, WSU will work collaboratively with the selected contractor to evaluate and refine creative solutions that balance feasibility with campus needs. All costs associated with any approved alterations, including permitting and related expenses, are the sole responsibility of the Contractor and the University shall have no responsibility, whether direct or indirect, for any such costs.
- 3.3.7 The contractor is prohibited from making any modifications to the space, performing construction, installation, or other physical work—whether self-performed or subcontracted—without prior written approval from WSU.
- 3.3.8 Any point-of-sale software will need to be reviewed by WSU prior to use for compatibility and compliance with University systems. Compliance will be determined in the sole discretion of WSU.

### 3.4 Information Regarding Personnel and Staffing

- 3.4.1 If this RFP involves the provision of services, provide a list of personnel to be used to perform the Services, if currently known, including such personnel's qualifications, work experience, education, accomplishments, and any other relevant information demonstrating level of experience. Provide a staffing plan, which describes the number of personnel anticipated to be assigned, as well as the number of manhours anticipated, and the methodology that will be utilized to provide the Services.
- 3.4.2 Equal Opportunity Employment. Describe how you will accommodate state and federal laws and policy provisions issued by the Kansas Board of Regents and WSU relating to Affirmative Action and Equal Opportunity Employment, including your firm's efforts to recruit and contract with disadvantaged groups and/or businesses (minority, women, veteran, and small business).

### 3.5 Financial, Compliance, and Operational Responsibilities

- 3.5.1 **Space Rental Expenses:** Contractor shall NOT be required to pay a monthly rent for the use of the designated space. However, **the contractor will be responsible for covering all costs associated with design, implementation and operation for the venue**. This includes interior design, equipment procurement and install, personnel hiring and training, and the cleaning and maintenance of the space, and all related service and labor costs.
- 3.5.2 **Utilities:** At this time, the Contractor will not be responsible for utility costs associated with the operation of the venue. These costs are currently covered by the University and are not expected to

shift under normal operating conditions. If any change to utility cost responsibility is considered in the future, it will be subject to mutual agreement and formal review to ensure fairness and alignment with operational needs.

3.5.3 **Revenue Sharing Considerations:** While the initial agreement does not include a revenue-sharing component, the University reserves the right to explore and negotiate revenue-sharing opportunities with the selected provider at any time. Such consideration will be based on demonstrated performance, alignment with university goals, and mutual agreement. Flexibility and openness to future financial partnerships will be viewed favorably.

### 3.5.4 Compliance and Standards

- 3.5.4.1 Comply with all applicable health, safety, and sanitation regulations.
- 3.5.4.2 Implement sustainable practices, including waste reduction, eco-friendly packaging, and ethical sourcing where feasible.
- 3.5.4.3 Understand that all specifications outlined in this RFP represent the minimum acceptable standards. If additional effort is required to meet expectations—whether in service, cleanliness, responsiveness, or presentation—it shall be provided without dispute or additional cost.
- 3.5.4.4 Ensure all deliveries utilize the north service entrance, rather than the front door, in accordance with campus operational standards.

### 3.6 Community Engagement

- 3.6.1 Collaborate with campus administration to ensure smooth operations and responsiveness to community feedback.
- 3.6.2 Engage with the campus community through events, promotions, and partnerships that foster connection and enhance the student experience, such as student discounts, student employment, or participation in campus events.
- 3.6.3 The University may consider future collaboration with the selected provider to support student learning through internships or experiential opportunities within the Bachelor of Business Administration in Hospitality Management program. Such partnerships will be based on mutual interest and operational feasibility.

### 3.7 Atmosphere

- 3.7.1 Maintain a welcoming and professional atmosphere that aligns with the character of Woolsey Hall and the broader campus environment.
- 3.7.2 Contractors are encouraged to notify WSU of any additional concept, design, or style requirements they believe are essential to the success of their proposed operation, including any branding elements, layout preferences, or experiential features that may require consideration or approval.

