

SALEM STATE UNIVERSITY

INVITATION TO BID
THIS IS NOT AN
ORDER

1. The university is an agency of the Commonwealth of Massachusetts and is exempt from any State tax or Federal excise tax
2. Unless otherwise stated, the unit price shall be the net price. Separate unit and total prices must be shown if applicable.
3. Unless otherwise stated, all quoted prices shall be FOB university address inside delivery.
4. Responses must be received on or before **Friday, March 29th 2019 by 4:30 p.m. electronically to ewilson@salemstate.edu. Senior Director of Purchasing, Purchasing Department, Salem State University, Administration Building, 2ND Floor, 352 Lafayette Street, Salem, MA 01970-5353. Electronic submissions preferred.**
5. Submit one (1) original if mailing, Electronic submissions preferred, Fax submissions accepted
6. Salem State University reserves the right to waive informalities and to reject any and all bids; or to accept the bid deemed best for the Commonwealth
7. For additional information:
Evelyn Wilson, Senior Director of Purchasing
Phone: 978-542-7321 Email: ewilson@salemstate.edu
8. Responses must be submitted to:
Evelyn Wilson, C.P.M., Director of Purchasing
Salem State University, 352 Lafayette Street, Administration Building, 2nd Floor, Salem MA 01970
Phone: 978-542-7321 Email: ewilson@salemstate.edu
9. Reference: **RFP2019-06 Foodservice Program**

SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
See Attached Specifications		

EQUAL OPPORTUNITY

The contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, color, religious creed, national origin, and/or ancestry. The contractor agrees to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination with respect to the Fair Employment Practice laws of the Commonwealth which are herein made of this contract reference.

Vendor Information

COMPANY		
ADDRESS		
CITY	STATE	ZIP
TELEPHONE		
AUTHORIZED SIGNATURE		
NAME	TITLE	
FEDERAL EMPLOYER'S ID CODE 9DIGITs		

Porter Khouw Consulting, Inc.

Request for Proposal

for Salem State University

Salem, Massachusetts

DATE ISSUED:

February 28th, 2019

DATE BID DUE:

March 29th, 2019

RFP NUMBER:

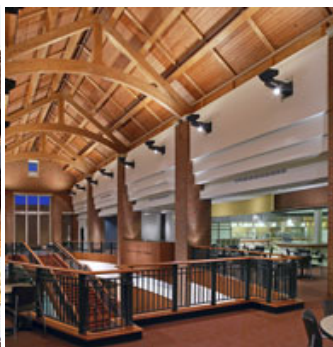
RFP 2019-06

TITLE:

Foodservice Program



Market Research



Management Consulting



Design & Construction

Porter Khouw Consulting, Inc.
P.O. Box 4028
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Crofton, MD 21114

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SECTION A: Foodservice Program

1. Introduction

1.1 General Information

- 1.1.1 This Request for Proposal (RFP) which includes all instruments, attachments and appendices hereto is for the management of the campus foodservices at the Salem State University campus in Salem, Massachusetts.
- 1.1.2 Salem State University (University/SSU) has retained Porter Khouw Consulting, Inc. (PKC), an independent, fee-based foodservice management consulting and design firm, to develop facilitate and manage the RFP process. Operational and programmatic plans have been conceived for the campus following research, analysis and extensive discussions among Salem State University officials and administrators.
- 1.1.3 The University's primary objective is to provide a high level of foodservice which reflects the University's emphasis of community between students, faculty, and staff.
- 1.1.4 It is important that the Bidder understand fully what the University seeks in its dining program and from the company engaged to manage that program. The University desires a dining program that provides exciting and energized venues and a high level of creativity and imagination.
- 1.1.5 In the broadest sense, this RFP seeks to establish a contract for such foodservice which will provide students, staff, faculty, alumni and visitors with a foodservice operation reflective of the University's goals and philosophy. Salem State University desires to provide its students with a full, well-rounded experience, inclusive of learning and living as a community. Foodservices must provide quality and value to the campus while offering opportunities for students and faculty to share experiences outside of the classroom. Contractor will purchase, prepare and serve food and food products and provide balanced meals for the Salem State University's students, faculty, staff and guests on such hourly schedules as may be established by the University.
- 1.1.6 The Contractor must perform to the satisfaction of the University and be subject to the supervision and control of the University's Contract Administrator including any compliance consultants the University may engage.
- 1.1.7 The program should anticipate and react to the changing life styles, health habits and food preferences of students throughout the life of this contract.
- 1.1.8 Salem State University expects the Contractor to operate its dining services so that the highest degree of professionalism can be achieved in the delivery of foodservices within an economic structure that is desirable for both the University and the Contractor.
- 1.1.9 The University seeks to have a relationship with the Contractor that allows it to implement the foodservice plan for evolving facilities, services, and programs.
- 1.1.10 Professional management, commensurate with the level of service desired by the University, is an important consideration when preparing a response to this document. Salem State University seeks a bid which reflects the professional management abilities of the Contractor striving to meet the institution's goals and specifications.

SECTION A: Foodservice Program

- 1.1.11 The Bidder is invited to submit optional service and program bids they wish to be considered that are beyond these RFP's basic submittal requirements (See Section C:3, Financial Bid). This supplemental information must be included as a separate section of the bid response. However, the basic required information *must be submitted, regardless of whether or not optional bids are submitted.*
- 1.1.12 The Bidder is cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. The Bidder must submit a complete response to the RFP in the format detailed by the specifications.
- 1.1.13 This RFP requires a complete response from the Bidder in the following categories:
- ◆ Bid Document Receipt Acknowledgment (see Section C: Bid Submittal Requirements).
 - ◆ All other narrative descriptions, forms and charts as requested in this document.
 - ◆ A technical proposal describing the Offeror's proposed plan for operating the dining services called for in the specifications.
 - ◆ Base Bid quotation based on the specifications (required).
 - ◆ Mandatory Alternate Bid quotation based on the specifications (required). The only difference between the Base Bid and the Mandatory Alternate Bid is the addition of the Faculty/Staff Dining Room in the Mandatory Alternate Bid.
 - ◆ Optional Bid (not required).
- 1.1.14 The bid must follow the chronology of the RFP.
- 1.1.15 Offeror's proposal is to be based on providing the food, supplies, etc., personnel and service to manage, operate, direct, supervise and promote Salem State University's dining services to the best of its ability as set forth in the specifications of the contract during the term of the contract.
- 1.1.16 The term for contract services in the Base Bid and Mandatory Alternate Bid will be for ten (10) years and will commence July 1st, 2019. Bidders may propose different contract terms in optional bids.
- 1.1.17 Contractor warrants that both in submission of its proposal and performance of any resultant purchase order or contract, Contractor will comply with all applicable federal, state and local laws, and the University's policies and rules.
- 1.1.18 For purposes of clarity during the RFP process, the following definitions will apply:
- "A La Carte Dining" - Customers pay separately for each menu item that is priced as such (A La Carte).
- "Anytime Dining" - Anytime Dining describes a venue where a customer is offered unlimited 24 hour access and continuous all-you-care-to-eat service at this venue.
- "University" - Salem State University, its students, faculty, staff, alumni, visitors, and its officers.
- "CPI" – Regional consumer price index, food-away-from-home, calculated December to December.
- "Fiscal Year" - Salem State University's fiscal year, sometimes abbreviated as FY, which extends from July 1 to June 30.
- "Dining Dollars" – Dining Dollars associated with the meal plans. Dining Dollars may be spent at any on campus retail dining operation.
- "Major Equipment" – Equipment valued at above Five Thousand Dollars (\$1,000).

SECTION A: Foodservice Program

"Offeror/Bidder" – Foodservice management company interested in submitting a proposal for this RFP opportunity.

"PKC" - Porter Khouw Consulting, Inc. (PKC), an independent consulting firm with headquarters office in Crofton, Maryland, its staff, and its officers. PKC is a paid Salem State University consultant participating in the foodservice Request for Proposal process and compliance monitoring for the resultant dining services contract

"Small Expendable Equipment" - Items used in the preparation of food such as pots, pans, toasters, etc., with a per-item invoice cost of less than Five Thousand Dollars (\$1,000).

"Smallwares" – China, glassware, silver, plates, kitchen utensils, flatware trays and catering service ware.

1.2 Calendar of Events

The following list identifies key target dates that will be used through the RFP process. These dates are subject to change at the discretion of the University. Offeror will be informed promptly if and when dates pertaining to the RFP process and to the new foodservice management contract are changed by the University from what is shown below.

<u>DATE</u>	<u>ACTIVITY</u>
February 28th, 2019	RFP Issue Date
March 5th, 2019	Pre-Bid Conference/Tours of Salem State University Dining Service Facilities
March 8th, 2019	Deadline for Submission of Written Questions from Offeror
March 13th, 2019	Deadline for Responses by Salem State University to Offeror Questions
March 29th, 2019	RFP Response Due Date 4:30 p.m. EDT
April 18th, 2019	Finalist Presentation and Interview
May 10th, 2019	Expected Date of Award
July 1st, 2019	Estimated Start Date of New Contract

1.3 Organization of Bid Document

This document is organized into four distinct parts:

SECTION A: Foodservice Program

Provides a description of foodservice operations at Salem State University, noteworthy actions that will change the existing foodservices, and operating requirements.

SECTION B: RFP Instructions

Provides details of the schedule, the selection process and information about the RFP Document Review Meeting and subsequent activities.

SECTION C: Bid Submittal Requirements

Defines bid submittal requirements based on descriptions of services and facilities in Section A, and explains what other information and forms ("Attachments") are required to be submitted by Offeror.

SECTION D: Appendices

Includes the following:

- APPENDIX 1** Draft Management Contract
- APPENDIX 2** Academic Calendar Year
- APPENDIX 3** Food Specifications
- APPENDIX 4** Financial Template
- APPENDIX 5** Dining Plans (Starting Fall 2019)
- APPENDIX 6** General Background Data (Demographics and Meal Plan Information)
- APPENDIX 7** Hours & Days of Operation
- APPENDIX 8** Compilation of University Catering Needs
- APPENDIX 9** Architectural Backgrounds
- APPENDIX 10** Commonwealth Terms and Conditions
- APPENDIX 11** Commonwealth of Massachusetts ~ Standard Contract Form
- APPENDIX 12** Labor Information

2. Background and Planning Information

2.1 General University Information

Located just 15 miles north of Boston, Salem State University is one of the largest and most diverse state universities in the Commonwealth of Massachusetts and is an important partner in the economic, cultural and intellectual vitality of the greater north-of-Boston region. Situated in the historic seacoast city of Salem, Massachusetts on more than 115 acres and five campuses, Salem State provides a diverse community of over 8,338 students, a high quality, student-centered education; one that prepares them to contribute responsibly and creatively to a global society and to serve as a resource to advance the region's cultural, social and economic development.

In the last decade, Salem State University has been energized by new state-of-the-art facilities, an increase in freshmen applications, improved student graduation rates, growing alumni engagement, talented leadership throughout the organization, and an expanding role in the region. Among Salem State's hallmarks is its leadership in civic engagement through real-world learning opportunities, service to the community, and collaboration in the cultural, social and economic development of the region and state.

The university's students hail from 31 states and 58 countries though the majority of our students are local. The university is proud that 40 percent of its 2018 freshman class self-identified as being students of color. Salem State has over 65 student groups and clubs, 15 varsity teams along with intramural sports, and hundreds of student activities scheduled throughout the year. The university has a nationally award-winning residence life program. One-third of the undergraduate degree-seeking population, including two-thirds of the freshman class, lives on campus.

Salem State's faculty represent a wide variety of academic institutions including the most prestigious in the country and the world. The university has been recognized twice in the past five years as being among the top producing institutions of Fulbright Scholars. Faculty hold a deep commitment to teaching and learning and pride themselves on connecting with students at an individual level. Student learning opportunities are personal and collaborative, yet large enough to broaden students' understanding of their world.

The university offers 32 undergraduate degree programs in the liberal arts, business, education, health and human services, along with graduate programs that offer degrees in 24 fields such as education, science, humanities, business, criminal justice, and nursing, among others. The university also has a continuing education division that offers both credit and non-credit programs. The university's liberal arts model prepares students to think critically, communicate effectively and ready themselves to fulfill the demands of tomorrow's changing work force.

The College of Arts and Sciences (CAS) is home to the university's undergraduate core curriculum, the cornerstone of the university's commitment to offer all students an academically rewarding and intellectually diverse education. CAS is home to 20 departments, such as art + design, theatre and speech communication, English, biology, world languages and cultures, and history to name but a few. The College of Health and Human Services houses four service-oriented programs: the schools of nursing and social work and the departments of criminal justice and occupational therapy. Each program blends academics and field-work so students graduate with a well-balanced education that prepares them to join the work force or pursue advanced degrees.

The Bertolon School of Business instills in its undergraduate and MBA students strong business skills, sound ethics and a global world view. The School of Education, the university's founding program, has graduates that are public school teachers, early childhood professionals, counselors, higher education administrators, community educators, and nonprofit directors.

2.2 North Shore Community College

Future Scope of Service Expansions Possibility: The University and North Shore Community College (<http://www.northshore.edu/>) have formed a seamless pathways partnership operations and student academic programs. The North Shore campuses are currently under a separate contract. In the future the University and North Shore Community College may decide to operate under a single contract and operator, which would include usage of the ClipperCard funds on the North Shore Community College campus.

Current vendor food service includes the following services and operations, at the given locations.

<u>Service</u>	<u>Operates</u>	<u>Seats</u>	<u>Building</u> <u>Location</u>
Cafeteria	Danvers	120	Berry Building 1st Floor
Cafeteria	Lynn	146	McGee Building 2nd Floor

Catering Service is provided throughout the Day and Evening at various locations. Included are Breakfast, Lunch, Dinner and Coffee Service.

The current operator provides Vending Services to the Danvers campus and Lynn campus.

2.2.1 Food Service Patron Profile

Food service patrons will consist primarily of students, faculty and staff. Current enrollment is estimated below and is expected to remain at those levels over the duration of the contract. The Fall 2016 estimated population is shown below:

	Day	Evening
*Students at Lynn Campus	1431	693
*Students at Danvers Campus	1958	451
Combination of students at both campuses	1832	
Full-time Faculty, Staff at Lynn Campus	153	
Full-time Faculty, Staff at Danvers Campus	266	
Part-time Faculty/Staff at all Campuses	617	

Note: * Student information provided by the Department of Planning & Research.

Faculty and Staff information provided by Human Resources

2.2.2 Calendar and Hours of Operation:

- ◆ Base service: Operate during the Spring and Fall Semesters when classes are in session.
7:00 AM to 2:00 PM Monday thru Friday
- ◆ Optional Service: Operate with limited Service:
 - ◆ Exam Periods: 7:00 AM to 2:00 PM Monday thru Friday
 - ◆ Vacation periods, Intersession, Spring Break: 7:00 AM to 2:00 PM Monday thru Friday
 - ◆ Summer: 7:00 AM to 2:00 PM Monday thru Friday
 - ◆ Evening Hours: 4 PM to 7 PM Monday thru Thursday (Fall and Spring Semesters)

2.3 Administration Of Campus Dining Services

The Contract Administrator will have administrative responsibility for all campus foodservices under any contract awarded from the RFP process. The Associate Vice President for Capital Planning and Business Affairs or designee shall serve as the foodservice Contract Administrator along with the Assistant VP/Dean of Students who will advise on student life impacts of the dining program and Vice President for Finance and Facilities who is responsible for the financial aspects of the university's dining program. As such both of these parties will meet regularly with appropriate levels of dining operator's management. on behalf of Salem State University. Any major proposed changes to the foodservice program or contract, including but not limited to, days and hours of operation of foodservice venues, pricing, meal plan changes, and major staffing, shall be approved in writing by the Associate Vice President for Capital Planning and Business Affairs. The administration of the contract on a day-to-day basis will include, but not be limited to, the following:

- 2.3.1 Reviewing and directing the foodservice Contractor;
- 2.3.2 Monitoring the financial performance of all foodservice outlets and programs;
- 2.3.3 Verification mechanism in place to assure accurate financial reporting and payment;
- 2.3.4 Overseeing physical plant requirements such as equipment replacement, capital improvement projects, and alternative space improvements.
- 2.3.5 Reviewing the annual budget for the University's foodservice-related income from meal plans, cash, catering sales, and special events.
- 2.3.6 Reviewing service and quality levels delivered to the students, faculty, and staff;
- 2.3.7 Customer service satisfaction monitoring; and
- 2.3.8 Daily operational Contractor contract adherence.
- 2.3.9 The Contract Administrator will represent Salem State University in all matters including, but not limited to, operations, the University's expectations of the Contractor, reporting on operational and financial performance and the University's requests of the Contractor.

2.4 Remuneration

The University will pay the Contractor a set amount per student, per day, for the academic sessions, to be defined each year with submission by the University to the Contractor of the approved academic calendar. Bidders are to provide the lowest cost per student per meal plan possible while accomplishing the programmatic goals within the RFP (the GOAL/Target is for the cost per student per day to not exceed \$16.44 for Year 1). Dining Dollars associated with the meal plans will not be included in the cost per student per day. Dining Dollars and ClipperCash shall be invoiced by the Contractor to the University on an as-used basis, with any remaining Dining Dollars shall be retained by the University at the end of each fiscal year.

A 15% commission, or One Million Five Hundred Thousand (\$1,500,000) annually, whichever is greater, will be required for all sales including meal plans, retail operations, catering, cash sales, Dining Dollar and ClipperCash sales.

Annual Equipment Replacement Fund: Contractor shall provide an annual contribution of One Hundred Thousand Dollars (\$100,000) to the University.

Annual Equipment Repair Fund: Contractor shall provide an annual contribution of Fifty Thousand Dollars (\$50,000) to the University.

Food Insecurity Program: Contractor shall provide an annual contribution of Twenty-Five Thousand Dollars (\$25,000) to the University for the benefit of student with food insecurity issues. Any unused amounts at the end of the year shall be retained by the University.

Investment: The University is seeking Two Million Dollars \$2,000,000. The investment will be amortized on a straight-line basis over the ten-year term of the agreement. Any resulting construction and planning processes that result from this capital shall be approved by the University and may be spent on non-food facilities/projects.

2.5 Responsibilities of Each Party

Item/Service	Provided By	Paid for By
Food Service Facilities, Major Equipment, Furnishings and Finishes	University	University
Utilities: Heating, Ventilation, Air Conditioning, Water, Sewer, Gas, and electric services.	University	University
Equipment Replacement and Depreciation	University	University
Exterior Building Maintenance	University	University
Equipment Maintenance and Service Contracts	University	Contractor
Initial Inventory of Smallwares, as Jointly Approved. University will hold title.	University	University
Replacements to Smallwares Inventory (title to be held by the University)	Contractor	Contractor
Office Furniture	Contractor	Contractor
Office Equipment (Computer, Copy Machine, etc.)	Contractor	Contractor
Major Repair of Ceilings, Light Fixtures, and Carpeting	University	University
Extermination	Contractor	Contractor
Trash Hauling Services including composting	University	University

SECTION A: Foodservice Program

Item/Service	Provided By	Paid for By
Grease and Exhaust Duct Cleaning	University	Contractor
Unclogging of Grease/Food from Wastewater Lines	University	Contractor
Regular, Daily Cleaning to the Level of Spotlessness (floors, walls, and all equipment, grease traps, hoods/ventilation in kitchens and serveries, dining room tables and chairs, offices, entrances)	Contractor	Contractor
Management Information System Point-of-Sale	University	University
Inventory, and production management hardware/software	Contractor	Contractor
All Food, Beverages, Labor Costs, Operating Supplies	Contractor	Contractor
Telephone Line Access, Computer/Data Lines	University	University
Signage and Decorations for Food Service Facilities	Contractor	Contractor
Parking*	University	Contractor
Daily Spot Cleaning of Dining Room Carpeting and Floor Areas	Contractor	Contractor
Periodic Major Cleaning of Floors (stripping, waxing, carpet shampooing) within the dining halls	Contractor	Contractor
Insurance Coverage as Specified by Salem State University	Contractor	Contractor
Banking Services	Contractor	Contractor
Transportation (trucks, vans)*	Contractor	Contractor
Credit Card and all bank Service Fees	Contractor	Contractor
Dining Card Access System Maintenance Fee	University	Contractor
Small Expendable Equipment	Contractor	Contractor
PCI DSS Compliance	Contractor	Contractor
PII Compliance	Contractor	Contractor

The items and services identified in the preceding table are the responsibility of the party who is identified to the immediate right of the particular item or service. The particular item or service shall be paid for by the party to the immediate right of the responsible party for that given item or service.

* The Contractor shall adhere to the University's delivery and parking restrictions and the City of Salem noise ordinances.

