



UNIVERSITY OF  
**TORONTO**  
MISSISSAUGA

**Request for Quotations**  
**for a**  
**Food Management Services Consultant**

Request for Quotation No.: **UTMHSERV0010**

Issued: **Monday, March 10, 2014**

Submission Date: **Monday, March 31, 2014 @ 9:00:00 A.M.**

Campus map available online at:  
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## TABLE OF CONTENTS

|                                                                                                                                                              |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>PART 1 – INTRODUCTION .....</b>                                                                                                                           | <b>4</b>  |
| 1.1 Invitation .....                                                                                                                                         | 4         |
| 1.2 Agreement on Internal Trade.....                                                                                                                         | 4         |
| 1.3 Submission Instructions.....                                                                                                                             | 4         |
| 1.4 Respondents to Review RFQ .....                                                                                                                          | 5         |
| 1.5 All New Information to Respondents by Way of Addenda .....                                                                                               | 5         |
| 1.6 Debriefing.....                                                                                                                                          | 5         |
| <b>PART 2 – EVALUATION OF QUOTATIONS .....</b>                                                                                                               | <b>6</b>  |
| 2.1 Stages of Evaluation .....                                                                                                                               | 6         |
| 2.2 Mandatory Requirements.....                                                                                                                              | 6         |
| 2.2.1 Quotation Form .....                                                                                                                                   | 6         |
| 2.2.2 Other Mandatory Criteria.....                                                                                                                          | 6         |
| 2.2.3 Submission Deadline Date .....                                                                                                                         | 6         |
| 2.3 Rated Criteria .....                                                                                                                                     | 6         |
| <b>PART 3 – TERMS OF REFERENCE AND GOVERNING LAW .....</b>                                                                                                   | <b>8</b>  |
| <b>APPENDIX A – Deliverables.....</b>                                                                                                                        | <b>10</b> |
| A.1 Background Information.....                                                                                                                              | 10        |
| A.1.1 History.....                                                                                                                                           | 10        |
| A.1.2 Food Service Goals and Objectives .....                                                                                                                | 10        |
| A.2 Food Services Operations .....                                                                                                                           | 11        |
| A.2.1 Existing Food Service Outlets .....                                                                                                                    | 11        |
| A.2.2 Future Food Service Outlets.....                                                                                                                       | 12        |
| A.2.3 Meal Plans.....                                                                                                                                        | 12        |
| A.3 Scope of Work.....                                                                                                                                       | 12        |
| A.3.1 Food Service Management Consultant Service Requirements .....                                                                                          | 12        |
| A.3.3 Fixed Fee Pricing Scope of Work for Phase 1 – Research and Feasibility Study ....                                                                      | 13        |
| A.3.4 Fixed Fee Pricing Scope of Work for Phase 2 – Development of the Request for<br>Proposal (Optional phase following completion/results of Phase 1)..... | 13        |
| A.3.5 Additional Scope Compensated Through Hourly Rate Charges .....                                                                                         | 15        |
| A.4 Minimum Requirements .....                                                                                                                               | 15        |
| A.5. Material Disclosures .....                                                                                                                              | 15        |
| A.5.1 Arrangement between the UTM and the Food Service Management Consultant..                                                                               | 15        |
| A.5.2 Approvals.....                                                                                                                                         | 16        |
| A.5.3 Any Other Inclusions/Exclusions.....                                                                                                                   | 16        |
| A.6 Additional Requirements.....                                                                                                                             | 16        |
| A.6.1 Parking at the UTM .....                                                                                                                               | 16        |
| A.6.2 After-Hours Access.....                                                                                                                                | 16        |
| <b>APPENDIX B – Quotation Form .....</b>                                                                                                                     | <b>17</b> |
| B.1 Respondent Information.....                                                                                                                              | 17        |
| B.2 Acknowledgement of Terms of Reference and Governing Law .....                                                                                            | 17        |
| B.3 Ability to Provide Deliverables.....                                                                                                                     | 17        |
| B.4 Non-binding Price Estimates and Other Related Information.....                                                                                           | 17        |
| B.4.1 Fixed Fee – Research and Feasibility Study (Phase 1 – refer to section A.3.3):.....                                                                    | 17        |
| B.4.2 Fixed Fee – Development of the Request for Proposal (Optional Phase 2 – refer to<br>section A.3.4):.....                                               | 18        |
| B.4.3 Hourly Rate for Additional Scope of Work Required (refer to section A.3.5):.....                                                                       | 18        |
| B.4.4 Ability to Meet Timeline .....                                                                                                                         | 18        |
| B.4.5 Past Projects of Similar Scope in Post-Secondary Institutional Settings.....                                                                           | 18        |

|                                                                      |                                                                             |           |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------|
| B.4.6                                                                | Past Food Service Operations and Management RFP Projects and Reference..... | 19        |
| B.4.7                                                                | Personnel Assigned to the Project.....                                      | 19        |
| <b>B.5</b>                                                           | <b>Addenda .....</b>                                                        | <b>19</b> |
| <b>B.6</b>                                                           | <b>Conflict of Interest .....</b>                                           | <b>20</b> |
| <b>B.7</b>                                                           | <b>Confidential Information of Respondent .....</b>                         | <b>21</b> |
| <b>APPENDIX C – Existing Food Service Locations at the UTM .....</b> |                                                                             | <b>22</b> |
| <b>APPENDIX D – Future Food Service Locations at the UTM .....</b>   |                                                                             | <b>23</b> |
| <b>APPENDIX E – Resident Student Meal Plans.....</b>                 |                                                                             | <b>24</b> |
| <b>APPENDIX F – Phase 2 Food Services RFP Timeline.....</b>          |                                                                             | <b>25</b> |

## IMPORTANT DATES

|                        |                                         |
|------------------------|-----------------------------------------|
| Issue Date of RFQ      | <b>March 10, 2014</b>                   |
| Deadline for Questions | <b>March 17, 2014 @ 4:00:00 P.M.</b>    |
| Submission Date        | <b>March 31, 2014 @ 9:00:00 A.M.</b>    |
| Interviews             | <b>Commencing Week of April 7, 2014</b> |

The RFQ timetable is tentative only, and may be changed by UTM at any time prior to the Submission Date. Responses submitted after the Submission Date will be rejected.