#### 3.8 Waste Management Requirements

3.8.1 The Contractor shall be responsible for transporting all trash and waste materials to the designated refuse collection point as provided by WSU Facilities. The Contractor must procure and maintain an appropriate number of trash bins to support on-site refuse collection. The quantity and size should be sufficient for the project's needs and coordinated with WSU to ensure space availability.

3.8.2 During transport, the Contractor shall take all necessary precautions to prevent spills or leaks. In the event of any spill or leak, the Contractor shall be fully responsible for prompt and thorough cleanup, including any necessary remediation to restore affected areas to their original condition.

### 3.9 Additional Tasks.

### ATTACHMENT 4: PERFORMANCE SPECIFICATIONS

WSU requires that all goods and services procured under this RFP meet defined performance standards to ensure consistency, reliability, and value. This section outlines the specific technical requirements, service levels, and performance expectations that will govern the successful Bidder's obligations. Bidders are expected to carefully review these specifications and incorporate them into their Proposal. By submitting a Proposal, the Bidder affirms that it has the capacity, expertise, and resources to fully comply with these requirements and acknowledges that adherence to these performance standards will be a material condition of any resulting Contract.

- 4.1 **On-Site Inspection**: Failure to adequately inspect the premises shall not relieve the successful Bidder from furnishing without additional cost to WSU any materials, equipment, supplies or labor that may be required to carry out the intent of this Request. Submission of a bid shall be construed as evidence that the Bidder has made necessary examination, inspection, and investigation. Failure to properly inspect the site may result in rejection of the Proposal.
- 4.2 **Materials and Workmanship**: Bidders shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.
- 4.3 **Implied Requirements**: All goods and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the Bidder's response.
- 4.4 **Technical Literature:** All bids shall include specifications and technical literature sufficient to allow WSU to determine that the equipment meets all requirements. This technical literature will be the primary source for bid evaluation. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.
- 4.5 **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a Bidder shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery. Failure to produce and/or supply materials of the highest quality may result in rejection of an order entirely at the Bidder's expense. The decision of WSU shall\_be final in all instances of dispute herein. The proof of accuracy or manufacture and quality of material rests with the Bidder.
- 4.6 **Equipment:** All offered equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.
- 4.7 **Documentation:** Examples of documentation delivered by the manufacturer with purchase of items shall be included. Bidder must be able to deliver additional copies (beyond the response set) of documentation on an immediate basis for use in the evaluation process. Within the section, Bidder may use any format. Include detailed, standard, published literature describing each equipment item and feature offered.
- 4.8 **Upgrades:** Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.
- 4.9 **Equivalent Items:** Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required shall be furnished at no expense to WSU and if not destroyed in the evaluation process, shall be returned at contractor's expense, if requested.

- 4.10 **Alternate Proposals:** Proposals on items comparable to the above are invited. Bidders should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this RFP.
- 4.11 **Benchmark Requirements:** A demonstration or benchmark of the selected devices for the using agencies may be required before final contract approval.
- 4.12 **Default on Delivery:** Any Bidder who defaults on delivery as defined in this RFP may, be barred from bidding on any subsequent RFP for a period to be determined.
- 4.13 **Indefinite Quantity Contract:** This Request is for an open-ended contract between a Bidder and WSU to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.
- 4.14 **Prices:** On the annual anniversary date of this contract, the food service provider may propose price adjustments—either upward or downward—based on documented changes in market conditions, such as labor costs, ingredient pricing, or inflation indices.
  - 4.14.1 The contractor must submit a written request with supporting documentation (e.g., market data, supplier pricing, CPI) at least thirty (30) days prior to the anniversary date. The University reserves the right to review and approve or deny any proposed adjustments. Approved price increases shall not exceed five percent (5%) annually unless otherwise negotiated and justified by extraordinary market conditions.
  - 4.14.2 The provider may adjust individual menu item prices within reasonable market limits during the contract term without prior approval, provided such changes are:
    - Clearly communicated to the University prior to the change being implemented or advertised and the University is given a reasonable amount of time to respond;
    - 2. Justified by cost, market fluctuations, or operational needs;
    - 3. Not in conflict with agreed-upon pricing structures for bundled services or meal plans.
  - 4.14.3 If the parties cannot reach agreement on renewal terms or price adjustments, the contract may be terminated without penalty.
- 4.15 **Overall Expectations:** The install locations shall be left with a neat, clean, and attractive appearance. Bidder shall impress upon employees the idea that the specifications are the minimum expected of Bidder. If extra effort is required in any area at any time, it is expected without argument or extra charge.
- 4.16 **Restrictions on Use**: Bidder's employees shall be instructed that state property and state employee property is not available for use in any way unless prior approval is obtained. Additionally, no person or employee family members shall be allowed on the property who is not directly involved in performance of the Services.
- 4.17 **Meet or Exceed** All equipment and services provided must meet or exceed the specifications outlined in the RFP. The bidder must clearly demonstrate how their proposal meets or exceeds these requirements.
- 4.18 **Award:** Award will be by line item or group total, whichever is in the best interest of the WSU.