3. Residential Dining Operations

The following section describes facilities and operations as Salem State University requires each to be managed. Offeror shall base bid submittals on the descriptions below. Optional bid submittals are welcome that describe alternatives to these operational and program descriptions, but these may only be submitted as an additional submittal to the base bid submittal supplied to the University as required by this RFP.

- 3.1.1 Dining Plan Options – See Appendix 5 for a description of the dining plan options.
- 3.1.2 The dining program features and requirements - Salem State University requires a baseline or minimum of the following features in the residential dining program. **Offeror is asked to note in their bid where they plan to exceed these minimum requirements in the Anytime Dining program.**
- 3.1.3 Method of Payment Accepted
- ◆ Unlimited Access Meal Swipe
 - ◆ Dining Dollars
 - ◆ Cash
 - ◆ ClipperCash
 - ◆ Debit and or Credit Cards (Visa, American Express, Discover and MasterCard)
 - ◆ Mobile Payment (to be implemented at the discretion and approval of the University). GET program on the Clipper Card.
- 3.1.4 Compliance with Payment Card Industry Data Security Standard (PCI DSS) is required including annual attestation and reporting.
- 3.1.5 Compliance with Personally Identifiable Information (PII) per **Massachusetts** General **Law** Chapter 93H and its new regulations 201 CMR 17.00 is required.
- 3.1.6 Credit card processing and network communications is required to be separate and outside of SSU network and infrastructure.
- 3.1.7 Staffing - Close daily interaction between the chef and cooks in each foodservice venue.
- ◆ Dining hall managers on the dining room floor during service hours.
 - ◆ Dining room attendants on the floor during all serving hours to bus and wipe tables.
 - ◆ Adequate staff assigned to replenish self-service bars and utensils.
- 3.1.8 Mandatory Onsite Management Positions
- The residential and retail dining program will be delivered through the combined efforts of the Contractor's management, line personnel and administrative staff. Offeror is required to prepare a staff organization and management hierarchy that represents the diversity of our student body and the local community that will best support a dynamic and vital dining program. SSU requires that the Contractor include among its staff, along with other positions it deems necessary the following mandatory onsite full-time positions. These positions have to be scheduled to ensure high levels of service on weekends and late night.
- ◆ Campus Director of Foodservice
 - ◆ Residential Dining Director
 - ◆ Retail Operations Director
 - ◆ Executive Chef

SECTION A: Foodservice Program

- ◆ The Executive Chef or his/her team must have experience in the preparation and cooking of a wide variety of authentic cultural food. Continual training should be done to ensure that the cultural culinary knowledge of the Chef's team matches the cultural needs of the campus community.
- ◆ Sous Chef
- ◆ Catering Director
- ◆ Dietitian
- ◆ Student Manager of Student Engagement Initiatives
- ◆ Student Marketing Intern

The Contract Administrator will work with the Campus Director of Foodservice to identify, cure and to modify aspects of the program as they become necessary. Bidders must demonstrate their process for accommodating University changes.

The Contractor will be responsible to make the job descriptions and qualifications available to the University for these key positions and is expected to present candidates that meet the minimum stated job qualifications. The Contractor is obligated to review any change in these positions with the University.

- 3.1.9 The University requires the Contractor to provide meals that are nutritious, well balanced, appetizing, and appealing. This requirement obligates the Contractor to use raw ingredients that are high in quality and nutrient value and feature small batch cooking to ensure the freshness of offerings throughout the day including traditionally slower dining periods. The food item specifications shown in Appendix 3 identify the level of ingredient quality expected by the University.
- 3.1.10 Merchandising and Marketing - Focus should be maintained at all times on the wellness and healthy presentation and preparation of the food. The University requires that the Contractor participate in ongoing wellness activities as they develop within the campus community.

Emphasis should be put on how the dining program will be marketed. Special attention should be focused towards projecting the goals of Salem State University in providing a program that excites the community, energizes the users and offers imagination in service, food variety, wellness options and the overall dining experience. A marketing plan for each venue will be required on an annual basis.

- 3.1.11 Service And Menu Concept - Entrees which are healthy and wellness oriented are offered at breakfast, lunch, dinner and overnight. Offeror must have a wellness and vegetarian concept station at all meals including late night/overnight.

Refer to Section C, 2.7, for requirements regarding sustainability and farm-to-table programs.

Printed menus with nutrition and ingredient information (including glycemic index and allergy information) shall be prominently displayed at all facilities and available online and/or with a campus dining app or web app widgets that are consistent with Salem State University's web and mobile technological architecture. Anything online must be ADA compliant

Concepts will be offered by meal period for the Anytime Dining venues (assume all items are served daily unless noted as rotational).

- ◆ As a daily standard, display cooking or preparation (e.g. carving roast meats, stir fry, Caesar salad preparation).
- ◆ Detailed attention paid to quality and condition of all food received, with all unsatisfactory products rejected.
- ◆ Plan minimum time between kitchen production and service to the customer to ensure optimum food quality and appeal.

SECTION A: Foodservice Program

- 3.1.12 The Contractor shall provide one Theme/Holiday or premium Night meal per week each semester as detailed below. Theme/Holiday and premium Night dinners shall be served at no additional cost to individuals on a standard meal plan.
- 3.1.13 The Contractor shall prepare and serve Steak/Seafood Premium Night, Theme/Holiday, and change of pace meals as provided below. Each change of, Theme/Holiday and Steak/Seafood Premium Night meal shall be available during the entire serving period. Dates and menus of these meals are to be determined and approved by the University.
- 3.1.14 Premium Night: A Steak/Seafood Premium Night shall be held four times each semester, on a Monday, Tuesday, Wednesday or Thursday evening. Diners may have a choice of an 8 oz. Boneless Top Butt Sirloin, U.S.D.A. Choice, or 7 oz. Breaded Fantail Shrimp (17-21 count) as they come through the serving line. Steak shall be broiled or cooked on an open flame gas/charcoal grill.
- 3.1.15 Theme/Holiday Night: The Contractor, working with authorized members of the University and student communities, shall arrange to provide a variety of programs and special dinners for the contract students at no extra charge. These shall range from holiday dinners, to special "theme" dinners, complete with decorations in which nationality or other themes are used (e.g., Hawaiian Luau, Mexican Fiesta, Night in Merry Olde England, etc.). There shall be a minimum of eleven (11) Theme/Holiday nights during each semester, which shall be adequately promoted to encourage maximum contract student participation. These dinners shall be the equivalent of a Premium Night meal in menu quality. The Contractor and the University, at the outset of the semester, shall mutually agree upon menus for these eleven
- 3.1.16 (11) Theme/Holiday dinners. Theme/Holiday dinners shall be served on a Monday, Tuesday, Wednesday or Thursday evening, but shall not be served during weeks when a Premium Night dinner is scheduled.
- 3.1.17 Change of Pace Menu: The Contractor shall establish and serve a minimum of twenty (20) "change of pace" meals during the academic year. This change of pace meals will normally be served on a Monday, Tuesday, Wednesday or Thursday, at lunch or at dinner, and shall include menu options such as: Taco Table, Banana Split Bar, Potato Bar, and Hamburger Works Bar.
- 3.1.18 The University requires the Contractor to provide meals that are nutritious, well balanced, appetizing and appealing. This requirement obligates the contractor to use raw ingredients that are high in quality and nutrient value that are consistent with a High-Performance diet:
- ◆ Antioxidants: Foods that fight oxidation that may cause cellular damage from "free radicals," or unstable molecules, in the body.
 - ◆ Enhanced immunity: Nutrient-rich foods known to ward off colds, flus, and infections.
 - ◆ Sports performance: Healthy carbs, lean proteins, and vitamins that fuel and repair active muscles (i.e. lean turkey, beans).
 - ◆ Anti-inflammatory components: Foods rich in omega-3s and other compounds thought to ease inflammation (i.e. coconut oil, salmon, and walnuts).
 - ◆ Brain performance: Plants, veggies, and compounds rich in L-tyrosine and believed to sharpen memory and focus (i.e. chicken, fish, turkey, yogurt, milk, and lima beans).
 - ◆ Synergy: Combinations of foods and ingredients that interact in ways that may improve health and well-being.

The food item specifications shown in Appendix 3 identify the level of ingredient quality expected by the University.

Fryer oil must be changed at a minimum of every three days to prevent unhealthy oxidation and oil degradation.

SECTION A: Foodservice Program

- 3.1.19 In compliance with the American with Disabilities Act and other applicable state and federal legislation, the Contractor will establish and maintain a high-quality program, to accommodate students, faculty, staff and guests of the University who have special dietary needs.
- 3.1.20 The Contractor will assist students with disabilities, as needed, within the dining facilities (e.g. server access issues, finding seating accommodations, etc.)
- 3.1.21 It is essential that the Dining Program meets the diverse needs of the University's student population by ensuring that it provide a quality food service for all of students that includes vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented at all meals, that the food service provider ensure that dietary concerns of residents are addressed and all foods are properly labeled to ensure the safety of our students.
- 3.1.22 Contractor will utilize demographic data of the campus community to determine needed cultural food offerings, and as new cultural populations are identified within the residence community it is essential that the food service provider modify their menu to ensure that the needs of these residents are met.
- 3.1.23 As part of the health and wellness of Salem State University students, it is essential that menus including ingredients. Marsh Anytime Dining/Social Engagement Commons shall have an area that features vegan, low-fat, lactose, gluten-free and other dietary focused entrees. This station must also address special dietary concerns based on religious restrictions.
- 3.1.24 Another component will be to maintain an allergen-free area in the Dining Centers. The areas shall be staffed with personnel trained in techniques to prevent cross-contamination and shall be operated to provide high quality options and service for individuals who require special diets because of allergies to any of the eight common food allergies as listed below. The on-site registered dietitian shall continuously work with these students to ensure that their needs are met.
- ◆ Dairy
 - ◆ Eggs
 - ◆ Fish (e.g. bass, flounder, cod)
 - ◆ Crustacean shellfish (e.g. crab, lobster, shrimp)
 - ◆ Tree nuts (e.g., almonds, walnuts, pecans)
 - ◆ Peanuts
 - ◆ Wheat
 - ◆ Soybeans

The allergen-free area shall include a robust amount of offerings to meet the needs of these students (i.e. not limited to a single isolated refrigerator). The Contractor shall continuously monitor the trends of the types of food consumed to ensure that the demand for certain menu/allergen-free options are met.

3.2 Take Out Policy for Academic Year & Conference Season

- 3.2.1 Athletics teams, student teachers and other groups that may require bagged lunches will be provided with nutritious lunches when their schedules require them, at no additional cost to the University, beyond normal board plan expense.
- 3.2.2 Students, faculty and staff may take out food in bio-degradable or reusable containers from the Dining Centers. Respondents are to recommend a container that would serve this purpose in the Bid Response.
- 3.2.3 The Contractor must routinely supply meals, juice and paper goods to students who are ill. A student may have another student pick up a sick tray for them by allowing that student to present both ID's to the cashier and obtain a sick tray

slip. The Contractor must also routinely supply meals, juice, and paper goods to students who are required to be off campus for extended periods of time. Bidders must submit your philosophy and methods of dealing with these and other potential variances from the regular menu plans.

3.3 Menu Concept

It is expected that the Dining Centers will become an extension of the residence life program at Salem State University. We want to ensure that special events both social and educational take place within the dining hall to provide an exceptional experience for our students. The Contractor will be required to work closely with the Student Life Department during the academic year and Conference Services at other times of the year to coordinate special events and menus themed around the calendar.

- 3.3.1 Contractor is required to pay for a secret shopper program that will be managed and administered by the University.
- 3.3.2 The Contractor will be required to provide limited service for students who remain on-campus during breaks when dining services is not in operation according to a plan approved by the University.

3.4 Marsh Anytime Dining/Social Engagement Commons

Description of Facilities – This will be an Anytime Dining unlimited access venue featuring unlimited seconds 24 hours a day seven days a week. This facility's program will help Salem State University meet their goal of keeping students engaged in socially-rich interactions with each other within a healthy & safe environment. It is intended to be all about the *experience*, not just a place to eat and leave and expands on the successful program already established.

Cash door rates will be accepted at this location during all day parts.

Special Features (to be implemented at the discretion of Salem State University):

- ◆ Free Printing and Scanning (Contractor will pay for maintenance and supplies)
- ◆ Group Study Lounges with Whiteboards/Glass Boards for Project Work
- ◆ Tweet/Text n' Tell (to be implemented, paid for and run by the Contractor)
- ◆ High Speed Wi-Fi
- ◆ Comfortable Lounge Seating
- ◆ Game Area with the Latest Gaming Stations and Game Tables
- ◆ Flat Panel TV's
- ◆ Indoor Stage Area for Student Programming
- ◆ Power Outlets Including USB Power Outlets
- ◆ Special Programming
- ◆ RockBot Music Platform Interactive Station

- 3.4.1 Services and Concepts –All-you-care-to-eat service throughout the day and evening seven days a week.

The Contractor is also expected to infuse cook-to-order items into the menu wherever possible and as a minimum where outlined below.

The Contractor is expected to offer the following menu items at a minimum in each dining hall at each meal period including overnight. This requirement applies to summer conferences as well.

SECTION A: Foodservice Program

Vegetarian and vegan entrees which are healthy, protein rich, and wellness oriented are offered at breakfast, lunch dinner and overnight. Contractor must offer a wellness and vegetarian concept station at all meals including overnight.

Concepts will be offered by meal period for Marsh Anytime Dining/Social Engagement Commons (assume all items are served daily unless noted as rotational).

3.4.2 Menu Profile

Minimum Menu Profile Offeror is expected to offer the following menu items at a minimum in Marsh Anytime Dining/Social Engagement Commons and is to submit their own menus, being responsive to the current demands of the patrons.

3.4.3 Breakfast 6:00 a.m. – 11:00 a.m.

Comfort/Traditional Foods

- ◆ Cage-free Eggs (No Boxed Egg Product) - Any Style with a Variety of Vegetables, Cheeses and Meats
- ◆ Breakfast Style Potatoes (i.e., hash browns, hearty fried)
- ◆ Tater Tots
- ◆ Daily Rotation of Two (2) Breakfast Meats (i.e. Ham, Bacon, Turkey Sausage, etc.)
- ◆ Hot Carbs - Oatmeal, Cream of Wheat, Congee
- ◆ Rotation of Waffles, Pancakes, or French Toast, Whole Grain Breads
- ◆ Daily Low Fat, High Fiber, Minimal Added Salt and Sugar, Freshly Prepared/made In House Options (minimum of four (4))
- ◆ Make Your Own Waffles (minimum of three (3) units with an **alternating** variety of fruits for toppings)

Grill/Fry

- ◆ Cage-free Eggs (No Boxed Egg Product)/Sandwiches: Made-to-Order
- ◆ Omelets with a Variety of Vegetables, Cheeses and Meats
- ◆ Sandwiches Available on a Bagel, Biscuit or Muffin or Gluten-free Bread (with whole grain options):
- ◆ Egg, Bacon, and Cheese
- ◆ Egg, Sausage, and Cheese
- ◆ Sausage and Cheese
- ◆ Vegetarian and Vegan Options

Continental Breakfast

- ◆ Bagel Case (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free)
- ◆ Bread (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free
- ◆ English Muffins – One (1) Whole Grain – One (1) Gluten Free
- ◆ Cereal (Minimum Twelve (12) Varieties) at least four (4) high fiber, low fat, low sugar options
- ◆ In-house Baked Muffins with Whole Grain, High Fiber, Low Fat Options, One (1) Gluten Free
- ◆ Biscuits, Sweet Rolls
- ◆ Cream Cheese (two (2) Varieties): Plain and Flavored (e.g. Salmon, Strawberry, etc.)
- ◆ Powdered Sugar,
- ◆ Whipped Butter & Margarine - Soft, non-hydrogenated
- ◆ Jelly and Preserves (two (2) varieties each)
- ◆ Peanut Butter, Smooth & Chunky
- ◆ Cheese Spread
- ◆ Nutella (only the name brand)
- ◆ Honey

Self-Serve Properly Ripe Fruit

- ◆ Daily Seasonal Whole Fruit (Minimum of Three (3) Daily): i.e., Apples, Oranges, Bananas, Pears, Peaches, Plums, Grapefruit, Assorted Berries
- ◆ Daily Seasonal Cut Fruit (Minimum of Three (3) Daily): i.e.: Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections, Assorted berries
- ◆ Yogurt (two (2) Varieties, Non-fat and Regular)
- ◆ Granola, Nuts, Seeds
- ◆ Dried fruits (Minimum of Four (4) daily) i.e.: Cranberries, Raisins, Apricots, Prunes, Pineapple, Apples, Oranges, Kiwis

Starbucks Coffee Self-Serve Station

- ◆ Starbucks Brand Coffees
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Starbucks Automated Barista Machine:

Beverages

- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines) Including Flavored Waters
- ◆ Flavored Waters (e.g. Cucumber, Mint, Berry, etc.)
- ◆ Espresso Drinks
- ◆ Selection Of Specialty Coffee Offerings

3.4.4 Lunch (Brunch on Saturday and Sunday) 11:00 a.m. – 5:00 p.m./Dinner 5:00 p.m. –10:00 p.m.

LUNCH, DINNER AND LATE NIGHT MUST BE DISTINCTLY DIFFERENT IN APPEARANCE AND VARIETY

WEEKEND BRUNCHES MUST FEATURE A WIDE VARIETY OF OFFERINGS INCLUDING TRADITIONAL STAPLES AND SELECTIONS UNIQUE TO WEEKENDS. BRUNCHES SHOULD FREQUENTLY BE THEMED TO EVENTS ON CAMPUS AND POPULAR CULTURE EVENTS (E.G. FOOTBALL SUNDAYS, VIKING GAME DAY, ETC.).

Soups

- ◆ Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- ◆ Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner
- ◆ One Homemade Chili or Stew Daily

Exhibition/Specialty Stations

- ◆ Rotating Choices of Daily Features (Minimum of Three (3) Required)

Carving Station

- ◆ Rotating Choices of Meats Featured Daily (Roast Beef, Chicken, Turkey, etc.)

Grill/Fry*

- ◆ Cooked-to-Order Hamburgers, Grilled Cheese, and Vegetarian Burgers Daily
- ◆ Chicken Sandwich and Tender/Nugget Option (Variety of Two (2) Daily)
- ◆ Chicken Breast (Grilled / Fried)

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- ◆ Fish Sandwich or Fillets Available Daily
- ◆ Hot Dog and Selection of Variety Dog Daily (Italian sausage, Kielbasa)
- ◆ Rotating Variety French Fries including Spicy Fries, Curly Fries, Waffle Cuts, and Onion Rings
- ◆ Tater Tots
- ◆ Two (2) Cheese Sauce Varieties Available Daily for Toppings (one (1) plain and one spiced)
- ◆ Choose-your-own Ingredients Stir-fry Station
- ◆ Panini Options
- ◆ Three (3) Varieties of Chicken Wings (Buffalo, Teriyaki, BBQ, etc.). There will be no additional charge for extra wings.

Salad Bar*

- ◆ Focus on High Quality and Abundant Variety
- ◆ Two (2) Garden Greens Bowl - Iceberg Lettuce Shall Not be the Dominant Lettuce Variety.
- ◆ One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
- ◆ Six (6) or More Marinated Vegetable or Fruit Salads
- ◆ One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta
- ◆ Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese
- ◆ Two (2) or More Protein Toppings from Chick Peas, Lentils, Beans, Cage-free Egg
- ◆ Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
- ◆ Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives, All Daily:
- ◆ Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Chopped Walnuts, Raisins, Craisins
- ◆ Daily Rotation from: Pretzels, Nacho Chips, Chow Mein Noodles, Granola
- ◆ Daily Rotation of Fourteen (14) Dressings from: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

Special Diet Options*

- ◆ Daily Low-Carb Options (minimum of two (2). If oil is used in cooking/preparation, coconut oil, olive oil, macadamia oil, avocado oil or butter must be used.
- ◆ Wellness Focused Options
- ◆ Gluten-free Options
- ◆ Nut-free Options

Rotating Hot Entrees*

- ◆ Includes: Two (2) Entrees, two (2) Vegetables (one (1) Must be Fresh and Not Canned or Frozen), two (2) Starches

Vegetarian / Vegan*

- ◆ One (1) Hot Vegetarian Entree Daily
- ◆ Vegetarian Salads
- ◆ Vegetarian Pastas
- ◆ One Vegan Protein Option Daily
- ◆ Baked Potatoes and Sweet Potatoes
- ◆ Tofu
- ◆ Hummus

Self-Serve Properly Ripe Fruit

- ◆ Daily Seasonal Whole Fruit (minimum of Three (3) daily): i.e., Apples, Oranges, Bananas, Pears, Peaches, Plums
- ◆ Daily Seasonal Cut Fruit (Minimum of Three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
- ◆ Yogurt (two (2) Varieties, Non-fat and Regular)

Gourmet Pizza / Pasta*

- ◆ Cheese Pizza, Daily
- ◆ Vegetable Pizza - One (1) Daily, Rotating
- ◆ Meat - One (1) Daily, Rotating
- ◆ Cooked-to-Order Pasta (Three (3) Varieties Available at all Times)
- ◆ Varieties of Sauce (One Vegetarian, One Meat, and One Other than Red)
- ◆ Bread variety of 2 (Garlic Bread, Cheese Stix,)

Deli*

- ◆ Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused Breads
- ◆ Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
- ◆ Cheese Slices: Mozzarella, Cheddar, Swiss
- ◆ Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
- ◆ Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
- ◆ Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce

Specialty Bowls

- ◆ Rotating Selection of Three (3) Rice or Noodle Bowl-Style Entrees (Spicy Teriyaki, Korean Bibimbap, Southwest Rice, etc.)
- ◆ Selection of Additional Add-Ons (Bacon, Chicken, Shrimp, Tofu, etc.)