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## PART 1 – INTRODUCTION

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### 1.1 Invitation

This Request for Quotations (“the RFQ”) issued by The Hospitality and Retail Services Department at the University of Toronto Mississauga on behalf of The Governing Council of the University of Toronto (“UTM”) is an invitation to submit non-binding offers for the provision of a Food Management Services Consultant as further described in Appendix A, for the Rates established in Appendix B. The respondent selected pursuant to this RFQ process will be informed in writing. Respondents not selected will also be informed in writing.

### 1.2 Agreement on Internal Trade

Respondents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference please see the Internal Trade Secretariat website at [http://www.ait-aci.ca/index\\_en.htm](http://www.ait-aci.ca/index_en.htm).

### 1.3 Submission Instructions

Respondents are requested to submit their Quotation Form (Appendix B) in the form prescribed herein by the Submission Date to the UTM Contact identified below in the manner set out below:

UTM Contact: **Andrea De Vito**

E-mail: **a.devito@utoronto.ca**

**Please submit one electronic copy by Email to the attention of the above.**

Responses submitted after the Submission Date will be rejected.

A respondent may, at its option, email the UTM Contact prior to the Submission Date with delivery details, including the anticipated arrival time of its response. In the event a response does not arrive as scheduled, UTM may provide those respondents who have given such prior notice one additional Business Day to affect the delivery of their responses. The Submission Date shall be deemed to be adjusted accordingly for the purpose of accepting those responses. For the purposes of this Section, “Business Day” means any

working day between **9:00** a.m. and **4:30** p.m., Monday to Friday inclusive, but excluding statutory and other holidays that UTM has elected to be closed for business.

#### **1.4 Respondents to Review RFQ**

Respondents shall promptly examine all of the documents comprising this RFQ and (a) shall report any errors, omissions or ambiguities and (b) may direct questions or seek additional information in writing by e-mail on or before the Deadline for Questions to the UTM Contact. UTM is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the respondent to seek clarification from the UTM Contact on any matter it considers to be unclear. UTM shall not be responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

Respondents and their representatives may not contact individuals employed or engaged by any member of the University, other than the UTM Contact, concerning matters regarding this RFQ. Only information received by the UTM Contact will be considered in the RFQ process. All such communications must be in writing. Any respondent that does not follow these instructions may be disqualified.

#### **1.5 All New Information to Respondents by Way of Addenda**

This RFQ may be amended only by an addendum in accordance with this section. If UTM, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFQ. Such addenda may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the University.

#### **1.6 Debriefing**

For purchases valued at \$100,000 or greater, respondents may request a debriefing after receipt of a notification of award. All requests must be made in writing to the UTM Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

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## PART 2 – EVALUATION OF QUOTATIONS

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### 2.1 Stages of Evaluation

The evaluation of quotations will be conducted in the following stages:

- Stage I will consist of a review to determine which submissions satisfy all of the mandatory requirements. Those submissions that satisfy the mandatory requirements will proceed to Stage II.
- Stage II will consist of a scoring on the basis of the Rated Criteria. Subject to the Terms of Reference and Governing Law, the top-ranked respondent as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the respondent and the selection of another respondent, or the cancellation of the RFQ.

### 2.2 Mandatory Requirements

#### 2.2.1 Quotation Form

Each quotation must include a Quotation Form (**Appendix B**) completed and signed by the respondent.

#### 2.2.2 Other Mandatory Criteria

N/A

#### 2.2.3 Submission Deadline Date

Responses satisfying the mandatory requirements before the Submission Deadline Date will proceed to the Rated Criteria evaluation phase. Responses failing to satisfy the mandatory requirements will be excluded from further consideration.

### 2.3 Rated Criteria

Stage II will consist of an evaluation of the quotation to determine the high score based on the following criteria:

| <b>Rated Criteria Category</b>                                                                      | <b>Weighting</b> |
|-----------------------------------------------------------------------------------------------------|------------------|
| <b>Project Experience 50 points</b>                                                                 |                  |
| Experience with comparable projects (both Phase 1 and 2)                                            | 20               |
| Understanding of University Food Service programs                                                   | 10               |
| Understanding of Post-Secondary Contracted Food Service financial relationships                     | 10               |
| References                                                                                          | 10               |
| <b>Project Methodology 25 points</b>                                                                |                  |
| Proven ability to coordinate focus groups, interviews, and third-party surveys, and analyze results | 15               |
| Personnel assigned to the project                                                                   | 10               |
| <b>Fee Structure 25 points</b>                                                                      |                  |
| Fixed Fee Pricing for Scope of Work (Phase 1)                                                       | 5                |
| Fixed Fee Pricing for Scope of Work (Optional - Phase 2)                                            | 15               |
| Hourly Rate for Additional Work                                                                     | 5                |
| <b>Total Points</b>                                                                                 | <b>100</b>       |

In addition to submitting the Quotation Form (**Appendix B**), noted above, respondents should respond to the non-price factors described above with reference to the applicable section numbers of the RFQ. A response should include, but is not limited to:

- a) A statement demonstrating past experience with comparable projects; feasibility study and development of RFP**
- b) A statement demonstrating an understanding of University Food Services Programs**
- c) A statement demonstrating understanding of Post-Secondary Contracted Food Service financial relationships**
- d) A statement demonstrating proven ability to coordinate focus groups, interviews, and third-party surveys, and analyze results**
- e) Information relating to personnel who would be assigned to this project**

It is the intent of UTM to conduct interviews with the 2 highest ranking respondents. The University reserves the right to re-address any and all evaluation scoring as a result of the interview process.

In the event of a tie score, the selected respondent will be determined by way of a coin toss.

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## PART 3 – TERMS OF REFERENCE AND GOVERNING LAW

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In responding to this RFQ, and to be eligible for consideration, each respondent must submit a completed and signed Quotation Form that, among other things, acknowledges its acceptance of the RFQ Terms of Reference and Governing Law as contained hereunder:

- (a) this RFQ process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal "Contract A" binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations;
- (b) neither party shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, the failure to award a contract or the failure to honour a quotation;
- (c) the respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations;
- (d) no legal obligation regarding the procurement of any good or service shall be created between the respondent and the University until the University accepts the respondent's offer in writing;
- (e) when evaluating quotations, the University may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's submission, and the University may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information;
- (f) the University may consider the respondent's past performance on previous contracts or any other relevant information taken into account by the University when determining the acceptability of a respondent;
- (g) the respondent consents to the University's collection of the information as contemplated under this RFQ for the uses contemplated under this RFQ;
- (h) the University may elect not to consider a respondent whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information;
- (i) the University may prohibit a respondent from participating in a procurement process based on poor past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to (i) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (ii) the refusal of the respondent to honour its pricing or other commitments made in its quotation, or (iii) any other conduct, situation or circumstance, as solely determined by the University, which constitutes a Conflict of Interest; and
- (j) the University may cancel this RFQ process at any time.