### ATTACHMENT 5: REPRESENTATIONS AND CERTIFICATIONS

By submitting a Proposal, Bidder hereby certifies the following:

- **5.1** All goods and services proposed in the RFP meet or exceed all requirements of specifications as set forth in this RFP.
- 5.2 The response to this RFP, together with the specifications set forth herein and all data submitted by the Bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any Contract between the successful Bidder and WSU. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the Contract.
- 5.3 Bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the Proposal for all contingencies. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the Contract. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Bidder at no additional cost to WSU.

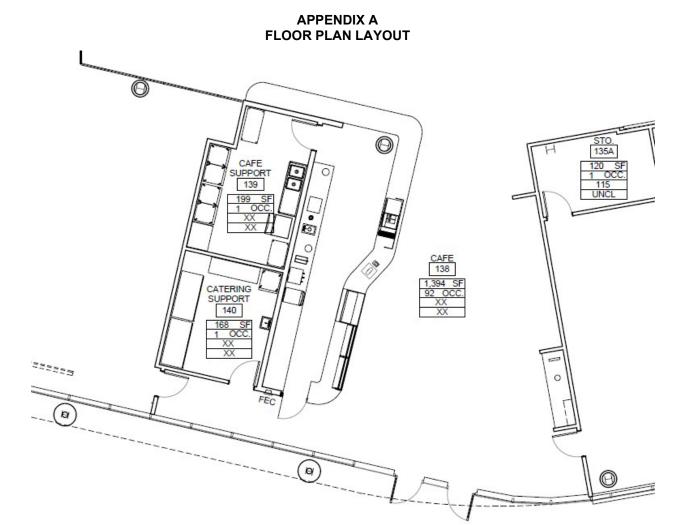
### ATTACHMENT 6: FEDERAL FLOWDOWN TERMS AND CONDITIONS

Not applicable.

### ATTACHMENT 7 TAX DOCUMENTATION AND INSURANCE

All suppliers new to WSU are required to submit a completed tax ID form to the Office of Purchasing as confirmation of their business identity. This information is used to build supplier profiles in the three databases that support encumbrances from our electronic requisitioning system. A scanned image of your tax ID form will be included in the profiles. Please submit documentation with the Proposal.

All Bidders must affirm compliance with and submit, with their Proposal, proof of compliance with the Insurance Requirements set forth in the WSU Supplemental Terms AD-01: WSU Insurance Requirements, which can be found here: <a href="https://www.wichita.edu/administration/generalcounsel/terms-conditions-information-ad-01.php">https://www.wichita.edu/administration/generalcounsel/terms-conditions-information-ad-01.php</a>.



## APPENDIX B FINANCIAL RESPONSE TEMPLATE

#### Instructions:

Please complete the following sections to provide WSU with a clear understanding of your financial approach and operational sustainability. Note that price and commission rates are not the primary factors in proposal evaluation; this information will be used for contract negotiation and to assess feasibility. You are encouraged to provide as much detail as possible in each section, based on the information available to you. If certain factors are unknown or not applicable to your proposed operation, simply indicate this in the relevant section. While it is not required to complete every field, more information will help WSU better understand your approach and evaluate your proposal. Responses should reflect your best estimates and current understanding of the project.