Bagel Case

- ◆ Four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free)
- ◆ Cream Cheese (two (2) Varieties): Plain and Flavored (e.g. Salmon, Strawberry, etc.)
- ◆ Powdered Sugar,
- ◆ Whipped Butter & Margarine - Soft, non-hydrogenated
- ◆ Jelly and Preserves (two (2) varieties each)
- ◆ Peanut Butter, Smooth & Chunky
- ◆ Cheese Spread
- ◆ Nutella (only the name brand)
- ◆ Honey

Daily Rotation of Authentic Cultural Offerings (To include, but not limited to Latino, Caribbean, Dominican, European, Chinese, Thai, Greek, Japanese, Vietnamese, Indian, etc.)*

- ◆ Variety of Chicken Options (Jerk, Curry, Orange, Mushroom, Kung Pao, Sweet & Sour, Thai Cashew, etc.)
- ◆ Cuban Pork
- ◆ Fish Tacos
- ◆ Fried Plantains
- ◆ Variety of Beef Options (Broccoli & Beef, Mongolian Beef)
- ◆ Variety of Sushi (at Least Three (3) Varieties Daily)

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- ◆ Tofu Options
- ◆ Fried Rice
- ◆ Chow Mein
- ◆ Cream Cheese Rangoon
- ◆ Chicken Potstickers
- ◆ Kabobs
- ◆ Gyros
- ◆ Crepes

Desserts

- ◆ Cakes, Brownies, Bars, Squares (three (3) varieties)
- ◆ Cookies (two (2) varieties)
- ◆ Hard scoop ice cream with low fat, frozen yogurt option
- ◆ Pudding (one (1) type)
- ◆ Crisps (one (1) variety)
- ◆ Milkshakes
- ◆ Scoop Ice Cream
- ◆ Jello
- ◆ Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)

Starbucks Coffee Self-Serve Station

- ◆ Starbucks Brand Coffees
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Starbucks Automated Barista Machine:

Beverages

- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines)
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Aqua Fresca Waters (i.e. Cucumber, Mint, Strawberry, etc.)
- ◆ Espresso Drinks
- ◆ Selection of Specialty Coffee Offerings

Home Kitchen Concept* (This concept will be operated 24 hours per day.)

This will be a self-assisted kitchen within the servery in which students can prepare their own meals. This station will be fully stocked with ingredients and seasonings similar to what would be offered in their own homes. Recipes will be provided along with weekly cooking demonstrations by the Executive Chef. This will allow students to experience an interactive learning opportunity that will help develop self-sufficiency and encourage a healthy campus life. Students will be able to request items from the Contractor to be included within the regular inventory. A rice cooker will be required at this station along with induction cookers, waffle irons, toasters, microwaves, smoothie blenders, refrigeration equipment and smallwares appropriate for cooking.

3.4.5 Overnight 10:00 p.m. – 6:00 a.m.

AFTER 10 P.M. A STATION WILL CONVERTED TO THE PROVIDE AN OVERNIGHT SERVICE (SCALED BACK VERSION OF LUNCH AND DINNER USING LIMITED

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EQUIPMENT SUCH AS HOT DOG ROLLERS, QUICK COOKING OVENS, MICROWAVES AND WARMERS). THIS SERVICE WILL BE MARCHE/SELF-SERVE STYLE WITH A MINIMUM OF ONE EMPLOYEE STAFFED TO DO COOKING, STOCKING AND CLEANING. STUDENTS SHOULD STILL HAVE ACCESS TO THE HOME KITCHEN CONCEPT.

Overnight Station

- ◆ Variety of Hot Dog Options with Toppings (Ketchup, Mustard, Onions, Sauerkraut, Relish)
- ◆ Nacho Bar (Jalapenos, Salsa, Guacamole, Chili, Queso)
- ◆ Self-Serve Deli Station with Panini Grills (Variety of Five (5) Sliced Meats including Roast Beef, Three (3) Breads, Three (3) Cheeses, Peanut Butter & Jelly, and Selection of Condiments and Toppings the Same as Offered at Lunch/Dinner)
- ◆ Mozzarella Sticks and Wings
- ◆ Tater Tots and French Fries with Toppings (Bacon Bits and Cheese)
- ◆ Self-Serve Bakery Items (Cookies, Bagels, Muffins, Donuts, Scones, etc.)
- ◆ Ice Cream and Self-serve Milk Shakes
- ◆ Self-serve Smoothies
- ◆ Popcorn Machine
- ◆ Hot & Cold Cereals
- ◆ Fresh Fruit
- ◆ Pizza
- ◆ Yogurt
- ◆ Belgian Waffle Maker Station
- ◆ Starbucks Coffee & Tea

Bagel Case

- ◆ Four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free)
- ◆ Cream Cheese (two (2) Varieties): Plain and Flavored (e.g. Salmon, Strawberry, etc.)
- ◆ Powdered Sugar,
- ◆ Whipped Butter & Margarine - Soft, non-hydrogenated
- ◆ Jelly and Preserves (two (2) varieties each)
- ◆ Peanut Butter, Smooth & Chunky
- ◆ Cheese Spread
- ◆ Nutella (only the name brand)
- ◆ Honey

3.4.6 Required Hours of Operation

- ◆ Refer to Appendix 7
- ◆ * Items marked require a weekly reporting requirement certifying that the specific items in each group were adequately performed.

3.5 Lower North Anytime Dining/Social Engagement Commons

Description of Facilities – This will be an Anytime Dining unlimited access venue featuring unlimited seconds located on the lower level of the Common Dining Hall building connected to the Administration Building and the Gordon Center. Lower North Anytime Dining/Social Engagement Commons will be closed on the weekend. This facility's program will help Salem State University meet their goal of keeping students engaged in socially-rich interactions with each other

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within a healthy & safe environment. It is intended to be all about the *experience*, not just a place to eat and leave and expands on the successful program already established.

Cash door rates will be accepted at this location during all day parts.

Special Features (to be implemented at the discretion of Salem State University):

- ◆ Free Printing and Scanning (Contractor will pay for maintenance and supplies)
- ◆ Tweet/Text n' Tell (to be implemented, paid for and run by the Contractor)
- ◆ High Speed Wi-Fi
- ◆ Comfortable Lounge Seating
- ◆ Game Area with the Latest Gaming Stations and Game Tables
- ◆ Flat Panel TV's
- ◆ Indoor Stage Area for Student Programming
- ◆ Power Outlets Including USB Power Outlets
- ◆ Special Programming
- ◆ RockBot Music Platform Interactive Station

3.5.1 Services and Concepts –All-you-care-to-eat service throughout the day and evening five days a week.

3.5.2 Menu Profile

Minimum Menu Profile Offeror is expected to offer the following menu items at a minimum in Lower North Anytime Dining/Social Engagement Commons and is to submit their own menus, being responsive to the current demands of the patrons.

3.5.3 Breakfast 7:00 a.m. – 11:00 a.m.

Comfort/Traditional Foods

- ◆ Cage-free Eggs (No Boxed Egg Product) - Any Style with a Variety of Vegetables, Cheeses and Meats
- ◆ Breakfast Style Potatoes (i.e., hash browns, hearty fried)
- ◆ Tater Tots
- ◆ Daily Rotation of Two (2) Breakfast Meats (i.e. Ham, Bacon, Turkey Sausage, etc)
- ◆ Hot Carbs - Oatmeal, Cream of Wheat, Congee
- ◆ Rotation of Waffles, Pancakes, or French Toast, Whole Grain Breads
- ◆ Daily Low Fat, High Fiber, Minimal Added Salt and Sugar, Freshly Prepared/made In House Options (minimum of four (4))
- ◆ Make Your Own Waffles (minimum of three (3) units with an **alternating** variety of fruits for toppings)

Grill/Fry

- ◆ Cage-free Eggs (No Boxed Egg Product)/Sandwiches: Made-to-Order
- ◆ Omelets with a Variety of Vegetables, Cheeses and Meats
- ◆ Sandwiches Available on a Bagel, Biscuit or Muffin or Gluten-free Bread (with whole grain options):
- ◆ Egg, Bacon, and Cheese
- ◆ Egg, Sausage, and Cheese
- ◆ Sausage and Cheese
- ◆ Vegetarian and Vegan Options

Continental Breakfast

- ◆ Bagel Case (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free)

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- ◆ Bread (four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free
- ◆ English Muffins – One (1) Whole Grain – One (1) Gluten Free
- ◆ Cereal (Minimum Twelve (12) Varieties) at least four (4) high fiber, low fat, low sugar options
- ◆ In-house Baked Muffins with Whole Grain, High Fiber, Low Fat Options, One (1) Gluten Free
- ◆ Biscuits, Sweet Rolls
- ◆ Cream Cheese (two (2) Varieties): Plain and Flavored (e.g. Salmon, Strawberry, etc.)
- ◆ Powdered Sugar,
- ◆ Whipped Butter & Margarine - Soft, non-hydrogenated
- ◆ Jelly and Preserves (two (2) varieties each)
- ◆ Peanut Butter, Smooth & Chunky
- ◆ Cheese Spread
- ◆ Nutella (only the name brand)
- ◆ Honey

Self-Serve Properly Ripe Fruit

- ◆ Daily Seasonal Whole Fruit (Minimum of Three (3) Daily): i.e., Apples, Oranges, Bananas, Pears, Peaches, Plums, Grapefruit, Assorted Berries
- ◆ Daily Seasonal Cut Fruit (Minimum of Three (3) Daily): i.e.: Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections, Assorted berries
- ◆ Yogurt (two (2) Varieties, Non-fat and Regular)
- ◆ Granola, Nuts, Seeds
- ◆ Dried fruits (Minimum of Four (4) daily) i.e: Cranberries, Raisins, Apricots, Prunes, Pineapple, Apples, Oranges, Kiwis

Starbucks Coffee Self-Serve Station

- ◆ Starbucks Brand Coffees
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Starbucks Automated Barista Machine:

Beverages

- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines) Including Flavored Waters
- ◆ Flavored Waters (e.g. Cucumber, Mint, Berry, etc.)
- ◆ Espresso Drinks
- ◆ Selection Of Specialty Coffee Offerings

3.5.4 Lunch 11:00 a.m. – 5:00 p.m./Dinner 5:00 p.m. – 7:30 p.m. (Monday – Thursday, closed for dinner on Friday)

LUNCH AND DINNER MUST BE DISTINCTLY DIFFERENT IN APPEARANCE AND VARIETY

Soups

- ◆ Two (2) Homemade Soups Daily (One (1) Must be Vegetarian)
- ◆ Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner
- ◆ One Homemade Chili or Stew Daily

Exhibition/Specialty Stations

- ◆ Rotating Choices of Daily Features (Minimum of Three (3) Required)

Carving Station

- ◆ Rotating Choices of Meats Featured Daily (Roast Beef, Chicken, Turkey, etc.)

Grill/Fry*

- ◆ Cooked-to-Order Hamburgers, Grilled Cheese, and Vegetarian Burgers Daily
- ◆ Chicken Sandwich and Tender/Nugget Option (Variety of Two (2) Daily)
- ◆ Chicken Breast (Grilled / Fried)
- ◆ Fish Sandwich or Fillets Available Daily
- ◆ Hot Dog and Selection of Variety Dog Daily (Italian sausage, Kielbasa)
- ◆ Rotating Variety French Fries including Spicy Fries, Curly Fries, Waffle Cuts, and Onion Rings
- ◆ Tater Tots
- ◆ Two (2) Cheese Sauce Varieties Available Daily for Toppings (one (1) plain and one spiced)
- ◆ Choose-your-own Ingredients Stir-fry Station
- ◆ Panini Options
- ◆ Three (3) Varieties of Chicken Wings (Buffalo, Teriyaki, BBQ, etc.). There will be no additional charge for extra wings.

Salad Bar*

- ◆ Focus on High Quality and Abundant Variety
- ◆ Two (2) Garden Greens Bowl - Iceberg Lettuce Shall Not be the Dominant Lettuce Variety.
- ◆ One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens
- ◆ Six (6) or More Marinated Vegetable or Fruit Salads
- ◆ One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta
- ◆ Cheddar, Swiss, Mozzarella, Cottage Cheese, Feta, Bleu Cheese
- ◆ Two (2) or More Protein Toppings from Chick Peas, Lentils, Beans, Cage-free Egg
- ◆ Daily Vegetable Toppings – Carrots, Tomatoes, Celery, Cucumber, Broccoli, Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage
- ◆ Rotation of Two (2) or More Vegetable Toppings, e.g.: Pickled Beets, Dill Pickles, Sweet Pickled Onions, Olives, All Daily:
- ◆ Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill, Sunflower Seeds, Chopped Walnuts, Raisins, Craisins
- ◆ Daily Rotation from: Pretzels, Nacho Chips, Chow Mein Noodles, Granola
- ◆ Daily Rotation of Fourteen (14) Dressings from: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

Special Diet Options*

- ◆ Daily Low-Carb Options (minimum of two (2). If oil is used in cooking/preparation, coconut oil, olive oil, macadamia oil, avocado oil or butter must be used.
- ◆ Wellness Focused Options
- ◆ Gluten-free Options
- ◆ Nut-free Options

Rotating Hot Entrees*

- ◆ Includes: Two (2) Entrees, two (2) Vegetables (one (1) Must be Fresh and Not Canned or Frozen), two (2) Starches

Vegetarian / Vegan*

- ◆ One (1) Hot Vegetarian Entree Daily
- ◆ Vegetarian Salads
- ◆ Vegetarian Pastas
- ◆ One Vegan Protein Option Daily
- ◆ Baked Potatoes and Sweet Potatoes
- ◆ Tofu
- ◆ Hummus

Self-Serve Properly Ripe Fruit

- ◆ Daily Seasonal Whole Fruit (minimum of Three (3) daily): i.e., Apples, Oranges, Bananas, Pears, Peaches, Plums
- ◆ Daily Seasonal Cut Fruit (Minimum of Three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
- ◆ Yogurt (two (2) Varieties, Non-fat and Regular)

Gourmet Pizza / Pasta*

- ◆ Cheese Pizza, Daily
- ◆ Vegetable Pizza - One (1) Daily, Rotating
- ◆ Meat - One (1) Daily, Rotating
- ◆ Cooked-to-Order Pasta (Three (3) Varieties Available at all Times)
- ◆ Varieties of Sauce (One Vegetarian, One Meat, and One Other than Red)
- ◆ Bread variety of 2 (Garlic Bread, Cheese Stix,)

Deli*

- ◆ Whole Grain Breads, House-Baked Rolls, and Variety Healthy Focused Breads
- ◆ Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.
- ◆ Cheese Slices: Mozzarella, Cheddar, Swiss
- ◆ Tuna, Chicken, and Egg Salad, and Other Salad Mixes on Rotation
- ◆ Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
- ◆ Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce

Specialty Bowls

- ◆ Rotating Selection of Three (3) Rice or Noodle Bowl-Style Entrees (Spicy Teriyaki, Korean Bibimbap, Southwest Rice, etc.)
- ◆ Selection of Additional Add-Ons (Bacon, Chicken, Shrimp, Tofu, etc.)

Bagel Case

- ◆ Four [4] varieties) – One (1) Whole Grain – One (1) Gluten Free)
- ◆ Cream Cheese (two (2) Varieties): Plain and Flavored (e.g. Salmon, Strawberry, etc.)
- ◆ Powdered Sugar,
- ◆ Whipped Butter & Margarine - Soft, non-hydrogenated
- ◆ Jelly and Preserves (two (2) varieties each)
- ◆ Peanut Butter, Smooth & Chunky

SECTION A: Foodservice Program

- ◆ Cheese Spread
- ◆ Nutella (only the name brand)
- ◆ Honey

Daily Rotation of Authentic Cultural Offerings (To include, but not limited to Latino, Caribbean, Dominican, European, Chinese, Thai, Greek, Japanese, Vietnamese, Indian, etc.)*

- ◆ Variety of Chicken Options (Jerk, Curry, Orange, Mushroom, Kung Pao, Sweet & Sour, Thai Cashew, etc.)
- ◆ Cuban Pork
- ◆ Fish Tacos
- ◆ Fried Plantains
- ◆ Variety of Beef Options (Broccoli & Beef, Mongolian Beef)
- ◆ Variety of Sushi (at Least Three (3) Varieties Daily)
- ◆ Tofu Options
- ◆ Fried Rice
- ◆ Chow Mein
- ◆ Cream Cheese Rangoon
- ◆ Chicken Potstickers
- ◆ Kabobs
- ◆ Gyros
- ◆ Crepes

Desserts

- ◆ Cakes, Brownies, Bars, Squares (three (3) varieties)
- ◆ Cookies (two (2) varieties)
- ◆ Hard scoop ice cream with low fat, frozen yogurt option
- ◆ Pudding (one (1) type)
- ◆ Crisps (one (1) variety)
- ◆ Milkshakes
- ◆ Scoop Ice Cream
- ◆ Jello
- ◆ Two (2) Feature Daily Desserts (Lunch and Dinner per Menu)

Starbucks Coffee Self-Serve Station

- ◆ Starbucks Brand Coffees
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Starbucks Automated Barista Machine:

Beverages

- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)
- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade Juice
- ◆ Fountain Soda (Variety of Eight (8) per Machine, Minimum of two (2) Machines)
- ◆ Tea, Herbal Teas, Hot Chocolate
- ◆ Aqua Fresca Waters (i.e. Cucumber, Mint, Strawberry, etc.)
- ◆ Espresso Drinks
- ◆ Selection of Specialty Coffee Offerings

3.5.5 Required Hours of Operation

- ◆ Refer to Appendix 7
- ◆ * Items marked require a weekly reporting requirement certifying that the specific items in each group were adequately performed.

4. Base Bid & Mandatory Alternate Bid Retail Operations

The following section describes facilities and operations as Salem State University wishes each to be managed. The Offeror shall base its bid submittal on the descriptions below. Optional bid submittals are invited that describe alternatives to these operational and program descriptions, but these may only be submitted as an additional submittal to the Base Bid and Mandatory Alternate Bid submittals supplied to the University required by this RFP.

4.1.1 Merchandise and Marketing

Focus should be maintained at all time on the wellness and healthy presentation and preparation of the food. The University requires that the Contractor participate in ongoing wellness activities as they develop within the campus community.

4.1.2 Emphasis should be put on how the dining program will be marketed. Special attention should be focused towards projecting the goals of the University in providing a program that excites the community, energizes the users and offers imagination in service, food variety, wellness options, and the overall dining experience. A marketing plan for these operations will be required on an annual basis.

4.1.3 Methods of Payment

- ◆ Dining Dollars
- ◆ Cash
- ◆ Debit and / or Credit cards (MasterCard, Visa, American Express and Discover Card)
- ◆ Mobile Pay/GET App (to be implemented at the discretion and approval of the University)
- ◆ Innovative and emerging payment and ordering technologies. As the technology continues to evolve, the Contractor will take a proactive role in adopting and implementing these technologies (e.g. mobile robot delivery, kiosk ordering, etc.)

4.2 North Dining Food Court

4.2.1 Description of Facility

The North Campus Food Court is home to Burger King, a sub concept and a salad concept. Upon commencement of the contract the sub and salad stations will be removed and a Panera Bread will be put in their place.