The parties also acknowledge that these terms (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by, and interpreted and construed in accordance with, the laws of the province or territory within which the University is located and the federal laws of Canada applicable therein.

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## APPENDIX A – Deliverables

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Hospitality and Retail Services (H&RS) at the UTM is seeking the services of a Food Service Consultant to provide recommendations on the future direction of food service operations at the UTM following the expiration of the current contact with Chartwells. The above project will be completed in 2 phases: (i) **Phase 1** – A feasibility study on the possibility of the UTM moving to a self-operated food services model; and, based on the outcome of Phase 1 and, if necessary, (ii) **Phase 2** – the development of the H&RS Request for Proposal for a Contracted Food Service Company to manage and operate food services at the UTM.

### A.1 Background Information

#### A.1.1 History

Founded in 1827, the University of Toronto is Canada's largest and most distinguished university. Consistently ranked Canada's top research-intensive university by Maclean's magazine, the University of Toronto offers teaching programs in 17 academic divisions. Its programs are held on the historic St. George campus in downtown Toronto and on campuses in Mississauga and Scarborough.

Opened in 1967, the **University of Toronto Mississauga (UTM)** is one of three campuses of the University of Toronto. Located on 200 acres along the Credit River, The UTM offers a unique teaching, research and physical environment. An integral part of the City of Mississauga, the UTM has more than 12,000 students and over 38,000 alumni worldwide. With 15 distinct academic departments as well as an Institute of Communication, Culture and Information Technology and the Mississauga Academy of Medicine, the UTM offers 148 programs and 89 areas of study while continuing to play a unique role within the University of Toronto's tradition of excellence in teaching and research.

#### A.1.2 Food Service Goals and Objectives

The UTM is a campus that has expanded, and continues to expand, rapidly. Currently, there is a significant shortfall of space on campus allocated to food services. The UTM administrative resources are fully engaged in the implementation of new operating models, agreements, and program changes. Consequently, the UTM's food service operation is working closely with the food service contractor to improve the quality of campus services and in planning the implementation of new outlets in step with rapidly developing campus building expansion and development. A Campus Food service Master Plan has been developed to lay out the expansion of the food service operations in step with the growth of the campus. This Master Plan is constantly reworked as the needs of the UTM Community change based on the campus expansion and strategic direction of the UTM.

To support our constituents, the UTM's food service operations offer an ever-increasing variety of products and services that have a significant impact on campus life. The UTM strives to ensure its food operations are market competitive, and reflect current and emerging trends and customer expectations. The UTM's food service objectives include:

- A. To become the leading Canadian University in terms of Food Service
- B. To develop and implement a comprehensive food service business plan which will support growth and capture on- and off- campus market potential. The plan must be sensitive to the UTM's setting and food services on campus should reflect the ethnic diversity of the UTM community and the City of Mississauga

- C. To provide quality products at reasonable prices with courteous staff and efficient services in dynamic and engaging facilities
- D. To respond to any concerns of the UTM and ensure that food service meets the needs, expectations and convenience requirements of the University's diverse clientele on an ongoing basis
- E. To analyze and modify, renew, add or delete food service facilities to meet the anticipated growth and sustain the University's physical assets
- F. To incorporate a mix of popular branded concepts in the food service operations which will:
  - o provide value to the UTM community
  - o enhance customer satisfaction, revenues, professionalism and image
  - o permit the campus operations to better compete with off-campus facilities

## A.2 Food Services Operations

### A.2.1 Existing Food Service Outlets

The current contract with Chartwells, a division of Compass Group Canada Inc., expires on April 30<sup>th</sup>, 2014, with a mutually agreed upon extension with existing terms and conditions expiring on June 1<sup>st</sup>, 2015. This exclusive contract covers the operation of all food service concepts, including catering, on campus with the exception of the Blind Duck Pub at the Student Center, which is operated by the University of Toronto Mississauga Student Union (UTMSU). However, the H&RS department at the UTM manages the development and capital investment (buildings, food service equipment, etc.) associated with food service on campus and, as such, the UTM will fund any new food service builds and any expansion, renovation, relocation or enhancement to existing food service units on campus.

The UTM currently has 10 food service outlets and a Commissary Kitchen operated by Chartwells. These food locations are listed below:

| Location                                                                     | Food Service Concepts                                                       |                                                        |                                                   |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------|
| William G. Davis Building – Meeting Place                                    | Tim Hortons                                                                 | Subway                                                 | Second Cup (to be relocated to the Kaneff)        |
| William G. Davis Building – Temporary Food Court                             | Pizza Pizza<br>International Kitchen<br>Tim Hortons Express<br>Soup Station | Booster Juice<br>Elements<br>Deli Station<br>On the Go | Tandori<br>Quick Cuisine<br>Cold Beverage Station |
| William G. Davis Building – Spiegel                                          | Main Commissary                                                             | Catering                                               |                                                   |
| Oscar Peterson Hall Residence – Colman Commons Dining Hall                   | Culinary Table<br>Menutainment<br>Cold Beverage Station                     | Chef's Table<br>Fresh Grille<br>Hot Beverage Station   | Sandwich Central<br>On the Go<br>Soup Station     |
| Oscar Peterson Hall Residence – Colman Commons Renovation (opening Nov 2014) | Expansion of Dining Area                                                    | Addition of Coffee House Concept                       | Renovation of Existing Servery and Dining Area    |
| CCT Building – Circuit Break Cafe                                            | Pizza Pizza                                                                 | On the Go                                              | Hot Beverage Station                              |
| HMALC – Starbucks                                                            | Starbucks                                                                   |                                                        |                                                   |
| Instructional Building – Café and Lounge                                     | Second Cup                                                                  | Panini Fresca                                          | On the Go                                         |
| Deerfield Centre – North Side Bistro (opening Aug 2014)                      | Salad Concept<br>Scratch Soup Concept                                       | Stone Oven Concept<br>Coffee Concept                   | On the Go<br>Cold Beverage Station                |
| Kaneff/Innovation Centre – Second Cup (opening Aug 2014)                     | Second Cup<br>(Relocated from the Meeting Place)                            | On the Go                                              |                                                   |

A UTM Campus Map identifying the food service locations mentioned above is located in **Appendix C**.