### 1. Revenue Sharing Philosophy

Describe your approach to revenue sharing with the University, including any proposed commission structure or alternative financial partnership models. If applicable, outline how revenue sharing would be determined and adjusted over the contract term.

### 2. Operational Budget Summary

Provide a summary of anticipated annual operating costs. Include projected sales volume and key financial assumptions.

Cost Category	Projected Annual Amount (USD)
Labor	
Food & Beverage	
Supplies	
Marketing	
Utilities (if applicable)	
Other	

### 3. Start-Up Costs

List one-time start-up costs and investments required to launch operations.

Cost Category	One-Time Cost (USD)
Equipment	
Initial Inventory	
Staff Training	
Marketing	
Other	

#### 4. Sample Menu & Pricing

Provide a sample menu with item descriptions and proposed pricing.

Menu Item Item Description	Price (USD)	
----------------------------	-------------	--

#### 5. Financial Sustainability Narrative

Describe how your proposed operation will remain financially sustainable over the contract term. Address factors such as cost control, menu pricing strategy, staffing, and adaptability to changing campus needs.

### APPENDIX C LICENSE REQUIREMENTS

(This form must be completed by bidder to have their bid considered responsive)

Contractor Name: \_\_\_\_\_

Appendix C: License Requirements				
(included but not limited to)				
Food Establishment License	Included: Yes	No		
Food Handler/Safety Certification(s)	Included: Yes	No		
Any other permit/license/certification not listed above:				

Please note: The Provider will be responsible for passing all necessary health, zoning, and/or building inspections and securing a Certificate of Occupancy prior to opening for service, as required by law.

# APPENDIX D REFERENCES

Bidders Name:	_ Company Name:
(please print)	
Contact Name:	
	<del></del>
Address:	
Telephone:	
E-Mail:	
Contact Name:	<del></del>
Address	
Address:	<del></del>
Telephone:	
relephone.	
E-Mail:	
	_
Contrat Name	
Contact Name:	
Address	
Address:	
Telephone:	
E-Mail:	

### APPENDIX E LIST OF AVAILABLE EQUIPMENT

**Note:** This equipment list reflects items installed in the Cargill Cafe at the time Woolsey Hall was commissioned. Bidders are responsible for verifying the presence, condition, and suitability of all listed equipment during the scheduled on-site visit and during ongoing negotiations. Small wares (such as utensils, cookware, and serving items) are not included in this list. Bidders should also assess any additional equipment present onsite that may not be listed here, including items referenced in the construction plans (Appendix F), to ensure their operational needs are met.

#### 1. Dishwasher, Undercounter

Model: Hobart LXER+BUILDUP

Dimensions: 23-15/16"W x 26-13/16"D x 32-1/2"H

• **Features:** High temperature sanitizing, Energy Recovery, 30/24/13 racks/hour, Fresh Water Rinse (0.62 gal/rack), Automated Delime Cycle, Clogged Wash Arm Alert, 3 selectable cycles (light, normal, heavy), Detergent, Rinse Aid & Delimer Pump, Advanced Service Diagnostics

Electrical: 120/208-240V, 60Hz, 1-ph, 30.5 amps

### 2. Reach-In Refrigerator

Model: Turbo Air M3R24-1-N

• Capacity: 21.6 cu. ft.