4.2.2 Service Style – Multi-Venue Retail Food Court

4.2.3 Minimum Menu Profile For All Operating Hours

From Panera Bread Required Selection

From Burger King Required Selection

Selection of Rice/Noodle Bowls

Beverages

- ◆ Coffee (Three (3) Varieties Including a Decaffeinated Option)
- ◆ Bottled Juices (Four (4) Varieties)
- ◆ Bottled Water
- ◆ Bottled Tea

SECTION A: Foodservice Program

- ◆ Bottled Soda

Bagged Salty Snacks

- ◆ Potato Chips- Various Assorted Flavors Including but Not Limited to Regular, BBQ, Nacho Cheese, Ranch, and Sour Cream and Onion
- ◆ Pretzels
- ◆ Hot Fries

Pre-packaged foods

- ◆ Frozen Entrees
- ◆ Canned Soups
- ◆ Sliced Bread (White and Wheat)
- ◆ Cookies
- ◆ Crackers
- ◆ Peanut butter
- ◆ Jelly
- ◆ Canned goods

Candy

Wellness Options

- ◆ Low Fat Snack Options
- ◆ Low Carb Snack Options

Health/Beauty/Hygiene Items

- ◆ Aspirin
- ◆ Cold Medications
- ◆ Cough Syrups
- ◆ Soap
- ◆ Shampoo
- ◆ Toothpaste

Desserts

- ◆ Cakes, Brownies, Muffins, Bars, Squares (Four (4) varieties)
- ◆ Cookies (two (2) varieties)

Grab n' Go Items

- ◆ Minimum of Three (3) Varieties of Sandwiches (e.g. Santa Fe Panini, Ham & Swiss, Tarragon Chicken, etc.)
- ◆ Minimum of Two (2) Varieties of Wraps
- ◆ Yogurt Parfaits
- ◆ Minimum of Three (3) Varieties of Salads (e.g. Fruit, Garden, Pasta, etc.)
- ◆ Sushi
- ◆ Bagels and Morning Pastries

Soups

- ◆ At Least Two (2) Varieties

4.3 Faculty/Staff Dining Room (Mandatory Alternate)

4.3.1 Description of Facility

Located above the North Dining Food Court, this venue offers a buffet line service.

4.3.2 Service Style – Retail Sit Down Dining

4.3.3 Minimum Menu Profile For All Operating Hours

Soups

- ◆ Two (2) Varieties Available Daily

Entrees Items

- ◆ Minimum of Four (4) Varieties Available Daily (Selections Must Include, a Beef Entrée, Vegetarian Entrée, Fish Entrée and Chicken Entrée)

Side Dishes

- ◆ Vegetables two (2) Varieties
- ◆ Starch two (2) Varieties

Desserts

- ◆ Three (3) Varieties Available Daily

4.1 Dunkin' Donuts

4.1.1 Description of Facility

A full-service Dunkin' Donuts is currently located in Meier Hall and is one of the most popular campus destinations.

4.1.2 Service Style – Retail

4.1.3 Minimum Menu Profile For All Operating Hours

From Dunkin' Donuts Required Selection

4.2 Library Grab n Go

4.2.1 Description of Facility

The Library Grab n Go station serves as an important refueling station for studying students.

4.2.2 Service Style – Retail Grab n' Go

4.2.3 Minimum Menu Profile For All Operating Hours

Beverages

- ◆ Milk – Whole, 2% Low Fat, Skim, Chocolate, Lactose Free Option (Soy, Almond, Coconut, etc.)

- ◆ Juices (at Minimum Orange, Apple, Cranberry)
- ◆ Iced Tea, Lemonade
- ◆ Starbucks Coffees – Three (3) Regular and One (1) Decaffeinated
- ◆ Espresso Drinks
- ◆ Tea, Herbal Teas, Hot Chocolate

Grab n’ Go Items

- ◆ Premade Sandwiches (Minimum of Four (4) Varieties)
- ◆ Premade Salads (Minimum of Three (3) Varieties)
- ◆ Potato Chips- Various Assorted Flavors Including but Not Limited to Regular, BBQ, Nacho Cheese, Ranch, and Sour Cream and Onion
- ◆ Baked Goods
- ◆ Pretzels
- ◆ Cookies
- ◆ Crackers
- ◆ Fruit
- ◆ Humus

Desserts

- ◆ Cakes, Brownies, Muffins, Bars, Squares (Four (4) varieties)
- ◆ Cookies (two (2) varieties)
- ◆ Regular and One (1) Decaffeinated
- ◆ Bottled Water

4.3 Starbucks (Viking Hall)

4.3.1 Description of Facility

A full-service Starbucks (Viking Hall) is currently located in Viking Hall and is one of the most popular campus destinations. This venue is also utilized for special events.

4.3.2 Service Style – Retail

4.3.3 Minimum Menu Profile For All Operating Hours

From Starbucks Required Selection

4.4 Marsh Hall Grab n Go

4.4.1 Description of Facility

Located in Marsh Hall, this venue is a popular for a quick stop for the campus community.

4.4.2 Service Style – Retail Grab n’ Go

4.4.3 Minimum Menu Profile For All Operating Hours

Beverages

- ◆ Coffee (Three (3) Varieties Including a Decaffeinated Option)

- ◆ Bottled Juices (Four (4) Varieties)
- ◆ Bottled Water
- ◆ Bottled Tea
- ◆ Bottled Soda

Bagged Salty Snacks

- ◆ Potato Chips- Various Assorted Flavors Including but Not Limited to Regular, BBQ, Nacho Cheese, Ranch, and Sour Cream and Onion
- ◆ Pretzels
- ◆ Hot Fries

Pre-packaged foods

- ◆ Frozen Entrees
- ◆ Canned Soups
- ◆ Sliced Bread (White and Wheat)
- ◆ Cookies
- ◆ Crackers
- ◆ Peanut butter
- ◆ Jelly
- ◆ Canned goods

Candy

Wellness Options

- ◆ Low Fat Snack Options
- ◆ Low Carb Snack Options

4.5 South Campus Bagel or Sandwich Concept

4.5.1 Description of Facility

Located a short distance away from the main campus, the South Campus contains serves the Nursing, Healthcare Studies, Criminal Justice and Occupational Therapy programs. Currently there is a small café concept located on the campus. This venue will transition into a bagel and/or sandwich concept to better accommodate the needs of the students who attend this facility.

4.5.2 Service Style – Retail Grab n’ Go

4.5.3 Minimum Menu Profile For All Operating Hours

Menu Offerings for Breakfast and Lunch similar to an Einstein Bros. Bagel or Panera.

4.6 Concessions

Concessions shall be offered at all major sporting events including, but not limited to hockey, men’s and women’s basketball and soccer.

Contractor must have a strategy to ensure that they do not run out of food at events.

The Contractor will also be required to provide concessions at other major events upon request.

Focus must be on providing quality food and beverage options at low price points.

Stadium Concessions Menu

- ◆ Vegetarian / Vegan Options
- ◆ ¼ pound Cheeseburger
- ◆ ¼ pound Hamburger
- ◆ Chili Cheese Dog
- ◆ ¼ pound Beef Hot Dog
- ◆ Grilled Chicken Sandwich
- ◆ Chicken Tornado with Sour Cream & Salsa
- ◆ Beef Chili
- ◆ Popcorn
- ◆ Nachos with Cheese
- ◆ Hot Pretzel
- ◆ Hot Pretzel with Cheese
- ◆ Chips
- ◆ Candy Bar
- ◆ Soda
- ◆ Bottled Water
- ◆ Coffee & Cocoa
- ◆ Hot Apple Cider
- ◆ Healthy Options (Minimum Variety of Three (3)) including fruit and protein/granola bars.

4.7 Camps, Conferences & Summer Operations

4.7.1 Camps and Conferences

Salem State University hosts a variety of camps and conferences. The Contractor will have the right of first refusal for camps and conferences. All effort should be made by the Contractor to provide low fat, low carb, and wellness items whenever possible and meet the specific menu requirements requested by camps and conferences, of which, the attendees range from children to international scholars.

The Contractor will be required to honor all conference and camp commitments made with customers, agreed to prior to the contract commencement, which will take place over Summer of 2019. All new camp and conference business must be approved by the University in advance of any commitments or bookings.

4.7.2 Summer Camps, Conferences & Operations

The following is a brief overview of the kinds of groups that live on campus during the summer months as well as the anticipated volume based on recent experience.

Marsh Dining Hall

Student groups including:

- ◆ Orientation (approx. 800 students in groups of 200) – 3 meals on 5 days total in June and August
- ◆ Upward Bound (approx. 100 high school aged students)– 3 meals per day Monday – Thursday from July 7- Aug 2. Additional meals on select Sunday nights
- ◆ Summer Bridge Academy (approx. 125 high school aged students) 3 meals per day from June 24-Aug 2.
- ◆ (approx. 51 – 150 middle school aged international students depending on the week) 3 meals per day from July 3 – Aug 12
- ◆ Salem State Students residing on campus during the summer (approx. 60). May want 3 meals a day.

Conference & Other Groups:

- ◆ (approx. 30 people) 3 meals per day July 15-18
- ◆ (approx. 150-200 people) July 25-28
- ◆ (approx. 50-75 people) 3 meals per day May 31- June 2.
- ◆ Alumni Weekend – May 30- June 2
 - ◆ Some groups pre-arrange meals for their participants while others choose to have participants pay at the door.

Harrington Building Cafe

- ◆ Camp (approx. 50-100 breakfast & dinner and 150 lunches depending on the day)– June 23- Aug 13 – Food to be prepped and delivered to South Campus where the camp staff will serve it.

North Campus Dining Commons

North Campus Dining Commons is occasionally called upon to open when there are conflicting events that cannot be accommodated by Marsh.

Summer Catering Needs

Events of all kinds take place on campus in the summer that require upgraded food quality and service. Some are arranged through Summer Hospitality and can range from coffee and snack breaks that are delivered to classroom buildings to private dinners in the Petrowski Room or Vet's Hall. Many departments also host workshops both in the summer and during the academic year that require food service throughout the day.

4.8 Catering Program

- 4.8.1 Salem State University expects the Contractor to provide the very finest catering program to the University community. SSU has a robust catering program. Catering is seen as an opportunity for Salem State University to put its best foot forward to the community and its alumni. Catering events on campus range from coffee breaks, pizza, and sandwich delivery to formal receptions and dinners. All new catering business must be approved by the University in advance of any commitments or bookings.

There will be five tiers of customers:

- 1) Premium Service
- 2) Day-to-day delivery
- 3) Pick-up service
- 4) Student-friendly options
- 5) Customized solutions: customizable menus based on budget and need of client (e.g. ribbon cutting ceremonies, building openings, etc.).

- 4.8.2 The Offeror must demonstrate their knowledge, experience, and capability necessary to meet the University's full range of catering needs which include:

- ◆ Breakfast Buffets
- ◆ Lunch on the Go
- ◆ Luncheon Buffets
- ◆ Afternoon Break
- ◆ Hot and Cold Hors D'Oeuvres
- ◆ Carving Stations
- ◆ Plated Dinner Selections
- ◆ BBQ

- 4.8.3 Contractor will be responsible for training catering service staff members regarding catering policies and procedures to ensure that orders are correct and delivered on time and that customer service levels are always high.

- 4.8.4 The Contractor will have the right of first refusal for catered events on campus. This right of first refusal does not include events valued at \$100 or under, which shall be non-exclusive.

- 4.8.5 The Contractor will not be permitted to assess late charges on invoices for events modified or booked on short notice.

- 4.8.6 The Contractor will need to liaise with the University to ensure the following:

- ◆ Continually evaluate the catering service and prices against those offered by off-campus catering companies to ensure that they are in line with the marketplace and to ensure that SSU catering customers have a positive perception of the campus's catering services. Contractor will perform an annual market basket comparison with local area competition to make sure that the catering pricing is competitive and in line with local offerings.

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- ◆ Seek regular feedback from its customers in order to continually identify opportunities and overcome challenges before they become serious issues.
 - ◆ Continually monitor catering staffing resources to ensure that they are fully staffed at all times, especially during peak service times such as homecoming, graduation and other milestone events throughout the academic year.
- 4.8.7 Contractor will be responsible for maintaining a flexible and customizable catering webpage and web-based app with the ability for the customer to view menus, place orders online and have a confirmation method connected to it. Customers will also be able to pay with credit/debit cards for orders using this interface. Invoicing for catered events will be done electronically with departmental authorization.
- 4.8.8 Contractor will be responsible for product purchase, preparation, set-up, delivery, decoration, cleanup and billing of all catered events.
- 4.8.9 Contractor must make the catering event booking as close to a one step process for the customers as possible. Room reservation must be coordinated with Salem State University personnel.
- 4.8.10 The Contractor will be expected to provide cost efficient menu items which are competitive to local area options.
- 4.8.11 All equipment rental including but not limited to china, linen, utensils, drapes and tableware will be the responsibility of the Contractor to procure.
- 4.8.12 Reusable or compostable smallwares shall be used for all catering events.

SECTION B: RFP Instructions

1. RFP Instructions

1.1 Confirmation Of Receipt Of RFP Document

Offeror must complete the Bid Document Receipt Acknowledgment Section C, Attachment 1, and return via email, as specified on Attachment 1, within 72 hours of receipt of the bid documents.

1.2 Examination Of Contract Documents (RFP) & Current Facilities

The Bidder is encouraged to carefully examine the foodservice facilities and the RFP documents to become fully informed of the current conditions of the physical facilities, ingress and egress to all foodservice locations, and equipment to be encountered and the character of the work to be performed. The Bidder is responsible for observing and recording its own information needed for developing their bid response.

Salem State University campus tours and site inspections of all foodservice facilities will be conducted at the pre-bid conference. No other comprehensive tours of the back-of-the-house spaces, the dining halls or any other dining facilities will be conducted. Bidders are permitted to visit the public spaces of the campus foodservice at times they are open.

Please note that questioning or interviewing Salem State University employees and students when visiting the campus will not be permitted at any time. Failure by any Bidder to observe this restriction may be cause for rejection of the Bidder's bid response.

1.3 Pre-bid Conference

On March 5th, 2019, qualified Bidders are recommended to attend the pre-bid conference scheduled for 9:00 a.m. at Salem State University in the (Viking Hall Room 123). A maximum of four (4) attendees per company will be permitted to attend.

Attendance at the pre-bid conference and the tour are strongly recommended. Bidders will not be permitted in the back-of-the-house spaces of the foodservice operations at any other time nor will they be permitted to request plans for any foodservice facilities at any other time. A question and answer session will be conducted during this conference to respond to oral questions from any and all Bidders. All such requests for information and responses will be disseminated through Porter Khouw Consulting, Inc.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

1.4 Addenda Questions And Responses

A record of all pertinent questions and answers covered at the RFP document review meeting will be sent to the Offeror by SSU. This document will be identified as Addendum 1. **Offeror shall complete and return to Salem State University, the Acknowledgment of Addenda form, for each addendum received. (See form in Section C, Attachment 2 -Acknowledgment of Addenda)**

Questions from the Offeror before and after the RFP document review meeting will be handled in the following manner. No interpretation of the meaning of the RFP documents as defined in the general conditions, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to the Offeror orally. Any oral explanation or instruction given aside from the RFP document review meeting, before the award of the contract, will not be binding. Every request for interpretations or corrections shall be made in writing via email to the address below:

Name: Mr. Ben Szalewicz Email: bszalewicz@salemstate.edu

Name: Mr. Shaun Rostad Email: SRostad@porterhouwconsulting.com

Written questions must be received no later than 4:30 p.m. EDT, March 8th, 2019, in order to be given consideration. All interpretations and supplemental instruction will be transmitted by email to the Offeror no later than three (3) working days prior to the last day for submitting bids. As explained above, Offeror shall complete and return the Acknowledgment of Addenda, for each addendum received.

1.5 Preparation Of Bid Response

The proposal shall be submitted in an organized manner, each copy separately bound in one three-ring binder, with sections appropriately tabbed and identified for each section identified in Section C: Bid Submittal Requirements, of this RFP.

The proposal shall not exceed 200 pages in total (8 1/2" x 11", printed on one side or 100 pages printed double-sided), excluding separately bound booklets or publications. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective bid response are neither necessary nor desired. An electronic version of bid responses must also be provided per the instructions outlined in Section B, 1.5.

Wherever repetition occurs in the RFP, with regard to similar requests for information, Offeror need not repeat the information. However, reference should be made to the exact location in the bid response where the information is already recorded.

Offeror must bear all costs associated with the preparation of the bid response and any oral presentations(s) requested by Salem State University.

1.6 Delivery of Bid Response

In order to be considered Offeror must submit one (1) signed original and two (2) copies to Salem State University and one (1) copy to PKC. A complete response shall include one USB drive containing response. If proposal contains proprietary information then two USB drive's must be submitted; one with proprietary information and one without proprietary information.

SECTION B: RFP Instructions

The original set of all attachments requiring signatures must be signed using blue indelible ink. The Offeror is responsible for the method and format of delivery and all risk to the documents until delivered completely.

The proposal shall be addressed to:

Ben Szalewicz & Evelyn Wilson

Associate Vice President for Capital Planning and Business Affairs

Salem State University

352 Lafayette St

Salem, MA 01970

Tel: 978-542-6120

And;

Shaun Rostad

Director of MAS

Porter Khouw Consulting, Inc.

P.O. Box 4028

1672 Village Green

Crofton MD, 21114

Tel: 410-451-3617

A proposal received after the submission date and time (March 29th, 2019, by 4:00 p.m.) will not be considered. Requests for extension of submission date and time will not be granted unless the University determines, at its sole discretion, that the original due date appears impractical. Notice of any extension will be provided in writing to Offeror.

Signature Required: The original **Contractor's Bid Form (Section C - Attachment 3)** and Offeror information form must be signed and completed by the contractor submitting the proposal (Section C - Attachment 4). Failure to sign the proposal or submit a signed information form may disqualify your proposal. Any proposal, which does not include prices, terms, F.O.B. point, the inquiry number, date and a realistic delivery premise, may be considered an incomplete proposal.

1.7 Bid Guarantee

All bids require a **certified cashier's check** in an amount equal to five percent (5%) of the total first year bid amount but not less than five hundred thousand (\$500,000) payable to The Foundation Trust, LLC. Bid Guarantee will be returned after the opening of bids to all except the selected finalist Bidders. Salem State University will select one company to award the contract to. At this point in time, the University reserves the right to enter into negotiation with the next qualified Bidder if for some reason the selected awardee and the University cannot come to an agreement.

Once the contract has been signed by both parties and fully executed, the bid guarantee will be returned to the

unsuccessful finalists and the Bid Guarantee will be retained by the University as a partial prepayment of the first year's remuneration.

The bid guarantee shall be submitted at the time of bid submittal to:

The Foundation Trust, LLC

P.O. Box 4028
1672 Village Green

Crofton, MD 21114

BID GUARANTEE SHALL BE RECEIVED VIA OVERNIGHT DELIVERY BY 4:30 P.M. EASTERN STANDARD TIME March 29th, 2019.

1.8 Proprietary Data

All deliverable items developed in answer to this RFP shall become the property of Salem State University. Offeror shall not use, disclose, or furnish others any information relative to such deliverable items without first obtaining the written consent of Salem State University. All proprietary information disclosed to Salem State University shall be held in confidence and used only in performance of the contract, except as Salem State University may otherwise be permitted by written instructions from the Offeror. Confidential company information will not be divulged when defined as such.

1.9 Late Bid and Modifications

Any proposals and modifications to the proposal received after the time and date set for the receipt of bids will NOT be considered unless, in the sole discretion of Salem State University, valid extenuating circumstances are involved.

1.10 Receipt and Opening of Proposal

Proposals will be received and opened by both the University and PKC. Proposals will NOT be publicly opened or read.

1.11 Withdrawal of Bid Response

The proposal cannot be withdrawn after it is submitted. Proposal shall be effective for 120 days from the date of receipt at Salem State University unless extended by mutual consent of the University and the Offeror.

1.12 Proposal Evaluation and Methodology

The purpose of the bid evaluation is to objectively analyze bid submittals to narrow the list of Bidders to those companies best qualified to manage the food service operations for Salem State University. Evaluation criteria developed by PKC, follows the bid submittal requirements exactly, allowing for an organized and consistent evaluation

SECTION B: RFP Instructions

process. The evaluation process highlights the following major sections which correspond to the RFP Bid submittal requirements. Each of the sections is assigned a weighing figure reflecting the importance placed on each section.

Section	Weight
A La Carte Operations (Program, Menus, and Concept Descriptions)	10%
A La Carte Operations—Staffing (Appropriate Coverage, Customer Service, Professional Appearance)	5%
A La Carte Operations – Pricing and Portions	5%
Anytime Dining (Program, Menus, Concept Descriptions and Variety)	20%
Anytime Dining – Staffing (Appropriate Coverage, Customer Service, Professional Appearance)	10%
Management Organization	5%
Labor & Training Practices	5%
Reporting Methodologies & Mechanisms	5%
Sanitation and Safety	5%
Financial Bid Cost information & Financial Statements	25%
Sustainability Program	5%
Optional Bid Quotations	0%

1.13 Visits to Bidders' Facilities

Representatives from Salem State University reserve the right to inspect Bidders' existing University foodservice accounts and to interview prospective Contractor's prior to award of this contract.

1.14 Negotiations With Bidders

Salem State University reserves the right to negotiate and hold discussions with the Bidders as necessary to protect its own best interests. However, SSU may award a contract based on the initial offer without discussions of each offer, and reserves the right to reject any and all bid responses received, waive minor technicalities and will be the sole judge as to whether the Bidder's response has satisfactorily met the requirements of the RFP.