Mike's Dog House, a Hot Dog Trailer outlet that operates as under a third party agreement with Chartwells, is located on the UTM campus. The Blind Duck serves pub style fare and is the only licensed food service establishment on campus. It is located in the Student Center and is operated by the UTMSU. The Blind Duck operation provides the service alcohol under the campus's liquor license, which is owned by the UTM. Service of alcohol in licensed areas outside of the Student Center is currently performed by Chartwells under the UTM's liquor license and is managed by H&RS.

### **A.2.2 Future Food Service Outlets**

The UTM has three new food service outlets that are planned to open over the next three years. These new outlets are listed below:

| <b>Location</b>                                      | <b>Food Service Concepts</b>                                                        | <b>Proposed Opening Date</b> |
|------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------|
| North Building Phase B – Coffee Kiosk                | Non-branded Coffee Kiosk with Grab and Go Items to complement the North Side Bistro | August 2017                  |
| William G. Davis Building – Permanent Food Court     | 8-10 Concepts (to be determined)<br>To Replace Temporary Food Court                 | August 2017                  |
| William G. Davis Building – Science Wing Food Outlet | 2-3 Concepts (to be determined)                                                     | August 2017                  |

A UTM Campus Map identifying the future food service locations mentioned above is located in **Appendix D**.

### **A.2.3 Meal Plans**

H&RS manages the sales and administration of the Residential and Non-Residential Meal Plans at the UTM. All students, with the exception of Grad Students and Students in Family Housing, who chose to live in Residence are required to purchase a Resident Student Meal Plan. On average, there are 1,250 students with Resident Student Meal Plans each year. The split between first-year full meal plans and upper-year partial meal plans is around 65-35. A breakdown of the Resident Student Meal Plans at the UTM is in **Appendix E**. The UTM also offers commuting students, staff, and faculty an optional Campus Value Plan. Currently, there are approximately 1,000 Campus Value Plan holders at the UTM. The UTM offers several joint academic programs with Sheridan College's Oakville Campus. H&RS has developed an agreement with Sheridan College to allow UTM students to use their Meal Plans on the Oakville Campus.

## **A.3 Scope of Work**

### **A.3.1 Food Service Management Consultant Service Requirements**

The scope of work will be carried out in two phases outlined below. Phase 2 of the project will be an optional element based on the completion and final results of Phase 1. **UTM, at its sole discretion, reserves the right not to award Phase 2 of the project.**

#### **Phase 1 – Research and Feasibility Study**

Conducting a research and feasibility study on the possibility of UTM moving in the direction of a self-operating food services model.

1. Initial meeting with H&RS to review project
2. Performing any background research for the project, including market research, data collection, and UTM food services review
3. Developing a brief case study on the feasibility of UTM food services being self-operated, including potential implementation timelines
4. Reporting findings and recommendation

## **Phase 2 – Development of the Request for Proposal (Optional phase following completion/results of Phase 1)**

The scope of work required by the Food Service RFP Consultant will be related to assisting H&RS Services in collaboration with UTM Procurement, in the development of the Request for Proposal for public competition for the Operation and Management of Food Services at UTM. The Food Service RFP Consultant must have sufficient access to human and other resources in order to successfully comply with the many moving parts of this project concurrently.

Specifically, the services of the Food Service RFP Consultant will be required for the following aspects of the RFP process:

1. Overseeing stakeholder consultation, specifically the survey, interview, and focus group process
2. In collaboration with UTM Procurement and based on the broader strategy as established by H&RS, establishing the specific contract deliverables for inclusion in the final RFP package
3. Develop the final RFP document for posting by UTM's procurement
4. Assisting with RFP Bid Analysis and providing recommendations to the UTM
5. Timeline - UTM and the H&RS department is committed to working effectively with the selected Food Service RFP Consultant to move through the RFP process based on the timeline in **Appendix F**.

### **A.3.3 Fixed Fee Pricing Scope of Work for Phase 1 – Research and Feasibility Study**

Respondents are required to develop and provide within their submission **fixed pricing** for the following deliverables:

#### **A.3.3.1 Research and Feasibility Study**

- o Initial meeting with H&RS to review project
- o Performing any background research for the project, including market research, data collection, and UTM food services review
- o Developing a brief case study on the feasibility of UTM food services being self-operated
- o Final report on findings, resultant recommendations, and implementation timelines

### **A.3.4 Fixed Fee Pricing Scope of Work for Phase 2 – Development of the Request for Proposal (Optional phase following completion/results of Phase 1)**

Respondents are required to develop and provide within their submission **fixed pricing** for the following deliverables:

#### **A.3.4.1 Overseeing the Survey Process**

- o Meeting with H&RS to review the survey and to assist in developing interview questions
- o Establishing the third party survey partner based on the following requirements:
  - Develop the survey to be approved by H&RS
  - Survey will be qualitative in nature
  - Survey to be available to respondents (UTM students, staff, and faculty) on-line from September 29 to October 11, 2014
  - Survey results and accompanying comprehensive analysis report must be made available to the UTM by October 20, 2014
- o Procurement of survey partner must follow Broader Public Sector guidelines and University of Toronto Procurement policies as follows:

- A minimum of 3 quotes must be secured prior to bid evaluation
- Conflict of Interest requirements between the Food Service RFP Consultant and any survey partner prior to the bid being considered
- o Assisting H&RS with the Bid Analysis to determine the survey partner
- o Managing the survey process
- o Conducting group interviews from the two food service committees at the UTM – the Food Service Advisory Committee and the Resident Student Dining Committee – to solicit feedback and to gain a perspective on the UTM's existing food service program
- o Conducting 8-10 pointed interviews with UTM stakeholders
  - Interviewees to be determined by H&RS
  - Food Service RFP Consultant will assist H&RS in establishing interview questions and format
  - Interviews to take place in October 2014 and will be conducted by the Food Service RFP Consultant
  - Interviews to be approximately 1 hour in length each
  - Food Service RFP Consultant will assemble all interview data into a report to be included as an Appendix in Food Service Operations and Management RFP document
- o Conducting 2 focus groups – one with a group of full- and part-time students and one with a group of full- and part-time staff and faculty
  - H&RS will determine group composition and will work with the various stakeholders to assemble the focus groups
  - Food Service RFP Consultant will assist H&RS in establishing topics for discussion and format
  - Topics of discussion to include, but not limited to, special dietary requirements, such as veganism, gluten-free/celiac, other food-borne allergens, catering and special events, diversity, value, and sustainability
  - Focus group discussions to take place in the final 2 weeks of October 2014 and will be moderated by the Food Service RFP Consultant
  - Food Service RFP Consultant will assemble all focus group discussion into a report to be included as an Appendix in Food Service Operations and Management RFP document
- o Presenting a formal report of all of the findings to the Resident Student Dining Committee and the Food Service Advisory Committee prior to final RFP posting/launch