Dimensions: 28-3/4"W x 32-3/4"D x 83"H

- Features: Top mount self-contained refrigeration with self-cleaning condenser, field reversible
  hinged solid door with lock & door alarm, exterior LED digital temperature controller, selfdiagnostic monitoring system, automatic fan motor delays, LED interior lighting, 3 PE coated wire
  shelves, aluminum interior with stainless steel floor, stainless steel front & sides, R290
  Hydrocarbon refrigerant, 1/4 HP
- Electrical: 115V, 60Hz, 1-ph, 2.5 amps, cord with NEMA 5-15P

#### 3. Reach-In Dual Temp Cabinet

- Model: Turbo Air M3RF45-2-N
- Capacity: 15 cu. ft. (Freezer) / 20.93 cu. ft. (Refrigerator)
- Features: Two-section, top mount, 35% freezer & 65% refrigerator, stainless steel exterior front & sides, aluminum interior with stainless steel floor, 2 stainless steel hinged solid doors with recessed handles, LED interior lighting, 6 PE coated wire shelves, self-cleaning condenser, exterior LED digital thermometer, door open beep, self-diagnostic monitoring system, hot gas condensate system, turbo freezing, smart fuzzy defrost, automatic fan motor delays, door pressure release, door locks, R290 Hydrocarbon refrigerant, 1/3HP (Freezer), 1/4HP (Refrigerator)
- Electrical: 115V, 60Hz, 1-ph, 6.0 amps, NEMA 5-15P

#### 4. Refrigerated Self-Service Under Counter Height Case (Qty: 2)

- Model: Structural Concepts CO43R-UC
- **Dimensions:** 47-1/4"W x 32-3/4"H
- Features: Oasis® Self-Service, Breeze-E (Type II) with EnergyWise self-contained refrigeration system (rear access), Blue Fin coated coil, LED top light, one-piece formed ABS plastic tub, black interior, laminated exterior, 2 square full end panels, casters with levelers, front panel extends over end panels to blend with adjacent counters, counter surface extends over top unit, NSF Type II compliant, digital Fahrenheit thermometer

 Electrical: 110-120V, 60Hz, 1-ph, 12.0 amps, 1053 watts, 6 ft straight blade power cord with NEMA 5-15P

### 5. Ice Maker with Bin, Cube-Style

• Model: Manitowoc UDF0310A

• **Dimensions:** 30"W x 28"D x 38-1/2"H

Production: Up to 286 lb/24 hours at 70°/50° (233 lb AHRI certified at 90°/70°)

Storage: 119 lb ice storage capacity

• **Features:** Electronic controls, full bin and service indicators, production delay (4, 12, or 24 hours), Alpha-San antimicrobial protection, forward sliding storage bin, sealed foodzone with removable water trough, distribution tube and damper door, dice size cubes, 6" adjustable legs with flanged feet (painted gray)

Electrical: 115V, 60Hz, 1-ph, 10.0 amps, cord with NEMA 5-15P

#### 6. Rapid Cook Oven

Model: TurboChef BULLET

• **Dimensions:** 21.1" wide, countertop

- **Features:** Ventless, fully insulated cook chamber, stores up to 256 recipes, internal catalytic converter, smart voltage sensor technology, digital display with touch controls & wifi, removable rack and grease collection pan, bottom jet plate, pull down door with ergonomic handle, 2 solid PTFE baskets, aluminum paddle, baking stone, side hand grips, stainless steel front, top & sides
- Electrical: 208/240V, 60Hz, 1-ph, 30.0 amps, 6 ft cord, NEMA 6-30P

### 7. Undercounter Refrigerator

Model: True TUC-27-ADA-HCDimensions: 34" working height

• Temperature: 33 - 38°F

• **Features:** 1 stainless steel door, 2 PVC coated adjustable wire shelves, stainless steel top, front & sides, clear coated aluminum interior with stainless steel floor, 3" castors, R290 Hydrocarbon refrigerant, 1/6 HP, ADA Compliant

• Electrical: 115V, 60Hz, 1-ph, 2.0 amps, NEMA 5-15P

### 8. Work Table, 60" Stainless Steel Top

Model: John Boos FBLG6024-X

• Dimensions: 60"W x 24"D

• **Features:** 18/430 stainless steel flat top, 1-1/2" Stallion Safety Edge on front & back, 90° turndown on sides, galvanized legs & adjustable undershelf, adjustable 1" plastic bullet feet, NSF, CSA