Accordingly, Bidders should offer their most favorable terms from a price and service standpoint. The successful Contractor will be selected based on fulfillment of the RFP requirements and taking into consideration quality of product, commission/cost per student per day to SSU, food services provided, affordable and fair prices to the customer, past performance and reputation, and being able to reach a total agreement satisfactory for SSU anticipated needs.

1.15 Award of Contract

Award of the contract or rejection of all bid responses is scheduled for May 10th, 2019 or sooner. Performance under this contract is not expected to commence prior to July 1st, 2019. SSU reserves the right at its sole discretion, to award or reject a bid response for any reason and to modify these dates. Bid responses may be rejected by SSU if they reflect omissions, alterations of forms, additions not called for, conditions, limitations, unauthorized bids, or other irregularities of any kind, as determined by SSU.

Any special requirements needed by the Offeror to commence services must be listed in bid response and identified in the Table of Contents.

1.16 Ethics in Contracting

By submitting their bid responses, the Offeror certifies that their bid responses are made without collusion or fraud and that they have neither offered nor received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their bid response, and that they have not conferred on any Salem State University employee or PKC employee, past or present, any payment, loan, subscription, advance, deposit of money, travel, services or even items of a nominal value, present or promised.

1.17 Independent Contractor Relationship

The Offeror and Salem State University mutually understand and agree, and it is the intent of the parties, that an independent Contractor relationship will be established under the terms and conditions of any resulting agreement; that employees of the Contractor (awardee) are not nor shall they be deemed to be employees of Salem State University; and, that employees of Salem State University are not nor shall they be deemed to be employees of Contractor (awardee).

1.18 Execution of Contract

The Bidder to whom the contract is awarded shall, within ten (10) days after the prescribed documents are presented for signature, execute and deliver to SSU the Contract and including those items added or deleted during negotiations, satisfactory evidence of all required insurance coverage, and proof (e.g. incumbency certificate) satisfactory to SSU of the authority of the person(s) executing the contract. The above documents must be furnished executed, and must be delivered before the contract will be executed by SSU. The contract shall not be binding upon SSU until it has been executed by the University and a copy of such fully executed contract is delivered to the successful Bidder.

The Awardee shall be required to sign the Commonwealth of Massachusetts Standard Contract Form (Appendix 11) and the Commonwealth of Massachusetts Terms and Conditions (Appendix 10).

1.19 Subcontracts

Nothing in this RFP shall be construed as creating any contractual relationship between any Offeror, subcontractor and Salem State University. Subcontractors will be permitted only with prior authorization of the Salem State University Associate Vice President for Capital Planning and Business Affairs. The successful Offeror is responsible for the performance of any subcontractor under its control. Sub-contractors must meet the same contractual requirements as the selected Contractor including insurance requirements.

1.20 Labor

Salem State University will require that the awarded Contractor offer employment to all dining services hourly staff employed by the Incumbent Contractor as of 01/23/2019 in job classifications at least equivalent to their current jobs.

A chart providing the current number of employees and pay grades for each job classification is available upon submission of an intent to bid form by Proponent. Proponent must describe how they will:

- ◆ Transition upon contract start and deploy existing hourly workers;
- ◆ Provide on-going development and training including relating to customer service, food safety, dietary restrictions and cultural awareness; and
- ◆ Provide initiatives to ensure engagement and exemplary customer service.

It is understood that the awarded Contractor will have the right, prior to employment of Incumbent Contractor's hourly staff, to conduct appropriate background checks and verification of qualifications. Awarded Contractor will have rights to establish reasonable expectations of performance and to hold their employees accountable for compliance with company policy and applicable university policy, state and federal laws and regulations, and performance within job standards.

1.21 Student Employees

The successful Offeror will be required to use student help during the term of this contract. The University would like to see growth in student employment from year to year during the term of this contract. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, duties, etc.).

Students employed by the Contractor will be paid at least the prevailing federal minimum wage. The University shall have the right to determine the number of hours each student may work, the nature of the work performed, and other conditions of employment University deems appropriate.

SECTION C: Bid Submittal Requirements

1. Introduction

Salem State University requires the Offeror to submit information concerning their technical, financial, and other abilities to provide the services described in this RFP. Offeror must follow the minimum specifications as described in Section A: Foodservice Program. Offeror must submit the information shown below. All forms that need to be completed are contained in this section.

OFFEROR CHECKLIST

The checklist below identifies the items which the Offeror must complete and submit with their proposal. Any errors or omissions made on the checklist do not relieve the Offeror of the responsibility to complete and submit all required documents in this RFP.

<u>Attachments</u>	<u>Number</u>
Bid Document Receipt Acknowledgment	1
Acknowledgment of Addenda	2
Contractor's Bid Form	3
Bid Signature Page for Corporation	4

TECHNICAL PROPOSAL

- ◆ Program, Menus, and Concept Descriptions
- ◆ Staffing – Residential and Retail Dining Operations
- ◆ Management organization
- ◆ Labor training practices
- ◆ Sanitation and Safety Programs
- ◆ Sustainability
- ◆ Financial Bid
 - ◆ Base Bid Quotation
 - ◆ Optional Bid Quotation

ATTACHMENT 1

Bid Document Receipt Acknowledgment

Please complete the following acknowledgment form and immediately **Email** to:

Ben Szalewicz

Salem State University

Associate Vice President for Capital Planning and Business Affairs

Email: bszalewicz@salemstate.edu

Tel: 978-542-6120

Shaun Rostad

Porter Khouw Consulting

Director of MAS

SRostad@porterhouwconsulting.com

Tel: 410-451-3617

Date Bid Document Received: _____

Will you be Bidding on this requirement: _____ (yes) _____ (no)

If not, why?

Person responsible for this Bid: _____

This is the person in your organization who is to receive any addenda (changes, additions, deletions and Salem State University answers.)

Complete address for this person:

Address 1: _____

Address 2: _____

Phone: (_____) _____

FAX: (_____) _____

List the names and titles of the individuals (up to four) who will attend the RFP document review meeting.

1. _____

2. _____

3. _____

4. _____

ATTACHMENT 2

Acknowledgment of Addenda

This form must be maintained cumulatively by the Offeror, and whenever an addendum is received by the Offeror, the number is entered on this form, and a copy of it is then to be mailed or emailed to the following:

Ben Szalewicz

Salem State University

Associate Vice President for Capital Planning and Business Affairs

Email: bszalewicz@salemstate.edu

Tel: 978-542-6120

Shaun Rostad

Porter Khouw Consulting

Director of MAS

SRostad@porterhouwconsulting.com

Tel: 410-451-3617

Addendum No. _____	Signature _____	Date _____
Addendum No. _____	Signature _____	Date _____
Addendum No. _____	Signature _____	Date _____
Addendum No. _____	Signature _____	Date _____

ATTACHMENT 3

Contractor's Bid Form/Bid Guarantee

(This form must be submitted with each of the copies of the bid returned).

Date

Contractor

Dear Sir or Madam:

The undersigned, as Contractor, hereby declares that the only person or persons interested in this Bid as principal, or principals, is or are named herein, and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and it is in all respects fair and in good faith without collusion or fraud.

The Contractor further declares that it has examined the site of the service work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the specifications for the work, and other Bid Documents relative thereto, and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below and that the Contractor is informed fully relative to the service to be performed.

The Contractor agrees, if this Bid is accepted, to contract with Salem State University to furnish all necessary materials, labor and incidentals necessary to perform and complete the services specified by this RFP and other Contract Documents.

Per Section B, 1.7 Bid Guarantee, the Contractor further agrees to pay Salem State University no less than five percent (5%) of the annual contract value or five hundred thousand (\$500,000) whichever is greater on the date this agreement is executed, as an advance, partial payment of commissions, and any other remuneration to Salem State University. Contractor is to show below the amount that will be paid to Salem State University upon execution of the contract.

1) Payment Due Upon Execution of Contract

_____ (\$ _____)
Amount In Words Dollar amount

Signature

Title

ATTACHMENT 4

Bid Signature Page for Corporation

The officers of the Corporation are as follows:

President: _____
Vice President: _____
Secretary: _____
Treasurer: _____

If a subsidiary of another corporation completes this form, one for the Contractor and one for the owning corporation.

The full names and residences of stockholders, persons, or firms interested in the forgoing bid, as principles are as follows:

Contractor: _____

Post Office Address:

By: _____
President

By: _____
Secretary

(Corporate Seal)

State in which chartered: _____

Registry with Commonwealth of Massachusetts if foreign:

By: _____

Date: _____

2. Technical Proposal

Instructions for submitting all required information are contained in this section.

Offeror should be aware that Salem State University will cap year-to-year increases in cash (retail) prices and board rates to the regional CPI-Food Away from Home.

Contractor will be required to provide meal plan renewal rates by no later than November 1st for each year of the contract.

2.1 Residential and Retail Operations

The Contractor will be expected to develop a close collaborative relationship with the Contract Administrator's office. Salem State University's approval is required for any brand names selected for items to be offered on the menus.

2.1.1 Marsh Anytime Dining/Social Engagement Commons

Programs, Menus, and Concept Descriptions

Describe the concepts proposed for this operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features. The Offeror should detail any changes in equipment or decor and provide renderings and/or schematics to demonstrate the proposed changes. The Offeror should detail any enhancements beyond the program described herein.

Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Submit a five-week sample of the cycle menus proposed for breakfast, lunch, dinner and late-night service. Submittal should group items by location in the servery (i.e., cultural favorites, hot entrees, specialty station, sandwich station, salad bar, cold food, etc.), and display the entire week's selections on one sheet (if possible) organized by day of the week. Every effort should be made to recognize quality, wellness, and the demographic breakdown of Salem State University's customers. The Contractor will be required to post menus online weekly with nutritional information five days in advance throughout the term of this agreement.

Bidders are to detail how special diet and allergen-free zones will be featured and meet the needs of the campus community.

For each meal, indicate those items which are offered every day and those items which change according to the cycle. Indicate portion sizes and which items are healthful food choices. Text for signage explaining nutritional content must be provided.

An annual marketing plan for this venue and the sales/promotion of meal plans must be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Bidders are to provide an itemized high-level capital cost estimate and timeline for any proposed changes to the venues and any associated equipment costs.

Staffing

Submit staffing schedules for the Marsh Anytime Dining/Social Engagement Commons, for one normal complete week of operation during the academic year using the guidelines in Appendix 4 (use Excel file provided for staffing

SECTION C: Bid Submittal Requirements

worksheet). Also submit a weekly staffing plan for the first full week of the semester. Special attention needs to be made to weekends. Contractor shall also provide a representative staffing schedule for early arrival students.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's manager will report.

Contractor will be required to have staffing pars created and maintained on a weekly basis that get updated when special events occur. Also, during some of the busiest meal periods there needs to be multiple employees cleaning tables and floors, in accordance with the amount of business.

Contractor must provide plan to utilize stations to their capacity.

Contractor must provide a management oversight plan to ensure that a manager is observing the dining facility to look for potential issues (e.g. running out of food, cleanliness issues, etc.) so that these issues can be corrected immediately.

Bidders must describe how they will ensure proper preparation for busy periods to ensure minimal wait times for customers, and ensure that they will not run out of food items during peak periods.

Special Events, Programming and Student Life Support

The Contractor will be required to develop and implement a plan in coordination with Student Life to enhance and promote school spirit and social engagement. Bidders must provide an example calendar of special events including decorations (provided at the cost of the Contractor), foods to complement the event and special activities. These events are intended to add value to the meal plans and help grow voluntary sales and participation in them. The Contractor will also be required to hire a student manager to help design, promote and orchestrate the events.

2.1.2 Lower North Anytime Dining/Social Engagement Commons

Programs, Menus, and Concept Descriptions

Describe the concepts proposed for this operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features. The Offeror should detail any changes in equipment or decor and provide renderings and/or schematics to demonstrate the proposed changes. The Offeror should detail any enhancements beyond the program described herein.

Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Submit a five-week sample of the cycle menus proposed for breakfast, lunch, dinner and overnight service. Submittal should group items by location in the servery (i.e., cultural favorites, hot entrees, specialty station, sandwich station, salad bar, cold food, etc.), and display the entire week's selections on one sheet (if possible) organized by day of the week. Every effort should be made to recognize quality, wellness, and the demographic breakdown of Salem State University's customers. The Contractor will be required to post menus online weekly with nutritional information five days in advance throughout the term of this agreement.

Bidders are to detail how special diet and allergen-free zones will be featured and meet the needs of the campus community.

For each meal, indicate those items which are offered every day and those items which change according to the cycle. Indicate portion sizes and which items are healthful food choices. Text for signage explaining nutritional content must be provided.

SECTION C: Bid Submittal Requirements

An annual marketing plan for this venue and the sales/promotion of meal plans must be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Bidders are to provide an itemized high-level capital cost estimate and timeline for any proposed changes to the venues and any associated equipment costs.

Staffing

Submit staffing schedules for the Lower North Anytime Dining/Social Engagement Commons, for one normal complete week of operation during the academic year using the guidelines in Appendix 4 (use Excel file provided for staffing worksheet). Also submit a weekly staffing plan for the first full week of the semester. Special attention needs to be made to weekends. Contractor shall also provide a representative staffing schedule for early arrival students.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's manager will report.

Contractor will be required to have staffing pars created and maintained on a weekly basis that get updated when special events occur. Also, during some of the busiest meal periods there needs to be multiple employees cleaning tables and floors, in accordance with the amount of business.

Contractor must provide plan to utilize stations to their capacity.

Contractor must provide a management oversight plan to ensure that a manager is observing the dining facility to look for potential issues (e.g. running out of food, cleanliness issues, etc.) so that these issues can be corrected immediately.

Bidders must describe how they will ensure proper preparation for busy periods to ensure minimal wait times for customers, and ensure that they will not run out of food items during peak periods.

Special Events, Programming and Student Life Support

The Contractor will be required to develop and implement a plan in coordination with Student Life to enhance and promote school spirit and social engagement. Bidders must provide an example calendar of special events including decorations (provided at the cost of the Contractor), foods to complement the event and special activities. These events are intended to add value to the meal plans and help grow voluntary sales and participation in them. The Contractor will also be required to hire a student manager to help design, promote and orchestrate the events.

2.1.3 North Dining Food Court

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.4 Faculty/Staff Dining Room (Mandatory Alternate)

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.5 Dunkin' Donuts

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.6 Library Grab n Go

Program, Menu, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.7 Starbucks (Viking Hall)

Program, Menu, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.8 Marsh Hall Grab n Go

Program, Menu, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.9 South Campus Bagel or Sandwich Concept

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.10 Concessions

Program, Menus, and Concept Descriptions

Describe the concept proposed for this outlet including promotions, merchandising and other features.

Special attention should be paid to customer service. The Offeror should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Provide a complete price and portion guide.

Itemize projected sales using the forms provided in Appendix 4.

Indicate which items are healthful food choices. An annual marketing plan for this operation should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing costs for one year of operation using the guidelines in Appendix 4.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.11 Catering, Camps and Conferences

Programs, Menus, and Concept Descriptions

Describe the concepts proposed for this catering operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements, and other features.

Prepare a catering manual. The manual shall contain sample breakfast, lunch and dinner menus, hot and cold buffet and hors d'oeuvre selections which would be available upon two weeks advance notice.

Assume menus will be changed at least once annually. It is desirable that the menus reflect visual beauty, variety, wellness, quality, and price (consistent with the University's catering history) as well as catering policies.

Indicate which items are healthful food choices. In addition, prepare a set of limited menus that will be standard daily menus available at all times on short notice and those which would be available on a one or two day advance notice. These would be limited to small faculty or administrative staff groups, or other special group meetings.

Propose pricing on a per cover basis for a minimum number of covers. Additionally, please show the calculations involved in determining the per person cost for a smaller number of covers than the minimum quoted above. Catering price renewal will be due to Salem State University by no later than December 15th annually. Submit the average per cover prices of each of the following:

- ◆ Continental breakfast
- ◆ Hot, served breakfast
- ◆ Cold, served luncheon
- ◆ Hot, served luncheon
- ◆ Simple cocktail and hors d'oeuvre reception
- ◆ Cold, served dinner
- ◆ Hot, served dinner
- ◆ Full Dinner Buffet
- ◆ Stand-up reception and formal sit down, served dinner for a 250 person gala honoring University donors
- ◆ Conference/camp meals and breaks

Offeror is to provide a breakdown of what customers will be charged for additional items including, but not limited to:

- ◆ China
- ◆ Table Linens
- ◆ Additional Wait Staff
- ◆ Flowers
- ◆ Decorations/Themes

Also, specify a catering program applicable to three tiers of customers:

- 1) Presidential
- 2) Day to day delivery
- 3) Pick-up service
- 4) Student events

Compute pricing to account for the costs of goods, labor, operating supplies and other appropriate expenses. Pricing must reflect the Profit and Loss Catering structure of this RFP.

Itemize projected sales on the forms provided in Appendix 4.

The Contractor will be responsible for timely clean up after all catered events (defined as within one hour of event ending). Provide a plan to ensure that there is a timely and thorough clean up after all events to keep the University's facility's clean. Clean up shall include removal of all serveware and trash from the premises.

Indicate which three or more major credit cards will be accepted by the Contractor. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Staffing

Submit staffing assumptions for one typical week of anticipated catering bookings. Detail the payroll rates and benefit costs for all hourly and salaried employees for catering. Indicate to whom the catering manager will report.

2.2 Management Organization

Outlined below is specific information required by Salem State University regarding management requirements.

2.2.1 Management

Organization Charts

Submit a proposed organization chart for Salem State University foodservice operations which establishes the management hierarchy and the lines of communication between the unit management and employee categories.

Performance Evaluations

Present criteria used in annual evaluation of the account manager's performance.

Incentive Guidelines

Present incentive compensation guidelines, if any, for account management and key personnel.

2.2.2 Management Resumes

Offeror must submit professional resumes of the key management and supervisory personnel who will be assigned to this account.

As a minimum, each resume must contain the following information:

- ◆ Position
- ◆ Name
- ◆ Education
- ◆ Years of Employment with Offeror
- ◆ Level of Experience
- ◆ Professional Training
- ◆ Assignments under the current Contractor, noting size of each account, title, major responsibilities, and number of employees supervised
- ◆ Previous assignments; note same information as above.

The individual in charge of the Salem State University campus operations (Foodservice Director) must have a minimum of five years' successful managerial experience in University or University foodservice operations or equivalent; other supervisory and management staff must also have relevant experiences in catering, nutrition and/or University or University dining.

The Foodservice Director, Catering Manager and Executive Chef will be required at the finalist interviews.

2.3 Labor and Training Practices

2.3.1 Labor Practices - Outlined below is specific information required by Salem State University regarding labor and training practices.

- ◆ Detail recruiting techniques and sources of non-management labor, while following all equal employment guidelines shown below. Please indicate how this has been accomplished at other accounts (i.e., number of accounts, number of students, payroll ranges, duties).
 - ◆ The campus community is made up of people from many different cultural backgrounds. Describe how your recruiting process for employees will ensure that the foodservice staff reflects that same diversity.
- ◆ Detail the regional and national oversight that will be involved with oversight of the contract commitments and ensuring the success of the new program including key personnel (by name and title) and the expected frequency of visits.
- ◆ Describe personnel-related functions designed to maintain compliance with all local, state, and federal laws including but not limited to:
 - a) Fair Employment Practices.
 - b) Lawful Wage and Hour Practices.
 - c) Occupational Safety and Health Requirements.
 - d) Compliance with Employment Practices Covered Under the 1990 Americans with Disabilities Act.
- ◆ Indicate how hourly staff/union labor will be transitioned at commencement of the contract, including a timeline.
- ◆ Salem State University is committed to a policy of equal opportunity in education, employment, membership and contracts, and no differentiation will be made based on race, color, sex, age, religion, sexual orientation, national origin, veteran status or the presence of a disability.
- ◆ Offeror must provide a brief description of their benefit package. The description should include, but is not limited to, the following:
 - ◆ Health Care Coverage
 - ◆ Dental Insurance
 - ◆ Life Insurance
 - ◆ Eyewear Plan
 - ◆ Flexible Spending
 - ◆ Long-Term Disability
 - ◆ Retirement
 - ◆ Health Advocate
 - ◆ Employee Assistance Program
 - ◆ Tuition Benefits
 - ◆ Leave of Absence (Paid)
 - ◆ Leave of Absence (Unpaid)
 - ◆ Holidays for Staff
 - ◆ Vacation for Staff
 - ◆ Personal Loans
- ◆ Describe your personnel philosophy and development opportunities for students.
- ◆ Describe any opportunities for students to attend training or trade shows.
- ◆ What percent of your labor pool do you propose is comprised of student labor?
- ◆ What is the proposed salary level of student employees, knowing it is sometimes difficult to recruit employees?