#### **A.3.4.2      *Creating Contract Deliverables***

- o Meeting with H&RS to review the Food Services strategy for the UTM
- o Developing specific deliverables to be include in the Food Service Operations and Management RFP document that appropriately reflect the Food Services strategy as laid out by H&RS
- o Working in collaboration with Procurement Service to appropriately implement these deliverables into the Food Service Operations and Management RFP document

#### **A.3.4.3      *Bid Response Analysis, Review, and Recommendation***

- o Reviewing bidder responses and provide recommendations where required by H&RS
- o Assisting in the negotiation process between UTM Procurement and bidders to the point of the contract

### **A.3.5 Additional Scope Compensated Through Hourly Rate Charges**

Should the UTM require any additional services from the Food Service Management Consultant over and above that which is outlined under Fixed Fee Pricing Scope of Work above, the UTM will compensate the Food Service Management Consultant based on an **hourly wage**, with the additional services outlined in an invoice from the Food Service Management Consultant company to the UTM upon completion of the food service review process. The additional services will be assigned by the UTM as a separate Scope of Work (identified, when assigned, as Additional Scope of Work Required), and all line items in the invoice from the Food Service Management Consultant will be validated against this Additional Scope of Work Required.

### **A.4 Minimum Requirements**

Respondents' submission **must** contain the following information in order to be considered:

- A. Proposed fixed fee amount to cover the Fixed Fee Pricing Scope of work outlined herein
  - o Fixed fee to take in consideration the following:
  - o Parking at the UTM
  - o Travel directly related to work done by the Food Service Management Consultant for or on behalf of the UTM
  - o Photocopies, faxes, and long-distance charges for communiqué directly related to work done by the Food Service Management Consultant for or on behalf of the UTM
- B. A proposed hourly rate of pay for the Additional Scope of Work Required outlined herein
- C. A list of projects similar in scope in post-secondary institutional settings that included the following contracted food service financial relationship:
  - Fee account
  - Profit-and-loss account
  - Cost-plus account
  - Subsidized account
- D. Confirmation of ability to meet anticipated project timeline as outlined in **Appendix F**.
- E. A list of at least three Food Service Operations and Management projects in which the respondent has been directly involved
- F. Provision of reference contact information for the above projects

### **A.5. Material Disclosures**

#### **A.5.1 Arrangement between the UTM and the Food Service Management Consultant**

The arrangement between the UTM and the Food Service Management Consultant will be as follows:

##### ***A.5.1.1 Initial Purchase Order from the UTM***

The UTM department of H&RS will issue a purchase order in the name of the successful respondent in an amount equal to the fixed cost quotation of the work identified above. The purchase order may/will be increased for additional work performed, should additional work be performed, as per the conditions established in the section Additional Scope Compensated Through Hourly rate Charges above.

##### ***A.5.1.2 Invoice from the Food Service RFP Consultant***

The Food Service RFP Consultant will invoice UTM:

- o For services provided upon completion of the sections identified in the Fixed Fee Pricing Scope above – this invoice will be clearly marked as services against the Fixed Fee

- o For additional services provide as per the Additional Scope Compensated through Hourly Rate Charges guidelines identified above – this invoice will be presented after the completion of the additional scope by section and be clearly marked as Additional Scope of Work Required

#### **A.5.2 Approvals**

The University of Toronto has approval on all aspects of the service, products and contract. Approval relating to the UTM Food and Beverage Ancillary is through the Director of H&RS.

#### **A.5.3 Any Other Inclusions/Exclusions**

Provision of any other products or services for any University of Toronto campus must be negotiated separately and in consultation with any stakeholders. Any agreement for supply of products or services may not infringe upon or impede the teaching and research activity at the university.

### **A.6 Additional Requirements**

#### **A.6.1 Parking at the UTM**

The UTM requires all contractors, tradespeople, and service personnel to follow the UTM's parking rules and regulations. Specifically, all service personnel must park in one of the 'Pay and Display' parking areas on campus while performing their service call. Service personnel may only park at the loading dock or receiving area of a building in which they are performing service in order to off-load or load service equipment. Any violation of these procedures may result in the issuance of a parking ticket by City of Mississauga parking enforcement officers. H&RS will make every effort possible to assist service personnel should special circumstances warrant different parking accommodations provided that they are discussed with H&RS within a minimum of 24 hours prior to the service call.

#### **A.6.2 After-Hours Access**

Generally speaking, the UTM's operating hours are Monday to Friday, 8:45am to 5:00pm (excluding statutory and university holidays). However, food service operations at the UTM have operating hours that differ from, and often exceed, those of the UTM. Service calls made outside of the UTM's operating hours must be arranged with H&RS to ensure that someone can provide access to the food service space where service is required. On the rare occasion that service is required during hours when the UTM is closed, arrangements must be made with H&RS and UTM Campus Police for access to the campus and to the food service space where service is required. UTM Parking Rules and Regulations during off-hours still apply.



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## APPENDIX B – Quotation Form

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### B.1 Respondent Information

Please fill out the following form, and name one person to be the contact for this RFQ response and for any clarifications or amendments that might be necessary.

|                                                                         |                                   |
|-------------------------------------------------------------------------|-----------------------------------|
| Full Legal Name of Respondent:                                          | <i>[enter your response here]</i> |
| Any Other Relevant Name under Which the Respondent Carries on Business: | <i>[enter your response here]</i> |
| Street Address:                                                         | <i>[enter your response here]</i> |
| City, Province/State:                                                   | <i>[enter your response here]</i> |
| Postal Code:                                                            | <i>[enter your response here]</i> |
| Phone Number:                                                           | <i>[enter your response here]</i> |
| Fax Number:                                                             | <i>[enter your response here]</i> |
| Company Website (If Any):                                               | <i>[enter your response here]</i> |
| RFQ Contact Person and Title:                                           | <i>[enter your response here]</i> |
| RFQ Contact Phone:                                                      | <i>[enter your response here]</i> |
| RFQ Contact Facsimile:                                                  | <i>[enter your response here]</i> |
| RFQ Contact E-mail:                                                     | <i>[enter your response here]</i> |

### B.2 Acknowledgement of Terms of Reference and Governing Law

The respondent acknowledges that this RFQ process will be governed by the specific Terms of Reference and Governing Law set out in this RFQ, and that, among other things, the Terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the University accepts the respondent's offer in writing.