### 9. Heated Banquet Cart (Qty: 2)

• Model: Metro MBQ-200D-QH

• **Features:** Heated Banquet Cabinet, 2 door, insulated, 4 removable shelves holds up to 200 11-3/4" plates, stainless steel construction, timer, thermometer, whiteboard, bumper, canned Quad-Heat™ dual fuel system, bottom-mounted drawers, 6" casters (2 rigid/2 swivel with brakes)

Electrical: 120V, 60Hz, 1-ph, 1650W, 13.8A, NEMA 5-15P

### 10. Wire Shelving (Qty: 4)

Model: Centaur C2436C

Dimensions: 36"W x 24"DFinish: Chrome plated, NSF

Model: Centaur C74UC Mobile Post
 Dimensions: 73-7/8"H, chrome
 Model: Centaur C74C Stationary Post

• **Dimensions:** 74-5/8"H, chrome, leveling bolt & cap

### 11. Microwave Oven (Qty: 2)

Model: General GEW 1000ECapacity: 1.0 cu. ft. interior

• **Features:** Digital touch pad control, LED display, 3-stage cooking capability, power level to 10, light up dial timer, metal handle, interlock system, 1000 watts

Electrical: 120V, 60Hz, 1-ph

#### 12. Reach-In Freezer

Model: Turbo Air M3F47-2-N

• Capacity: 42.1 cu. ft.

Features: Two-section, exterior LED digital thermometer, door open beep, self-diagnostic
monitoring system, hot gas condensate system, smart fuzzy defrost, automatic fan motor delays,
door pressure release, LED interior lighting, self-cleaning condenser device, 2 hinged solid doors
with recessed handle & locks, 6 PE coated wire shelves, stainless steel front & sides, aluminum
interior with stainless steel floor, top mount self-contained compressor, R290 Hydrocarbon
refrigerant, 2/3 HP

• **Electrical:** 115V, 60Hz, 1-ph, 6.3 amps, NEMA 5-15P

# APPENDIX F CONSTRUCTION PLAN, ELEVATIONS, AND DETAILS Please see the included PDF File

ATTACHMENT 8: BIDDER SIGNATURE SHEET						
material reference	ls or separately subm ce such materials in r	itted proposal esponse to the	docu relev	all questions below. If you intend to rely ument in response to any of the below que vant question and provide that material al ary or business trade secrets as "CONFID	stions, plea	ase
1. RFP	Name:					
2. Bidd	ler Legal Name:					
3. FEIN	Number:					
<b>4.</b> Any	Other Relevant Nam	ne under which	Bid	der Operates:		
<b>5.</b> Bidd	ler Parent Contracto	r, if any:	Со	rporation		
			Lin	nited Liability Contractor □		
			No	t for Profit □		
6. Iden	tify Corporate Struct	ure:	Oth	ner   Describe:		
<b>7.</b> Addı	-					
8. Mair	n Telephone Number	·:				
		Name:				
		Title:				
<b>9.</b> io Person if Awarded Phone Number			er:			
Bid:		E-Mail:				
<b>10.</b> Do you certify that this Proposal meets the Performance Specifications set forth in Attachment 4? If no, provide written explanation and attach.  Yes □  No □						
<b>11.</b> Do you acknowledge that you have received all Attachments referenced in this RFP and have, as of the time of submission, reviewed the Purchasing Website for any supplemental terms or amendments? Yes □ No □						
	varded a Contract an ing address and tele			are to be directed to an address other thow.	an above,	indicate
Ad	ldress:					
Cit	ty, State, Zip					
Ph	one Number:					
By my signature below, I hereby certify that this Proposal is being submitted on behalf of the person, Contractor, organization or entity identified above, that I have the authority to submit this Proposal and all certifications, is in accordance with the RFP specifications set forth herein and is a complete and accurate statement of skills, qualifications, service guarantees and costs. I further hereby certify that I do not have and am unaware that Bidder has any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.						
Name of Authorized Official: Title:						
Signatu	ure:			Date:		