2.3.2 The Contractor must provide the methodology to complete successful criminal background checks on all employees at its sole cost. Refer to Appendix 1, 3.2.21 for additional details on what must be included during the background checks.

2.3.3 Employee Training

The Offeror must provide to their employees, and ensure their compliance with, Salem State University's employee standards and ensure their compliance with them. These standards include, but are not limited to, professional appearance, attitude, customer interaction and uniform requirements.

Describe Offeror's non-supervisory training program, including hours of instruction, subject matter, visual aids, motivational and other training materials. Include at least one (1) copy of your complete training manual in English (manuals will be returned to Offeror upon request).

2.3.4 Management Training

Describe supervisory and management training program, including hours of instruction, subject matter, attendance at schools and seminars, reading programs, and management training tools. Include at least one (1) copy of your complete training manual.

2.4 Transition Planning

Calculate the anticipated number of entry level staff and management employee hours and associated expense to be devoted to formal training during the period prior to the start of the new Contract. Show separate hours for entry level staff and management employees.

A detailed transition plan will need to be developed and executed by the Contractor to implement the new program. Offeror must state precise plans for each step in assuming control and describe its ability to commit the staff, personnel, and resources required to develop a responsive management structure.

- 1) Provide a plan to ensure that all camps and conferences commitments made previous to the contract being signed will be honored and facilitated in a satisfactory manner.
- 2) Submit a work plan with key dates and milestones. Your response should include:
 - a) Identification of tasks to be performed and/or equipment to be provided
 - b) Time frames to perform the identified tasks
 - c) List any compliance requirements and strategies for federal, state and local governmental regulations, insurance requirements including worker's compensation, licenses and permits, if any and any other regulations as appropriate.
- 3) Describe the strategy and controls that will be utilized to assure products and services provided, pricing and terms, project timeline, and training. Include samples of reports and documents if appropriate.
- 4) What difficulties do you anticipate in serving the University and how do you plan to manage these? What assistance will you require from the University?
- 5) Describe your company's quality assurance program, what are your company's requirements, and how are they measured?
- 6) Describe your organization's implementation process after being awarded a multi-year contract by a new customer.
- 7) Attach a sample implementation project plan.
- 8) Describe any challenges your firm sees with a transition period > 6mths after the official award of the agreement?

- a) What can all parties do to minimize this disruption?
- 9) The Bidder are required to provide a detailed plan on the equipment, software and strategy for ensuring an easy transition into the existing technology infrastructure.

2.5 Reporting and Monitoring Mechanisms

Contractor will be required to provide the Contract Administrator with a one to two-page executive summary monthly providing updates on the menus, customer satisfaction, program changes and key financial metrics (e.g. revenues, food costs, student meal participation, etc.). Failure to provide this information will result in a financial penalty of \$1,000 per occurrence, up to a maximum of \$10,000 each Contract Year. Contractor will provide up to \$10,000 in potential penalties per Contract Year tied to any underperformance tied to reporting or the established Key Performance Indicators.

Bidders are to provide an example of a monthly one or two-page narrative report with metrics on the following (other criteria may be established prior to the signing of the Contract):

- ◆ Health inspection reports
- ◆ Food cost trends including cost per plate
- ◆ Franchisee compliance scores received
- ◆ Labor cost trends
- ◆ Meal plan meal participation rates, by meal period
- ◆ Mystery shopper reports
- ◆ Independently third-party survey scores
- ◆ Local purchasing benchmarking status
- ◆ Sustainable practices status
- ◆ Monthly report, budgets and plans
- ◆ Sales reports by location and transaction type in Excel format
- ◆ List of any requested service/product returns and refund requests with documented reasons for requests

Bidders are to provide an example and methodology to comply with the following requirements: By August 1st, 2019, and by May 1st of each subsequent Contract Year, Contractor will provide an annual measurement tool(s) or KPI's that will allow University and Contractor to proactively measure/monitor quality (service, food, etc.) as well as meal plan perception and satisfaction, on a month-to-month, and year-to-year basis as well as. The intent of the reporting mechanism will be to create measurable goals that both parties can use to monitor and ensure progress in multiple key categories throughout the contract term.

Towards the end of each Contract Year, Contractor will have a meeting with the Contract Administrator to discuss, and document in writing, the positives and negatives from each year. This collaborative discussion will focus on ways to ensure that the positives from the previous year are preserved and emphasized in the next Contract Year, and that there is a strategy to eliminate or reduce any negative feedback from the previous year. In addition to the items outlined above, this will provide an overall annual action plan and score card going into the next Contract Year for both parties to review and implement.

2.6 Sanitation and Safety

Describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility providing measurable metrics to be enforced throughout this agreement.

Outline sanitation and safety self-inspection procedures for all foodservice operations at Salem State University. Provide a sample copy of any checklist used during inspection. **Provide information regarding minimum standards and guidelines to ensure sanitation and safety in preparation, production and service areas. Required reports with measurable metrics will be delivered to the University's Contract Administrator on a monthly basis throughout the term of this agreement.**

Describe in detail how the appropriate steps are taken to ensure HACCP compliance throughout this agreement. Provide a plan to ensure continuous and frequent documentation of internal inspections and what actions will be/were taken to correct any issues discovered.

2.7 Sustainability

- 2.7.1 Sustainability and environmental awareness is critically important to Salem State University. Explain in detail how Salem State University's environmental sustainability program will be adhered to, how you will contribute to enhancing the University's sustainable efforts and what metrics will be used to demonstrate annual improvement in Green initiatives. Below is a list of items for consideration and incorporation:
- ◆ Achieve energy, water and waste savings through technical innovation and human expertise.
 - ◆ Trayless dining
 - ◆ Recycling 100% of cardboard boxes, packaging & metal cans
 - ◆ Eliminating straws to reduce waste
 - ◆ Utilizing single touch dispensers
 - ◆ 100% recycled napkins
 - ◆ Reusable or Biodegradable wares and containers
 - ◆ Reduction of food waste
 - ◆ Composting at all locations
 - ◆ Implementing food waste tracking system
 - ◆ Re-usable containers for take-out program
- 2.7.2 Offerors must develop a "farm to table" program with local agricultural community and explain program in detail. Program should include annual summary of measurable goals for assessment. It is important that Offerors propose a comprehensive corporate program to engage the local community for purchasing. This program must include using the local items for menu offerings. This program must also include clear goals indicating what percentage of the food inventory will be purchased from the local area.
- 2.7.3 Provide a brief description of your company's overall policy/philosophy regarding reduction of solid wastes, composting and recycling.

3. Financial Bid

BASE BID & MANDATORY ALTERNATE BID QUOTATIONS

The financial bid portion of this RFP requires that the Offeror provide a Base Bid and Mandatory Alternate Bid Quotation using the Foodservice Pro Forma Worksheet provided as an Excel attachment.

ADDITIONAL BID QUOTATION

Any additional bid should be provided in a similar format separate from the Base Bid and Mandatory Alternate Bid Quotation.

3.2 Cost Information and Financial Statements

3.2.1 Introduction

Complete the sales worksheets, board plan worksheets, and foodservice pro forma statements for each operation, separated by operation and year, and then consolidated for ten years. Offeror is asked to align each year's projections with Salem State University's fiscal year, beginning each year on July 1 and concluding each year on June 30. Assume an annual inflation rate of 3.0%. Offeror is also asked to utilize a fiscal week of Midnight Sunday – 11:59 PM Saturday.

Financial statements are to be based on the programs described in Section A: Foodservice Program, and the menus, programs, concepts, and staffing plans Offeror has completed as part of Section C: Bid Submittal Requirements - Technical Proposal. Financial statements should follow the Base Bid and Mandatory Alternate Bid Quotation requirements, as described in Section C: Bid Submittal Requirements.

Contractor is to assume all fees associated with credit card sales. Salem State University will bill Contractor for credit card fees incurred for meal plans that are paid directly or through a payment plan to the University.

The foodservice pro forma statements are to include only those revenue and expense items directly associated with a Salem State University operation. All revenues and expenses are to be shown using 2019 dollars with appropriate percentages, per instructions. All costs and expenses are to be allocated to the appropriate revenue centers.

The forms should be strictly adhered to and the Offeror should note any discrepancies or modifications with accompanying footnotes.

The Campus Dining Sales and Catering Sales worksheets will be the basis for sales projections cited in the pro forma statements. All assumptions for worksheet calculations must be included as back-up information. The worksheets are to be completed for each foodservice outlet and should include a breakdown for each Location and Meal Period proposed.

To identify clearly how each figure was derived for the pro forma statements, the Offeror should include line-by-line explanations and/or assumptions for revenue, cost of sales, management and employee benefits, and all operating expenses as back up information.

Unless noted otherwise, percentage (%) figures should be calculated as a percentage of the "Total Sales" figure on the Foodservice Pro Forma Statement.

Financial Statement Assumptions

Participation assumptions and sales projections for the foodservice operations should be developed based on the population projections and other information as described in Section A: Foodservice Program.

Prices in cash (retail) food and beverage outlets will be reviewed and approved in writing by Salem State University before they are implemented. The Contractor may, subject to Salem State University's approval, increase aggregated cash prices up to the regional CPI-Food Away From Home annually. It is not the intent to allow for an increase annually but to make the Contractor aware that Salem State University will be firmly committed to keeping price increases at a minimum.

Contractor's meal plan rate increases will be subject to approval by Salem State University up to the increase in the regional CPI-Food Away From Home.

The Contractor will remit to the Commonwealth of Massachusetts tax commission any Sales Tax required.

The Contractor will provide such trucks or vans required for foodservice usage and will be responsible for gas, oil, repairs, maintenance, and insurance as required by Massachusetts law. The Contractor will assume full monetary responsibility for any University vehicles used temporarily in the performance of the agreement. These costs shall be a direct cost of operation.

3.2.2 Examples of Other Reports

Submit one or more samples of financial reports Offeror shall submit to the University as representation of the reporting format Offeror intends to use for Salem State University. The sample does not have to disclose the name of the client.

3.2.3 Commissions and Board Plan Rates

BASE BID QUOTATION (REQUIRED)

This quotation is to be used for preparing Offeror's pro forma financial statements.

Cash Operations

Cite the annual commissions as a percentage of net sales, for each cash operation, to be remitted to Salem State University.

Meal Plan

Using the meal plans provided by the University, estimate the participation and revenue the Offeror foresees for meal plan operations at Salem State University. Detail your proposed cost per student meal, by meal plan for the University.

Also quote guest meal rates and the administrative meal rates for the Residential Dining facilities.

Regarding Net Losses

Any and all net losses associated with this contract as the sum of Salem State University's authorized operating expenses, investment amortization and commissions paid to the University from Contractor, in excess of gross sales shall be paid by the Contractor throughout the term of this agreement.

OPTIONAL BID PROGRAM SUBMISSION

After having complied with the Base Bid and Mandatory Alternate Bid as articulated in foodservice Section A: Foodservice Program of in this RFP Offeror is given the option to submit alternate program proposals. The Offeror

SECTION C: Bid Submittal Requirements

shall be required to prepare and submit a complete set of financial worksheets and pro forma's for each year of the term of the agreement for the alternate proposal. As shown in Appendix 4 in conjunction with instruction for completing the pro forma workbook in the Excel file provided.

3.2.4 Summary

Salem State University is seeking innovative, effective foodservice management of the campus dining services and therefore encourages Offeror to be creative in all aspects of the technical and financial arrangements sections of the bid response and in any optional bid quotations.

A template of financial statements required for each foodservice operation is provided on the attached Excel file.

ATTACHMENT 5**Foodservice Pro Forma Worksheets Of Income And Expense
(Excel File)**

PKC has prepared an Excel based set of worksheets and pro forma to aid the Offeror in collecting, calculating and presenting their data. The Offeror shall be completely responsible for the numbers and calculations as shown on the worksheet and will ultimately be used as the basis for all financial calculations and projections associated with this bid.

Instructions for Completing the Pro Forma Workbook

The Offeror is expected to complete the pro forma workbook provided on the included Excel file. This pro forma workbook covers a ten-year period. The workbook includes the following worksheets:

- ◆ Instructions
- ◆ Meal Plan Revenue Worksheet
- ◆ Retail Dining Revenue Worksheet
- ◆ Anytime Dining Revenue Worksheet
- ◆ Catering and Conference Revenue Worksheet
- ◆ Concession Revenue Worksheet
- ◆ Anytime Dining Staffing Worksheet
- ◆ Retail Dining Staffing Worksheet
- ◆ Pro Forma Worksheets

Instructions: Offeror is to submit their financial bid by filling out the worksheets provided on the Excel model included with this RFP. Offeror is to enter figures into the worksheets where prompted by blue cells. All related calculations are prepared by the program. Offeror is to include a hard copy of their pro forma worksheets within their RFP submittal.

Meal Plan Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Retail Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy and electronic version of all necessary back-up calculations and assumptions.

Anytime Dining Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Catering Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Conference Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Concessions Revenue Worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Anytime Dining and Retail Staffing Schedules: The Staffing Schedule is to be completed based on the descriptions provided in Section A: Foodservice Program. Foodservice job categories that should be identified include administrative, supervisory, production, service, and utility with sub-categories naming potential job positions. The estimates of the hours to be worked by

SECTION C: Bid Submittal Requirements

all employees will be firm as stated in the response. It should be noted that Salem State University will review the wage and salary levels projected as an indication of the level of quality intended for the facility, the subsequent rate of employee turnover, and the cost effectiveness of the Offeror's scheduling. Offeror is required to differentiate on the staffing worksheets the total staffing required for each outlet listed and catering. Offeror is required to submit detailed back-up showing their staffing load for each outlet above, and for catering.

All job positions required to staff each area must be listed on the Staffing Schedule under the proper category. According to the headings at the top of the chart, the following information is requested:

Position: Identify main category, then list job positions. Each employee should be included; however, employees with the same job title and hourly rate may be entered in the same line of the worksheet. Refer to example shown below:

Hourly Employees:

- ◆ Job Category 1
- ◆ Job Category 2
- ◆ Job Category 3

Rate: Note employee compensation by hourly rate or annual salary

Status: Identify full - (F) or part-time (P) status

Hours: Block out expected daily shifts. Place a "1" in a box to indicate each employee working for the full hour. If the employee starts on the half hour, (i.e, 6:30 a.m. enter a 0.5 in the 6:00 a.m. box.)

Calculate the yearly benefit cost for each area and indicate a separate total for the total Employee Benefits section of the pro forma. Please provide hard copy of all necessary back-up calculations and assumptions.

Offeror should also note that additional detailed charts, reflecting employees who work in more than one job category or functional capacity, may be requested by Salem State University if additional clarity is needed.

Pro Forma worksheet: Follow Blue-celled prompts. Please provide hard copy of all necessary back-up calculations and assumptions.

Authorized Operating Expenses: In preparing their responses, the University has provided a list of authorized and unauthorized operating expenses that may be included in their pro forma bids. Customary expenses, attributable directly to the operation of the University's foodservices, shall be paid for by the Contractor as a cost of business to be offset by revenues and reimbursed services (conference and catering foodservice). Expenses are considered to be usual foodservice net operating expenses derived after deducting trade discounts, rebates, etc. Expenses which are authorized are:

- ◆ Cost of food and beverages
- ◆ Salaries and wages
- ◆ Payroll taxes
- ◆ Employee benefits (including worker's compensation insurance)
- ◆ Uniforms
- ◆ Extermination
- ◆ Laundry (includes linen replacement)
- ◆ Paper supplies
- ◆ Telephone and computer/data lines provided by the University
- ◆ Cleaning supplies

SECTION C: Bid Submittal Requirements

- ◆ Fire Suppression System Inspection and Service
- ◆ Office Supplies (e.g., postage, first aid supplies, etc.)
- ◆ Direct Operating Supplies (e.g., replacement of china, glass, flatware, trays, and miscellaneous kitchen wares)
- ◆ Administrative and General (e.g., telephone, permits/licenses, credit card service fees, and others that apply only to on-site expenses)
- ◆ Transportation costs (previously approved by the University) involved in moving goods, equipment, and supplies between locations on campus)
- ◆ Cost of Subcontracted services approved by the University (e.g., service contracts, bank service)
- ◆ Insurance coverage's specified herein
- ◆ Armored car service
- ◆ Miscellaneous pre-approved expenses such as employee recruiting and menu printing
- ◆ Depreciation charges for any equipment purchased by the Contractor (with prior approval from the University) and brought on site (Contractor Owned)
- ◆ Equipment maintenance and service contracts

Unauthorized Items of Expense: Expenses which are to be paid by the Contractor and are not to be included on Contractor's statements or used to offset revenues include but are not limited to:

- ◆ The expense of payroll computations and the disbursement of the payroll
- ◆ Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers
- ◆ Accounting expenses including costs of producing financial reports
- ◆ Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this agreement
- ◆ Repairs necessary as the result of the acts or omissions of the Contractor or its employees
- ◆ Monies or other property, lost or stolen, either on or off University premises
- ◆ Express delivery charges of any type, except those with prior approval by the University
- ◆ Inventory interest or carrying cost, except those authorized in this agreement
- ◆ Excessive overtime pay (limits to be determined)
- ◆ Legal expenses
- ◆ All taxes, except for payroll and property taxes
- ◆ Relocation expenses of any of the Contractor's employees
- ◆ Interest charges on any loans incurred by the Contractor, unless specifically authorized by the University
- ◆ Modem/T1/Internet charges and any extra telephone lines
- ◆ Memberships in local or national groups of any type
- ◆ Costs for any Contractor employee to attend seminars or conferences of any type
- ◆ Anything else not expressly set forth herein
- ◆ Travel expenses of all personnel above the Foodservice Director
- ◆ Contractor's personal use of the facilities

SECTION D: Appendices

APPENDIX 1

Draft Management Contract

1. Article 1

1.0 Introduction

THIS AGREEMENT, made and entered into this ____ day of _____ 2019, by and between _____, hereinafter referred to as "Contractor", and Salem State University, Salem, Massachusetts hereinafter referred to as "University"

WITNESSETH

THAT WHEREAS, the University has issued a Request for Proposals (attached hereto as Attachment ____ and incorporated by reference); and

WHEREAS, the Contractor has submitted to the University a proposal for the performance of certain services (attached hereto as Attachment ____ and incorporated by reference); and

WHEREAS, the University wishes to avail itself of those services and the parties hereto desire to reduce the terms of their agreement to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to the details of the contract, as described on the following pages:

1.1 Definitions

Whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

- 1.1.1 **Anytime/Residential Dining:** This describes a venue where a customer is offered unlimited access and continuous all-you-care-to-eat service at this venue.
- 1.1.2 **Change Order:** A written order initialed by the Contract Administrator directing the Contractor to perform changes, additions, or deletions in the work for a specific period designated by the Contract Administrator.
- 1.1.3 **Contract:** This written agreement between the University and the Contractor for the performance of the work in accordance with the requirements within it and its attachments and amendments.
- 1.1.4 **Contract Administrator:** The person authorized by the University or his or her designee to administer the Contract and coordinate the activities of the Contractor on the campus.
- 1.1.5 **Contract Documents:** The Contractor's menus, prices, and portion sizes; performance, payment; RFP document (Attachment 1); the Contractor's bid response; (Attachment 2) and all addenda and supplemental agreements.

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- 1.1.6 **The Contractor Food Service Director (FSD):** The person authorized by the Contractor to act fully on behalf of the Contractor in managing Salem State University's campus dining services.
- 1.1.7 **Contract Year:** Salem State University's Fiscal Year (July 1st to June 30th).
- 1.1.8 **Cost per Student per Day:** The charge that the Contractor will invoice the University per student per day per by meal plan.
- 1.1.9 **Cost of Sales:** Beginning food inventory plus all food purchases minus ending food inventory.
- 1.1.10 **Departmental Charges:** Various University departments that may arrange for catered functions may be billed by the Contractor. Such billings are referred to as departmental charges.
- 1.1.11 **Food/Dining Service:** The management of food service operations for Salem State University.
- 1.1.12 **Menu:** List of all food and beverage items offered in the various food service facilities.
- 1.1.13 **Retail Dining:** Customers pay separately for each menu item that is priced as such (A La Carte).
- 1.1.14 **RFP:** The Request for Proposal document issued by the University and its components.
- 1.1.15 **Servery:** Area of food services that offer foods and beverages for self-service or are served by food service employees to customers who place these items on trays.
- 1.1.16 **Special Diets:** These may include, but are not limited to, diets addressing certain allergies (gluten, peanut, etc.) as well as diets that are religion based.
- 1.1.17 **Subcontractor:** Any individual, partnership, or corporation who is contractually bound to the Contractor to perform a specific portion of the total work package under this Contract, with prior written approval by the Contract Administrator.
- 1.1.18 **Unit Managers:** Persons authorized by the Food Service Director who shall supervise, coordinate the activities of, and be responsible for, the performance of the Contractor's employees.
- 1.1.19 **Utilities:** Electric, gas, water, sewer, heating, ventilation, and air conditioning, telephone, hazardous waste removal, recycling, rubbish removal, computer/data line charges.
- 1.1.20 **Vegetarian:** Food or beverage that contains no meat products or meat bases but may include dairy products.
- 1.1.21 **Vegan:** Food or beverage that contains no animal products, meat bases or dairy products.