### B.3 Ability to Provide Deliverables

The respondent has carefully examined this RFQ and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the pricing set out below and has provided a list of any subcontractors to be used to complete the proposed contract.

### B.4 Non-binding Price Estimates and Other Related Information

The scope of work will be carried out in two phases. Phase 2 of the project will be an optional element based on the completion and final results of Phase 1. UTM, at its sole discretion, reserves the right not to award Phase 2 of the project.

Respondents must provide pricing for **all phases** and other related information for the Deliverables described hereunder:

#### B.4.1 Fixed Fee – Research and Feasibility Study (Phase 1 – refer to section A.3.3):

\$ \_\_\_\_\_

**B.4.2 Fixed Fee – Development of the Request for Proposal (Optional Phase 2 – refer to section A.3.4):**

\$ \_\_\_\_\_

**B.4.3 Hourly Rate for Additional Scope of Work Required (refer to section A.3.5):**

\$ \_\_\_\_\_

The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

The respondent acknowledges that the pricing includes all applicable duties and taxes except HST, which should be itemized separately, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the University, all costs of installation and set-up, including any pre-delivery inspection charges and all other overhead, including any fees or other charges required by law.

**B.4.4 Ability to Meet Timeline**

Please confirm ability to meet the RFP timeline outlined in **Appendix F**:

- ☐ Yes, we can meet the RFP timeline as stated in **Appendix F**.

Confirmation Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**B.4.5 Past Projects of Similar Scope in Post-Secondary Institutional Settings**

Please list any projects similar in scope to the project outlined here within (Phase 1 and Phase 2 approach) in which the Principal has been directly involved:

**FEE ACCOUNT**

|          |       |
|----------|-------|
| Project: | Date: |
| Project: | Date: |
| Project: | Date: |

**PROFIT AND LOSS ACCOUNT**

|          |       |
|----------|-------|
| Project: | Date: |
| Project: | Date: |
| Project: | Date: |

**COST-PLUS ACCOUNT**

|          |       |
|----------|-------|
| Project: | Date: |
| Project: | Date: |
| Project: | Date: |

|                                                                                                                                                                 |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Please list any projects similar in scope to the project outlined here within (Phase 1 and Phase 2 approach) in which the Principal has been directly involved: |       |
| <b>SUBSIDIZED ACCOUNT</b>                                                                                                                                       |       |
| Project:                                                                                                                                                        | Date: |
| Project:                                                                                                                                                        | Date: |
| Project:                                                                                                                                                        | Date: |

#### **B.4.6 Past Food Service Operations and Management RFP Projects and Reference**

|                                                                                                                                |       |                                |
|--------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------|
| Please list 3 projects similar in scope to the project outlined here within in which the Principal has been directly involved: |       |                                |
| Project:                                                                                                                       | Date: | Reference Contact Information: |
| Project:                                                                                                                       | Date: | Reference Contact Information: |
| Project:                                                                                                                       | Date: | Reference Contact Information: |

#### **B.4.7 Personnel Assigned to the Project**

| Please list all personnel who will be available to work on this project as well as their specific function(s) as pertaining to this project |             |                            |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------------|
| <b>Personnel</b>                                                                                                                            | <b>Role</b> | <b>Relevant Experience</b> |
| 1.                                                                                                                                          |             |                            |
| 2.                                                                                                                                          |             |                            |
| 3.                                                                                                                                          |             |                            |
| 4.                                                                                                                                          |             |                            |

#### **B.5 Addenda**

The respondent is deemed to have read and accepted all addenda issued by the University prior to the Deadline for Issuing Addenda. The onus remains on respondents to make any necessary amendments to their response based on the addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line:  
 \_\_\_\_\_. Respondent who fail to complete this section will be deemed to have received all posted addenda.

## B.6 Conflict of Interest

Prior to completing this portion of the Form of Offer, respondents should refer to the following definition of Conflict of Interest:

**“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where

- (a) in relation to the bidding process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, information in the preparation of its quotation that is confidential and not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- ☐ The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

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The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our quotation; **AND** (b) were employees of the University and have ceased that employment within twelve (12) months prior to the submission deadline:

|                                                     |
|-----------------------------------------------------|
| <b>Name of Individual:</b>                          |
| <b>Job Classification:</b>                          |
| <b>Department:</b>                                  |
| <b>Last Date of Employment with the University:</b> |
| <b>Name of Last Supervisor with the University:</b> |

|                                                                                                        |
|--------------------------------------------------------------------------------------------------------|
| <b>Brief Description of Individual's Job Functions:</b>                                                |
| <b>Brief Description of Nature of Individual's Participation in the Preparation of the Submission:</b> |

**(Repeat above for each identified individual)**

The respondent agrees that, upon request, the respondent shall provide the University with additional information from each individual identified above in the form prescribed by the University.

#### **B.7 Confidential Information of Respondent**

A respondent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the University. The confidentiality of such information will be maintained by the University, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to the University's advisers retained for the purpose of evaluating or participating in the evaluation of their responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the University Contact.

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Signature of Witness

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Signature of Respondent Representative

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Name of Witness

---

Name and Title

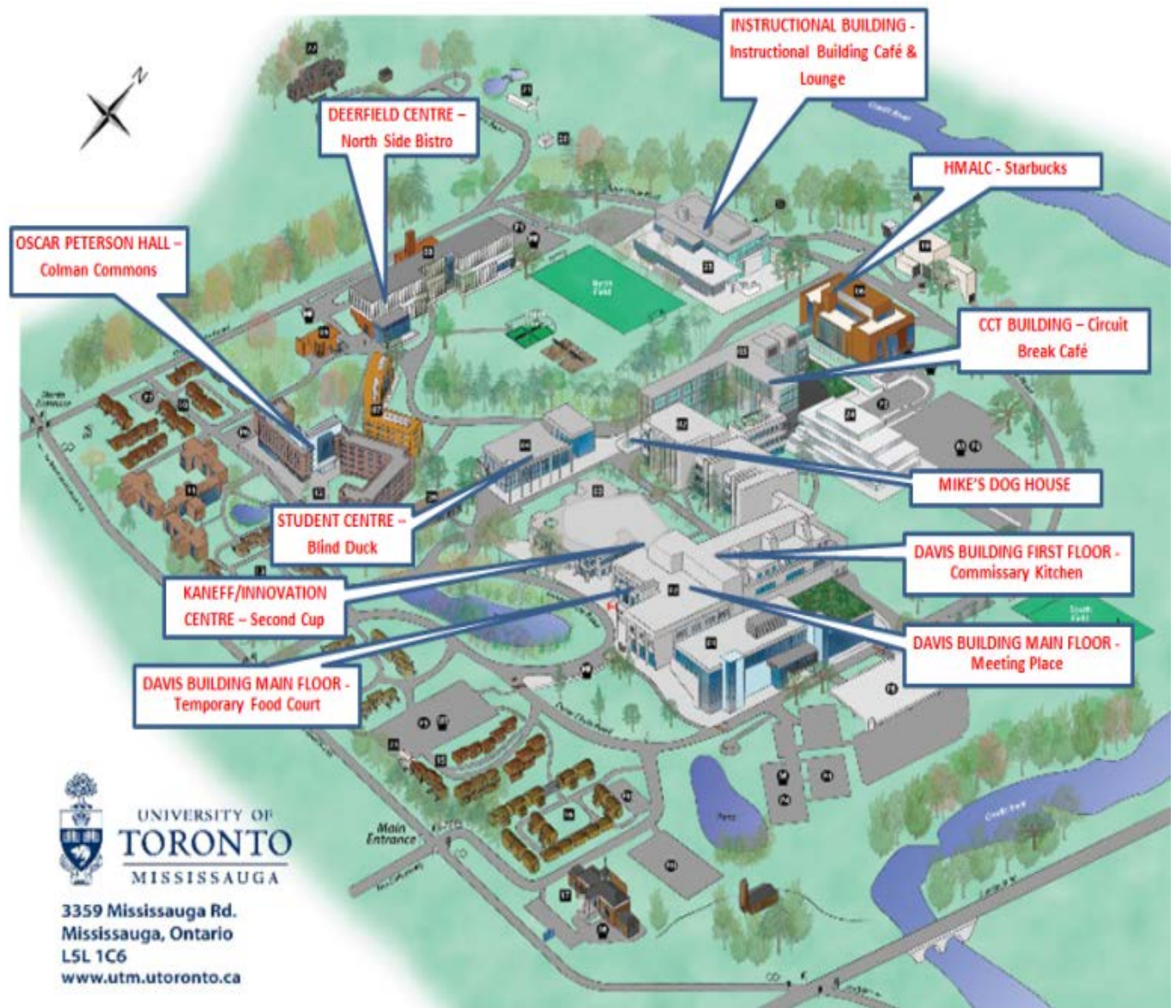
Date:

I have authority to bind the respondent

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Executed under the seal shown below, with the intent that such execution take effect as a deed.

## APPENDIX C – Existing Food Service Locations at the UTM

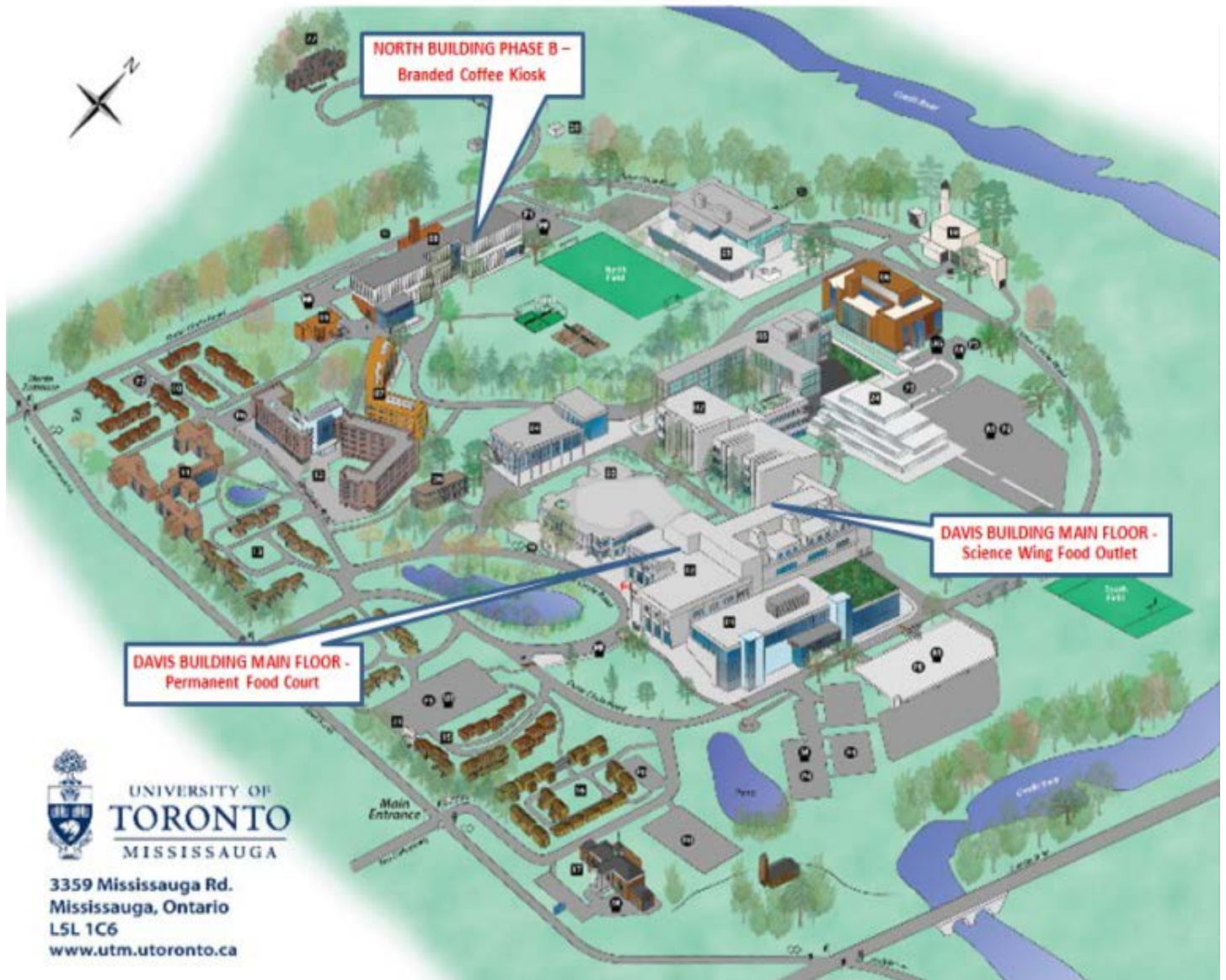




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## APPENDIX D – Future Food Service Locations at the UTM