2. Article 2 - Scope of Services

2.0 Introduction

The Contractor agrees to manage and operate campus dining services which are maintained as an integral part of the University's educational activities solely for the use of students, faculty, staff, employees, invited guests, and others designated by the University. The campus dining food services shall include:

- ◆ Residential Dining Locations
- ◆ Retail Dining Locations
- ◆ Catering
- ◆ Camps & Conferences
- ◆ Concessions

The Contractor shall inform the University of new and potential services that may be beneficial to the University. The University and the Contractor will jointly determine if this new service shall be incorporated into the University's foodservice operations.

The Contractor will be granted rights to operate the dining facility and catering operations as defined in this Contract, with the exception of bookstore items (e.g. convenience store items, dry goods, etc.), vended carbonated and non-carbonated beverages which are NOT part of this agreement. The Contractor shall comply with any future beverage and bookstore agreements that University enters into. Kitchens and serveries of the University will not be used for catered events by outside parties. New facilities may or may not be added at the discretion of the University.

The Contractor shall provide quality services as outlined in the Contract Documents, in accordance with the University's quality and performance standards, at locations mutually agreed to by both parties.

The University reserves the right during non-operating hours, or pre-arranged times, to utilize the food service and dining facilities for other purposes.

The Contractor may sell alcoholic beverages on the University in accordance with any and all University policies, procedures, rules and regulations. Without limiting the generality of Section 3.4, the appropriate liquor permit shall be obtained in the name of Contractor and Contractor shall pay any charges associated with obtaining those permits. Contractor shall deliver to University copies of all liquor permits promptly upon receipt thereof.

If Contractor sells alcoholic beverages on the University (subject to Contractor obtaining all required liquor permits), then Contractor shall maintain liquor liability insurance, including contractual liability coverage, by endorsement to commercial general liability insurance or otherwise, with limits of not less than \$1,000,000 per occurrence. And otherwise compliant with Section 3.4.

3. Article 3 - Responsibilities of the Contractor

3.1 Use of Facilities

- 3.1.1 The physical facilities, spaces and equipment made available to the Contractor under this Contract shall be used by the Contractor solely to provide food and beverage services for the University as set forth herein. Contractor is responsible for maintaining the use and operation of the equipment and food service facilities and spaces, and Contractor accepts all facilities and equipment as is, with all faults.
- 3.1.2 The Contractor is responsible for custodial services in all assigned food service facilities and spaces throughout campus including loading docks, kitchen, service area and dining area floors, ceilings, walls, vents, restrooms within dining facilities, and entrances to dining facilities and shall at all times keep such food service facilities, spaces and equipment clean, properly scrubbed and mopped, and free from all debris or other hazardous conditions.

3.2 Personnel

- 3.2.1 The Contractor shall employ one (1) full-time, on-site Food Service Director (FSD) responsible for all food service functions at the University's facilities as specified in this Contract.
- 3.2.2 Unless a removal is requested in writing by the University or approved in writing by the University, Contractor will retain the FSD (___) and the Catering Manager on University's account for a minimum of 36 months and shall not initiate the transfer of such manager from University's account during this time so long as such manager is employed by Contractor or a parent, subsidiary or related entity of Contractor. Any breach of this minimum assignment time clause will result in Contractor's payment to University of \$20,000 for each occurrence, unless approved in advance in writing by the University.
- 3.2.3 The FSD must have a minimum of five (5) years of consecutive, successful employment in a similar operation with comparable responsibilities. The FSD shall have education and/or experience in food service with particular emphasis upon effective financial controls and merchandising techniques. Furthermore, the FSD shall have a high degree of management expertise, as evidenced by prior food service management duties involving University and/or University-type food service, high-quality food production and service, and effective financial control. The food service director's sole responsibility will be the University account; he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor.
- 3.2.4 The University reserves the right to review the qualifications of the FSD, all unit managers, chefs and catering managers that the Contractor proposes to place at the University. The University, in its sole discretion, may withhold approval of the FSD, chef and of specific unit and catering managers in which case the Contractor is required to submit other candidates. The FSD and unit managers assigned to the University shall be selected with prior approval of the University.

The University reserves the right, at any time, to require the Contractor to remove the FSD, chef, unit and catering manager(s), or other employees if at the sole discretion of the University the performance or conduct of the individual is found to be unacceptable.

The FSD, chef and unit managers assigned to the University shall not be changed more than once every two (2) years unless mutually agreed, and not without 30 days advance notice and replacement selection made which is acceptable

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to and mutually agreed by the University. These positions shall not remain unfilled. During any such search period for a FSD, his/her supervisor shall be on site at least five (5) days per week.

- 3.2.5 The Contractor shall recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the food facilities employed by the Contractor. The Contractor shall have adequately trained personnel to maintain the high-quality performance standards as required by the University. The Contractor shall ensure that critical positions (those that are necessary to open and operate the food facilities) will have adequate back-up employees to call in to cover for absenteeism.
- 3.2.6 The Contractor shall require employees to comply with all instructions, regulations, and codes of conduct as specified by the University. The Contractor's employees must comply with the University and the University policies as they relate to smoking on campus. The University is a drug-free environment.
- 3.2.7 The Contractor will comply with all federal, state, county and University regulations related to employment and compensation of personnel including those pertaining to federal and state employment taxes (including any and all social security, unemployment taxes, and worker's compensation payments).
- 3.2.8 The Contractor will comply with all federal, state, county, University, and local regulations pertaining to discrimination because of race, color, religion, sex, age, national origin, handicap (as defined in the 1990 Americans with Disabilities Act), or status as a Vietnam veteran (as defined and prohibited by applicable governmental law), in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities concerning food personnel. This fundamental rule of conduct, endorsed and followed by the University, will be clearly communicated by the Contractor to all the Contractor's employees and prospective employees.

In addition, each party affirms that it is an equal opportunity employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: the Rehabilitation Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

- 3.2.9 The Contractor shall require all employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations. The Contractor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, the Family Educational Rights and Privacy Act, Gramm Leach Bliley, FTC Red Flag Rules and other requirements applicable to higher education and may be amended including all regulations adopted pursuant thereto and in effect at the time of performance of service.

The Contractor will guarantee that all employees engaged in the handling and serving of food are:

- 1) clean, and wearing neat appearing attire, hairnets and footwear;
- 2) advised by their management on reporting illness;
- 3) in compliance with the health regulations of the Contractor; and
- 4) wearing appropriate food handling gloves during food service preparation.

When informed that an employee of the Contractor has a condition which reveals the existence of an illness or communicable disease that may affect the health and well-being of the student population or other condition which could affect the safe, sanitary, or healthful operation of the food service, the Contractor shall notify the University and will ensure that the said employee undergo an examination which would either verify or contradict the existence of the condition. If such condition is verified, the Contractor will not utilize the services of said employee at the food service until the condition of that employee returns to a healthful status as indicated in writing and signed by a physician.

The Contractor agrees that all employees will be dressed in clean, neat-appearing uniforms. The Contractor will ensure that its employees wear proper and neat-appearing footwear while working on the University premises.

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Employees of the Contractor shall be appropriately uniformed when performing their work assignments at the facility. The term "appropriate uniform" is interpreted to include all apparel, name tags, hats, hair nets, etc. The Contractor must submit samples of uniforms and other apparel of all service personnel for approval by the University. The Contractor must submit any proposed uniform modifications to the University for approval. Cost of the Contractor's employee uniforms will be borne by the Contractor.

- 3.2.10 The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.
- 3.2.11 The Contractor will restrict employees to assigned spaces during working hours and require them, when not working, to vacate the work site.
- 3.2.12 The Contractor shall assure that the Food Service Director or an immediate assistant will be on site at each location during all hours the food facilities are open, including catering services.
- 3.2.13 The Contractor shall bear financial responsibility for any vandalism or loss due to dishonest acts on the part of its employees.
- 3.2.14 The Contractor shall notify the University in writing of impending labor, employee, and vendor problems or any other circumstances that could adversely affect the operation of the food facilities.
- 3.2.15 The Contractor shall continue to provide services under the Contract in the event of strikes and other labor disturbances.
- 3.2.16 Individual training for employees is to be performed by the Contractor. At any time that a new employee is assigned to the University facilities, the Contractor shall provide immediate training as necessary, covering types of tasks performed in the assignment covered by the new worker.
- 3.2.17 The Contractor shall provide the University Contract Administrator with an up-to-date training schedule for all new employees. This training sheet, showing subject matter and tasks included in training, must be signed by the worker after receiving training.
- 3.2.18 The Contractor shall offer employment to the University students and observe the following guidelines:

Student employees on the Contractor's payroll shall be compensated at least at applicable minimum hourly wage rate. Wage rate shall not be increased without the mutual consent of the University and the Contractor, except as may be required to comply with any applicable law, regulation, ordinance, or court order.
- 3.2.19 The Contractor employees shall adhere strictly to the University's regulations concerning personal behavior as stated in the University's current Employee Handbook, and no such employees shall be assigned for work on the University's premises that are not acceptable to the University.
- 3.2.20 The Contractor employees shall undergo health examinations of sufficient frequency and stringency in order to comply with local, University and national health regulations. The Contractor shall submit evidence of such compliance to the University upon request.
- 3.2.21 The Contractor must complete successful criminal background checks on all employees at its sole cost. Contractor employees who drive vehicles must also have a driver history check performed annually in addition to the criminal background check. The University and Contractor will jointly determine specifications for successful checks, however, the University has sole authority on approval of background check criteria. If the Contractor's employee is granted permission to use University vehicles, he/she must abide by the University's fleet safety and vehicle use policy.

Contractor must certify that employees have the required Massachusetts background clearances as per the law, including the Federal Criminal History Record Information (FBI criminal background check), an Massachusetts Police Criminal Records Check or corresponding clearances from the adult's state of residence, if not Massachusetts, and an Massachusetts Department of Public Welfare Child Abuse History.

3.3 Spaces on Premises Available To the Contractor

Facilities will be provided as described herein. The available food space and facilities shall be returned to the University at the end of the Contract in a condition correspondent to the status existing at the time of entering into the Contract, or as improved during the term of the Contract, reasonable wear and tear excepted. It shall be the Contractor's responsibility to maintain the space in good condition throughout the term of the Contract in a manner befitting to the University and notify the University, in writing, of any maintenance problems beyond the scope of the Contractor's responsibility.

The University will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials, or equipment or for any of the Contractor's employees' personal belongings brought onto the premises.

3.4 Insurance & Indemnification (*Section Subject to Change*)

The Contractor shall procure and maintain at the Contractor's expense, during the period of the Contract, the insurance described in the following sub-paragraphs. Insurance shall be with a company or companies qualified to do business in the Commonwealth of Massachusetts with a Best Rating of A or better and a minimum financial size of the Class IX or better and acceptable to the University on the standard approved comprehensive General Liability Policy form. The Contractor shall furnish the University a certificate showing that such insurance is in effect. Insurance will not be canceled or reduced without at least thirty (30) calendar days prior notice is sent to the University. The policy is to be written on a standard approved Comprehensive and General Liability Coverage Form. Such notice is to be sent via certified mail. Thereafter, a certificate evidencing the renewal of each such policy shall be furnished to the University at least ten (10) calendar days prior to the expiration of the term of such policy.

All liability insurance policies shall name the University as the additional insured to include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the negligence or other fault of the Contractor, the Contractor's agents, representatives, and employees. The Contractor shall furnish certificates of insurance to the University in the following minimum limits:

3.4.1 Insurance & Indemnification

Contractor agrees to defend, indemnify, and hold harmless the state of Massachusetts, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Massachusetts Attorney General as a Special Assistant Attorney General as required under state law. Contractor also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred if the State prevails in an action

against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement

3.4.1.1 UMBRELLA/EXCESS COVERAGE

The minimum Umbrella/Excess coverage carried by the Contractor shall be \$10,000,000 per occurrence/aggregate.

3.4.1.2 COMMERCIAL GENERAL LIABILITY

Commercial General Liability including products liability and completed operations liability (including \$5,000,000 umbrella/excess liability coverage and Contractual liability):

- ◆ Bodily Injury & Property Damage Limited Combined Single:
- ◆ Aggregate Limit \$5,000,000 (Other than Products/Completed Operations)
- ◆ Each Occurrence Limit \$5,000,000

The policy shall provide primary coverage and shall be endorsed to name Salem State University as additional insured.

3.4.1.3 AUTOMOBILE LIABILITY

Automobile Liability for owned, hired, leased, and non-owned vehicles: Bodily Injury Property Damage - \$1,000,000 (each accident)

3.4.1.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation and Employers' Liability (Statutory Coverage and Limits)

- ◆ Employee Dishonesty \$500,000

3.4.1.5 LIQUOR LIABILITY

- ◆ Liquor Liability \$500,000

The certificate should also indicate that in the event of cancellation of any of the policies, 30 days prior written notice of cancellation will be given to the University.

3.4.1.6 ADDITIONAL INSURED

The University must be named as additional insured.

3.4.1.7 CERTIFICATE

An insurance binder letter or certificate of insurance must be filed by the Contractor's insurance agent in University's office at the address listed below. Annual policy renewals shall also be filed with the University at the address below. This insurance policy will be non-cancelable or reducible except upon thirty (30) days written notice to University.

3.5 Procurement

- 3.5.1 The Contractor shall procure all food and non-food items and cleaning supplies for all food service facilities described herein. The Contractor shall comply with all current and future exclusive or non-exclusive vended and non-vended carbonated and non-Carbonated beverage agreement entered into by the University.

- 3.5.2 The Contractor shall purchase all necessary smallwares, china, glassware, and flatware. Title to all such smallwares, china, glassware, and flatware shall rest solely with the University. The Contractor shall list china, glassware, silver, kitchen utensils, and tray replacement costs as "Operating Expenses." The Contractor shall reconcile all china (if any) and smallwares annually owned by University and shall jointly agree to required inventory levels. Contractor shall maintain the required inventory levels and charge the expense of replacements as an operating expense. Reconciliation of inventories should be on an annual basis at the end of each fiscal year.
- 3.5.3 The Contractor shall engage in competitive specification buying. However, food or supplies may be procured from a facility operated by the Contractor or a parent corporation provided that such food and supplies are acceptable with respect to quality and competitive price.

The general minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

- ◆ All meats, meat products, poultry, poultry products, and fish must be Government inspected.
 - ◆ Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
 - ◆ Pork shall be U.S. No. 1.
 - ◆ Poultry shall be U.S. Government Grade A.
 - ◆ Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally-distributed brand, packed under continuous inspection of the U.S.D.A.
 - ◆ Dairy products:
 - ◆ Cage-free Eggs – fresh U.S.D.A. or State graded "A"
 - ◆ Butter – U.S.D.A. Grade "A" (92) score
 - ◆ Cheese – U.S.D.A. Grade "A" for all graded cheese
 - ◆ Milk and Milk Products – U.S.D.A. Grade "A"
 - ◆ Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
 - ◆ Dry stored items and canned goods – Grade "A" fancy.
 - ◆ Frozen fruits and vegetables – U.S.D.A. Grade "A".
 - ◆ All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.
- 3.5.4 Equipment Provided by the Contractor

Subject to written approval by the University, any equipment not furnished by the University and deemed necessary by the Contractor must be provided by the Contractor. All equipment provided (and owned) by the Contractor shall remain the Contractor's property, subject to written approval by the University, until expiration of the Contract at which time the University reserves the option to purchase some or all of the Contractor's equipment at the lower of either the depreciated cost or its fair market value.

3.6 Sanitation & Safety

- 3.6.1 The Contractor shall maintain, at all times, the University's food facilities in a clean and sanitary manner in accordance with all federal, state, and municipal laws, codes and regulations. The Contractor will train all employees to follow a "clean-as-you-go" policy. The food facilities are subject to inspection by City, County, and State authorized health department officials, fire department, and other agencies relative to safety requirements.

The Contractor shall not use the drain disposals to dispose of food particles. Dishes and smallwares must be wiped off into appropriate waste receptacles prior to washing.

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The Contractor is responsible to notify the Contract Administrator, in writing, of any potential violations which, under terms of the Contract, University carries the responsibility to correct. The Contractor is responsible to pay all fines immediately and notify University within 24 hours of receipt of any notice of fine(s).

- 3.6.2 If the Contractor notices any condition which is unsafe, unhealthy, or in any other way would cause an accident, the Contractor shall make or cause to be made appropriate repairs to remedy the condition. If correction of the condition will take more than routine attention, then the Contractor agrees to notify the Contract Administrator immediately.
- 3.6.3 The Contract Administrator shall be notified immediately of any accidents or safety hazard. The Contractor and its employees, agents, or subcontractors agree to abide by and practice all University and local safety standards and regulations, including adherence to the minimums of the University’s safety protocols. The Contractor shall take all necessary and proper precautions to protect the safety of employees and other persons and to protect all property from any damages from whatever cause. Contractor shall comply with all federal, state and local safety regulations to include but not limited to E.P.A., D.E.P., D.O.T. and O.S.H.A. mandates and regulations. Contractor will be responsible for all federal, state and local permits in connection with services they provide. The Contractor shall be responsible for any violation of any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees and employees harmless from any fine, penalty, or liability in connection therewith.
- 3.6.4 The Contractor and any subcontractors shall give access to the authorized representatives of the Secretary of Labor for the purpose of inspecting or carrying out any of the Secretary’s duties under the Occupational Safety and Health Act of 1980, as amended. The Contractor shall be responsible for any violation of the Act or any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The Contractor shall defend and hold the University, its officers, trustees and employees harmless from any fine, penalty, or liability in connection therewith.
- 3.6.5 The Contractor shall adhere to the following minimum standards and guidelines in the preparation, production, and service areas:
 - ◆ Clean all kitchen surfaces and equipment as well as server counter and dining room tables on a continuous basis and following each meal period.
 - ◆ Contractor will recycle and compost according to University sustainability regulations and policies, and costs shall be borne by University.
 - ◆ Keep public areas free from hazardous conditions.
 - ◆ Adhere to sanitation regulations for ware washing, recommended temperatures, or the use of chemical sanitizers.
 - ◆ Clean kitchen and service area floors, walls, and vents as required.
 - ◆ Monitor the dining tables and areas before and during service hours to maintain dining rooms in a clean and orderly fashion.
 - ◆ Dining room floors will be vacuumed (in carpeted areas) and mopped (in non-carpeted areas) after every meal period or as needed by the Contractor. Dining room carpets will be hot water extracted/cleaned as needed and a minimum of once per term and non-carpeted areas finished and buffed to a shine as needed.

Item	Minimum Cleaning Frequency	Quality Outcome
Walls	Weekly	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency

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		<ul style="list-style-type: none"> • Free of dust, grit, lint, soil, film & cobwebs • Walls & ceilings free of marks caused by furniture, equipment, staff or residents. • Light switches are free of fingerprints, scuffs & any other marks • External light covers and diffusers are free of dust, grit, lint & cobwebs • Polished surfaces are of uniform luster.
Windows	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Internal surfaces of glass, and surfaces of entrance vestibules and patio glass are clear of streaks, spots & marks, including fingerprints and smudges. • Interior window frames, tracks, ledges are clear and free of dust, grit, marks and spots. • No soil film accumulation on inside of glass • Window sills are free of dust
Doors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Free of dust, grit, lint, soil, film, fingerprints and cobwebs • Door & doorframes are free from marks (finger marks, soil) caused by furniture, equipment, residents or staff • Air vents, relief grills and other ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs and other marks • Door tracks and door jams are free of dust, lint, grit and other debris, frame is free from soil build-up • Push or kick plates are free of soil and grit & polished where applicable • Polished surfaces are of uniform luster
Hard Floors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Free from dust, grit, litter, marks and spots, water or other liquids

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		<ul style="list-style-type: none"> • The floor is free from polish or other build-up at the edges and corners or in traffic areas • Free of spots, scuffs, streaks or scratches in high traffic areas, around furniture & pivot points, no formation of traffic lane marks • Areas such as edges, corners & around furniture are free of dust, grit, lint & spots • Polished or buffed floors are of a uniform luster where appropriate
Carpeted floors	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Spot cleaning daily • Carpeting is clean, free of litter and soil marks • No evidence of lint in corners, edges or under furniture • Carpeting is well maintained (no torn or badly worn spots or crushed traffic lanes)
Equipment used to prepare food and beverages	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Levels of cleanliness and sanitization comply with the Public Health Department guidelines
Other Equipment (other than Furnishings)	Daily	<ul style="list-style-type: none"> • This quality outcome shall reflect the established cleaning frequency • Free of grease, dirt, dust, lint, marks, stain, soil and cobwebs • Hygienic standards are satisfied where the fixture or appliance is used in food preparation • Range hoods (interior & exterior) and exhaust filters are free of grease and dirt on inner and outer surfaces • Motor vents, etc are clean and free of dust and lint

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Furnishings	Daily	<ul style="list-style-type: none">• This quality outcome shall reflect the established cleaning frequency• Horizontal and vertical surfaces are free from spots, soil, film, dust, fingerprints & spillage• Furniture legs, wheels & castors are free from mop strings, soil, film, dust and cobwebs• Edges, corners, folds & crevices are free of dust, grit, lint and spots.• Accessible surfaces are free from dust, lint and cobwebs
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3.7 Equipment Maintenance

The Contractor shall be responsible for the cost of equipment maintenance and repair in all foodservices locations up to \$50,000 per year. Any costs beyond \$50,000 shall be split 50/50 between the Contractor and the University.