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## APPENDIX E – Resident Student Meal Plans

### RESIDENCE STUDENT MEAL PLAN COSTS 2014-2015

| Group Name                                                                                                                                                                                                       | Plan Name | Selection Guidelines                                                                                      | Total Cost of Plan | C.I.P.E.* | Non-Refundable Basic Overhead Cost | Basic Food Dollars | Flex Dollars |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------|--------------------|-----------|------------------------------------|--------------------|--------------|
| A                                                                                                                                                                                                                | Small     | Designed for students who are not typically on campus on weekends and those students with light appetites | \$3,649.00         | \$40.00   | \$1,604.50                         | \$1,604.50         | \$400.00     |
| A                                                                                                                                                                                                                | Light     | Designed for students occasionally on campus on weekends and those with light appetites                   | \$3,999.00         | \$40.00   | \$1,704.50                         | \$1,704.50         | \$550.00     |
| A                                                                                                                                                                                                                | Regular   | Designed for students regularly on campus on weekends and those with average appetites                    | \$4,349.00         | \$40.00   | \$1,779.50                         | \$1,779.50         | \$750.00     |
| A                                                                                                                                                                                                                | Plus      | Designed for students who are on campus most weekends and those with hearty appetites                     | \$4,699.00         | \$40.00   | \$1,879.50                         | \$1,879.50         | \$900.00     |
| B                                                                                                                                                                                                                | Small     | Designed to provide the equivalent of ten meals per week                                                  | \$1,899.00         | \$40.00   | \$854.50                           | \$854.50           | \$150.00     |
| B                                                                                                                                                                                                                | Light     | Designed to provide the equivalent of ten meals per week plus frequent snacks                             | \$2,199.00         | \$40.00   | \$954.50                           | \$954.50           | \$250.00     |
| B                                                                                                                                                                                                                | Regular   | The largest of the Group B plans enables you to dine more frequently                                      | \$2,499.00         | \$40.00   | \$1,054.50                         | \$1,054.50         | \$350.00     |
| *The Capital Improvement and Program Enhancement component (C.I.P.E.) of the Resident Student Meal Plan is used to fund facility improvements and Meal Plan Program service enhancements, and is non-refundable. |           |                                                                                                           |                    |           |                                    |                    |              |

### Basic Food Dollars

- o Used for the purchase of prepared food and beverages from most on-campus outlets
- o These purchases are HST exempt when applicable

### Flex Dollars

- o Used for convenience, confection, grocery, and merchandise items, and for vending (at select locations)
- o These purchases do not receive tax savings
- o Note: To accommodate joint UTM/Sheridan College students, the UTM has a relationship with Food Services at Sheridan College allowing the UTM Meal Plan Flex Dollars to be accepted at select food service outlets at Sheridan's Trafalgar campus only

|                           |                             | BASIC                                                                                 | FLEX                                                                                  |
|---------------------------|-----------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Oscar Peterson Hall       | Colman Commons              |  |  |
| William G. Davis Building | Meeting Place<br>The TFC    |  |  |
| CCT Building              | Circuit Break Café          |  |  |
| Kaneff/Innovation Centre  | Second Cup                  |  |  |
| Deerfield Centre          | North Side Bistro           |  |  |
| HMALC                     | Starbucks                   |  |  |
| Instructional Building    | Second Cup<br>Panini Fresca |  |  |
| Student Centre            | Blind Duck                  |                                                                                       |  |
| Hot Dog Cart              | Mike's Dog House            |                                                                                       |  |
| Off-Campus Partner        | Pizza Delivery              |                                                                                       |  |
| Vending Machines          | With TCard Readers          |                                                                                       |  |



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## **APPENDIX F – Phase 2 Food Services RFP Timeline**

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Phase 2 of the project will be an optional element based on the completion and final results of Phase 1.

|                                                                                   |                                                                  |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------|
| Initial Meeting with H&RS                                                         | <b>Summer 2014</b>                                               |
| Research/Short Case Study of Feasibility of UTM food services being self-operated | <b>Prior to September 2014</b>                                   |
| Procurement of Third Party Survey Partner                                         | <b>September 15<sup>th</sup>, 2014</b>                           |
| Survey to be available to Respondents                                             | <b>September 29<sup>th</sup> – October 11<sup>th</sup>, 2014</b> |
| Conducting of 8-10 pointed interviews                                             | <b>October 1<sup>st</sup> – 31<sup>st</sup>, 2014</b>            |
| Survey Results with Comprehensive Analysis Report                                 | <b>October 20<sup>th</sup>, 2014</b>                             |
| Conducting of 2 focus group discussions                                           | <b>October 20<sup>th</sup> – 24<sup>th</sup>, 2014</b>           |
| Presentation of Interview Findings and Analysis to Committees for Review          | <b>November 3<sup>rd</sup> and 4<sup>th</sup>, 2014</b>          |
| Presentation of Interview Findings and Analysis to H&RS                           | <b>November 5<sup>th</sup>, 2014</b>                             |
| Review RFP strategy and Develop Contract Deliverables                             | <b>November 6<sup>th</sup> – 14<sup>th</sup>, 2014</b>           |
| Finalized Contract Deliverables after Review from Procurement                     | <b>November 17<sup>th</sup> – 21<sup>st</sup>, 2014</b>          |
| RFP Launched                                                                      | <b>November 24<sup>th</sup>, 2013</b>                            |
| RFP Ends/Bid Analysis and Evaluation/Winning Bidder Selected                      | <b>January 5<sup>th</sup> – 9<sup>th</sup>, 2015</b>             |
| Negotiations between UTM and Winning Bidder                                       | <b>January 12<sup>th</sup> – February 9<sup>th</sup>, 2015</b>   |
| Food Service Contractor Awarded                                                   | <b>February 10<sup>th</sup>, 2015</b>                            |

*Note: All of the Timeline dates are proposed and may vary slightly as the project progresses.*