3.8 Menus & Prices

3.8.1 The Contractor shall be responsible for providing a variety of high-quality and nutritious foods at reasonable prices at the dining facility. The focus on increased wellness options and marketing as such should be the Contractor's constant focus. The following should guide menu development:

- ◆ Develop innovative menus which emphasize variety, nutrition awareness, and quality.
- ◆ Utilize food displays and merchandising techniques to ensure customer satisfaction.
- ◆ Offer menus that complement the stature of the University integrated with the realistic need to economize on space, utilities, and labor costs.
- ◆ Be responsive to changing meal trends and patron preferences.
- ◆ Be able to produce the menus with the proposed staffing plans submitted by the Contractor and the equipment available on the University' premises as specified.
- ◆ Distribution: The Contractor will post each week's menu one week in advance at the entrance of the cafeteria and distribute weekly menus throughout the campus and online.
- ◆ Menus shall include vegetarian and Vegan entrées and ethnic specialties.
- ◆ Menu prices and plan rates shall not increase without the permission of the University. Price increases shall not increase any higher than the Regional Food-Away-From-Home Consumer Price Index (CPI). All retail prices shall be competitive with results of annual local market basket comparison conducted by the Contractor.

3.8.2 Menu Boards: For all operations, a minimum of two menu boards will be prominently displayed at the service areas. Descriptions of daily specials are to be graphically merchandised on 8 ½" x 11" or similar card stock placed at the individual entrances to each unit.

3.8.3 Web Page: Contractor shall maintain web pages or website linked to the University website with current and useful information for the University community. Posted items include operational hours, menus, administrative contacts and

phone numbers, policies and practices (meal card, take-out, etc.), description of dining venues, and Green practices. This list is not meant to be all inclusive, and creative use of web technology for improving communication to the campus is highly encouraged.

- 3.8.4 Portions/Pricing: It shall be the responsibility of the Contractor to review, establish, and propose the pricing and portion sizes of all items available for sale in the food facilities with final review and approval by the Contract Administrator prior to posting or changing prices.
- 3.8.5 Special Diets: The Contractor shall provide any medically-necessary special diets for meal plan participants when prescribed and approved in writing by a medical doctor and the University.
- 3.8.6 Cost per Student per Day and Procedures: Specific procedures and rates for partial service days, interruption of service (which involves refunds), guest meal rates, no show refunds (those who drop out of the plan), and other procedures will be specified by the University. (The rates for the term of this Contract are detailed in the Contractor's bid submittal Cost Information and Financial Statements, provided as part of the bid submittal spreadsheet.)

3.9 Emergency Procedures

3.9.1 The Contractor shall provide the University Contract Administrator and the Salem State University Police Department with the names and phone numbers of the three management individuals who will be available at any time to call in the case of emergencies. At least one of these individuals must be available by phone 24 hours a day, seven days a week. These individuals are:

- 1) Name _____ Phone _____
- 1) Name _____ Phone _____
- 2) Name _____ Phone _____

3.9.2 Fire and Other Emergencies: In the event of fire or other emergencies, the Contractor's employees shall immediately pull the fire alarm closest to the location of the fire and immediately call 911. The Contractor shall develop plans and train all employees to respond to fire, civil defense, bomb threats, and other emergencies based on procedures established by the University and will share with the University upon request.

3.10 Safety & Security

The Contractor and all employees shall comply with all University rules and regulations governing access to and conduct on the University's property. The Contractor shall furnish its personnel with identification required for entrance to or exit from the described premises during normal work hours. It shall be the responsibility of the Contractor to return employee identification within one day of the employee's departure for personnel no longer employed at the facility or for employees removed from the premises at the request of the Contract Administrator.

University may issue its ID card to the Food Service Director if access to buildings is deemed necessary. This ID, if issued, will be valid only during his/her assignment at the University. The University also may revoke this privilege at any time without notification.

3.10.1 The Contractor shall have the responsibility for determining that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operation within the food and beverage spaces. The areas under the

Contractor's food service facilities and spaces shall be the Contractor's responsibility relative to security during the scheduled hours of operation. The University shall issue all necessary keys to the Contractor. Any loss due to non-compliance will be the sole cost, not reimbursable by the University, of the Contractor.

- 3.10.2 Fire Safety and Compliance: Contractor shall be responsible to assure compliance with all Massachusetts Commonwealth, federal and international fire codes (including, but not limited to the 2006 International Construction Code (ICC), 2006 International Fire and Building Codes (IFC, IBC) governing the dining faculties and operations (excluding building structural and building engineering systems which the University is responsible for). Contractor shall assure that all contractor employees shall comply with all University and Massachusetts Commonwealth rules and regulations regarding fire safety, including but not limited to fire safety training and education and fire safety inspections. Further, Contractor shall be liable for payment of any fines levied to the University as a result of Contractor's staff failure to comply with Massachusetts Commonwealth fire codes.

Contractor's employees are required to be trained in the use of portable fire extinguishers, equipment for operational safety and be aware of the University's fire safety/emergency plan

3.11 Damages, Injury & Thefts

- 3.11.1 Damages/Injuries: The Contractor shall give the University and the University Security Department immediate notification and follow such report with prompt written notice of any fire or damage occurring to the premises and a copy of all notices received of any claim for bodily injury occurring within any building.
- 3.11.2 Vandalism and Thefts: Where vandalism or thefts occur to the Contractor's machines, equipment or operations, it shall be the sole responsibility and liability of the Contractor to insure, repair or replace damaged or stolen equipment at the Contractor's expense within forty-eight (48) hours. All vandalism shall be reported to the University Contract Administrator and University's Security Department immediately upon discovery.

3.12 Theft & Loss Liability

The University will not be responsible for any of the Contractor's internal losses or thefts, and any such losses must be borne solely by the Contractor out of its own funds; they may not be used to diminish or be absorbed by the profits of this Contract.

3.13 Garbage Removal, Composting & Recycling

All trash collected by the Contractor must be removed by the Contractor at the time of collection, separated according to classification, and sent to areas designated by the Contract Administrator. All articles and/or material designated as trash must be removed to designated areas as requested, in containers approved by the University. The University shall be responsible for the cost associated with all trash removal and pickup.

- 3.13.1 Employees handling hazardous waste must be trained in the handling of hazardous wastes and universal waste. The Contractor shall coordinate with the Universities EH&S team, properly arrange and dispose of said waste streams, and the costs of disposable are to be borne by the Contractor Any cost, penalty or liability for non-compliance will be borne solely by the Contractor and may result in Contract termination as determined solely by the University.

3.14 Operating Budget

Board rates will be set by the University, usually in January. On or before November 1st of each year, the Contractor shall submit to the University Contract Administrator a complete budget for each unit, by month, with estimated sales, food costs, revenues, and expenses for the University's next fiscal year (July 1 to June 30) in a mutually agreed format. The Contractor and University will meet to review the budget annually with the intent of agreeing on an operating budget for the upcoming year. All operating budgets are subject to approval by the University.

3.15 Audit of Facility

The Contractor shall keep accurate, complete and current records of all revenues and expenses in connection with the operation of the food facility locally in the University offices in a mutually agreed upon format. Such revenues and expenses shall be supported by cash register tapes, invoices, sales slips, bills, vouchers, payroll records, purchase orders, and other pertinent records that, under recognized accounting practices contain information bearing upon or relating to cost, income, gross sales, or profits. This information shall be available for seven (7) years subsequent to the Contractor's fiscal year for inspection on University premises by the University during regular working hours and shall be subject to audit by the University or its agents at any reasonable time at no cost.

Documents requested by the University shall be delivered at the Contractor's expense to a University designated site within ten (10) working days. Any such audit shall be paid for by the University, unless such audit shall determine that there is a deficiency in the payment of funds due to the University for an academic year in excess of 0.5% of the profits theretofore computed and paid by the Contractor for each academic year. In such latter event, the Contractor shall pay the full cost of such audit.

The parties understand that this Contract will be subject to Section 952 of the Omnibus Reconciliation Act of 1980 and its corresponding regulations at 42 C.D.E. Part 420 if the Contract includes furnishing of services at a cost or value of \$10,000 or more over a twelve (12)-month period. Pursuant to such statute and regulations, the Comptroller General of the United States, the Secretary of Health and Human Services or their duly authorized representatives shall have access to this Contract and any other books, documents or records necessary to verify the cost and services provided hereunder for a period of four (4) years following the rendering of such services.

In addition, if any of the duties of this Contract are carried out through a Subcontract with a related organization, with a value or cost of \$10,000 or more over a twelve (12)-month period, access is similarly required to the Subcontractor's books, documents, and records related to the rendering of these services. Such Subcontract shall be in writing and shall contain a similar access clause to that herein.

The Contractor shall be subject to periodic, unannounced operational audits of the food facilities by the University, or an agent authorized by the University. The audit shall specifically include a comprehensive review of:

- ◆ Service quality, attentiveness, courteousness, etc.
- ◆ Food quality, presentation, merchandising
- ◆ Sanitation practices and conditions
- ◆ Personnel appearance
- ◆ Training program techniques, schedules, and records
- ◆ Safety conditions
- ◆ Operation performance from a financial perspective
- ◆ Other related operational conditions and/or practices

A report as a result of the financial and operational audits will notify the Contractor of conditions needing correction or improvement Contractor will have five (5) days to respond and address corrections of any and all deficiencies.

3.16 Performance Review Meetings

Contract Administrator and student committees shall meet regularly with the Contractor's Food Service Director to evaluate food service, focusing on customer comments and providing information relating to necessary changes or improvements.

- 1) University advisory groups shall conduct food preference surveys at least once during each semester, assist in and act as liaisons to the Contractor to communicate customer reaction to the meals and service provided pursuant to this Agreement.
- 2) The Contractor's off-campus supervisor (i.e. district, regional supervisor) shall attend student committee and /or food service administration staff meetings as requested by the University.
- 3) The Contractor shall meet with the students and student groups, at least once per semester; actively solicit student, staff, and faculty opinions about food service; conduct informal discussions with students, staff, and faculty as they eat in the dining areas; observe reactions and listen to customers about the food, menu, and environment as customers pass through the service areas; and provide and install suggestion boxes and forms as determined by the University and post and respond to all reasonable suggestions. Copies of the suggestions and the Contractor's responses shall be provided to the University for approval prior to posting.
- 4) The Contractor shall have a monthly meeting with representatives from the University. The purpose of these discussions are to discuss short and long term issues, ideas or other programmatic matters.

3.17 Reporting and Monitoring Mechanisms

Contractor will be required to provide the Contract Administrator with a one to two-page executive summary monthly providing updates on the menus, customer satisfaction, program changes and key financial metrics (e.g. revenues, food costs, student meal participation, etc.). Failure to provide this information will result in a financial penalty of \$1,000 per occurrence, up to a maximum of \$10,000 each Contract Year. Contractor will provide up to \$10,000 in potential penalties per Contract Year tied to any underperformance tied to reporting or the established Key Performance Indicators (refer to Attachment 8).

The Contractor will be required to provide the Contract Administrator with a monthly one or two-page narrative report with metrics on the following (other criteria may be established prior to the signing of the Contract):

- ◆ Health inspection reports
- ◆ Food cost trends including cost per plate
- ◆ Franchisee compliance scores received
- ◆ Labor cost trends
- ◆ Meal plan meal participation rates, by meal period
- ◆ Mystery shopper reports
- ◆ Independently third-party survey scores
- ◆ Local purchasing benchmarking status

- ◆ Sustainable practices status
- ◆ Monthly report, budgets and plans
- ◆ Sales reports by location and transaction type in Excel format
- ◆ List of any requested service/product returns and refund requests with documented reasons for requests

By August 1st, 2019, and by May 1st of each subsequent Contract Year, Contractor will provide an annual measurement tool(s) or KPI's that will allow University and Contractor to proactively measure/monitor quality (service, food, etc.) as well as meal plan perception and satisfaction, on a month-to-month, and year-to-year basis as well as. The intent of the reporting mechanism will be to create measurable goals that both parties can use to monitor and ensure progress in multiple key categories throughout the contract term.

Towards the end of each Contract Year, Contractor will have a meeting with the Contract Administrator at each University to discuss, and document in writing, the positives and negatives from each year. This collaborative discussion will focus on ways to ensure that the positives from the previous year are preserved and emphasized in the next Contract Year, and that there is a strategy to eliminate or reduce any negative feedback from the previous year. In addition to the items outlined above, this will provide an overall annual action plan and score card going into the next Contract Year for both parties to review and implement.

3.18 General Accounting

The Contractor shall operate on the basis of a fiscal year (July 1 to June 30) consisting of twelve (12) accounting periods. All departmental charges (from Catering Services) must be submitted to the Contract Administrator with the monthly financial reports. The Contractor is to submit all invoices electronically utilizing protocols determined by Salem State University. Invoices will be submitted monthly with no prepayment requirement. Invoices shall include substantiated reports for compensation of Dining Dollars and ClipperCash transactions in Contractor operated facilities.

Within the fifteenth 15th working day following the close of each accounting period, the last day of the month, the Contractor shall furnish the Contract Administrator with a statement of gross sales and expenses in connection with the operation of the food facilities covered by the Contract, showing on a monthly and year-to-date basis the actual and budgeted food costs, labor costs (including the account manager), fringe benefits, payroll taxes, and expenses which are properly allocable to the operation. All operation statements shall be accompanied by respective commission payments to the University. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements. Any payment required of the Contractor if not paid within thirty (30) calendar days of the due date, shall bear interest at the rate of two percent (2%) per annum, but not greater than the rate allowed by law.

The Contractor shall not hold the University responsible for the serving of a student after it has been notified by the University in writing that the student has withdrawn from the meal plan. Upon receipt of an appropriate statement concerning the number of participants per day in each meal plan, the University shall pay the Contractor within thirty (30) calendar days of food and service provided under the Contract Dining Specifications portion of this Contract.

The Contractor will report revenue and allocate expenses and present separate operating statements for all current and future food service venues on the campus including the following:

Consolidated Revenue Statement

- ◆ Meal Plans
- ◆ Cash Sales

Consolidated Revenue and Expense Statement

- ◆ Residential Dining Locations
- ◆ Retail Dining Locations
- ◆ Catering
- ◆ Camps & Conferences
- ◆ Concessions

Detailed Revenue and Expense Statements

- ◆ Residential Dining Locations
- ◆ Retail Dining Locations
- ◆ Catering
- ◆ Camps & Conferences
- ◆ Concessions

The Contractor shall maintain quarterly inventory and shrinkage records, in a format specified by the University, of all smallwares and monthly inventory, purchase, and usage records of food, provisions, and supplies. The quarterly inventory shall be submitted to the Contract Administrator. On the anniversary date of the Contract or the termination date of the Contract, a joint inventory of all equipment and smallwares shall be taken.

3.19 Prior Notice of Impending Labor Disputes

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of work under the Contract, the Contractor shall immediately give notice thereof to the Contract Administrator.

3.20 Labor Relations

The Contractor shall be responsible for its own labor relations with any trade represented among its employees and shall negotiate and be responsible for adjusting all disputes between itself and its employees or any union representing such employees. Those provisions shall be extended by the Contractor to all Subcontracts.

The Contractor specifically agrees that it is an independent Contractor and an employing unit subject as an employer to all applicable unemployment compensation, occupational safety and health, or similar statutes so as to relieve the University of any responsibility or liability for treating the Contractor's employees as employees of University for the purpose of their safety or of keeping records, making reports, or paying any payroll taxes or contribution; and the Contractor agrees to indemnify and hold harmless the University and reimburse it for any expense or liability incurred under said statutes in connection with employees of the Contractor.

3.21 Assignment of Responsibilities

Contractor may not assign or otherwise transfer or delegate any right or duty without SSU's express written consent. However, the contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

3.22 Licenses, Permits & Taxes

The Contractor shall, without additional expense to the University, be responsible for obtaining any necessary licenses (including liquor licenses), and bonding to comply with University regulations, and municipal, county, University, and federal laws (including all sanitation laws), and shall assume liability for all applicable taxes including, but not restricted to sales, property, and beverages in connection with the performance of services specified herein.

The Contractor shall pay all ad valorem taxes, real property taxes or others, licenses, Workmen's Compensation Insurance, and unemployment compensation that may be imposed upon or as a result of operating of food services by the Contractor.

4. Article 4 - Responsibilities of the University

4.0 Contract Administration

The University will engage the Contractor to operate the food services at the University's campus facilities.

The FSD shall interface at the site with the University's Contract Administrator or his or her designee. The designated Contract Administrator may be changed at the option of the University by a written notice to the Contractor without a formal Contract amendment. All notices, requests, and other formal communication under the Contract shall be given to or by the Contract Administrator. All services rendered under the Contract are subject to the final approval of the Contract Administrator.

4.1 Changes

The University may, at any time, issue a written order making changes within the general scope of the Contract. An equitable adjustment shall be made if any changes cause an increase or decrease in the Contractor's cost. Such written requests/authorizations affecting the terms and conditions of this Contract are to be issued and signed by the Contract Administrator.

Notification of any claim for adjustment of the Contract under this provision must be presented in writing to the Contract Administrator within thirty (30) calendar days from the date such changes are ordered. Such claim shall further be itemized and supported by any documents or information as the Contract Administrator may require and be submitted within an additional thirty (30) calendar days. The Contractor's rights for any adjustments in the Contract shall be deemed waived unless its claim is submitted in accordance with the above requirements. Nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

4.2 Facilities

The University shall, at its expense, assume the following responsibilities under the Contract:

- 4.2.1 Provide, install, and permit the Contractor to use the major food equipment provided at the University. Equipment that is no longer needed for the Contract operations may be withdrawn by the University. The University will replace equipment which the University has provided as the University deems necessary. Ownership of all equipment provided by the University under the Contract shall be vested in the University.
- 4.2.2 The Contractor shall be responsible for purchasing and providing the inventory of all smallwares. The University will provide what it currently owns and any additions to the par will be the responsibility of the Contractor. Title and ownership of all the additions and subsequent purchases belongs to the University, including but not limited to china, glassware, flatware, trays, and kitchen utensils. The Contractor shall be responsible for furnishing like replacements as necessary to assure continuity of operation. Such replacements will be the property of the University. The Contractor shall lease the point-of-sale systems.
- 4.2.3 Items initially furnished by the University as specified in the sections above shall be listed on a basic inventory approved jointly by the University and the Contractor at the start of the Contract. Subsequent changes, additions, or deletions to the basic inventory shall be in writing and approved jointly by the parties. On the annual anniversary date

of the Contract and at the termination date of the Contract, a joint inventory shall be taken by the University and the Contractor to verify the correctness of the inventory.

- 4.2.4 The University will provide adequate ingress and egress, including reasonable access to the corridors, passageways, loading platforms, and elevators. The Contractor needs to ensure that egress is maintained.
- 4.2.5 The University will maintain and repair the building structures in the areas assigned for the Contractor's use, including painting; the maintenance of water, steam, sewer and electrical lines, grease traps, ventilation, and air conditioning; electrical lighting fixtures; space heating systems; walls and ceilings; provided that the Contractor shall bear the expense of repairs necessary because of his own or his employees' fault or negligence. The Contractor is responsible to notify the University, in writing, of any conditions which require correction in order to meet Health and Safety codes.
- 4.2.6 The University will provide sanitary toilet facilities for the Contractor's employees.
- 4.2.7 The Contractor will provide custodial services and certain general building and equipment maintenance, including the major cleaning of ceilings, carpets, walls, windows, light fixtures, draperies, blinds, and vents in the service and dining areas, except as otherwise provided herein. The cleaning of all assigned food service spaces including the kitchen, service area, dining area floors, office, dining rest rooms, ceilings, walls, and vents are the responsibility of the Contractor. The cost of building and equipment maintenance or repairs resulting from the acts or omissions of the Contractor or its employees shall be paid by the Contractor.
- 4.2.8 The University will provide office space and furnishings for administrative activities such as purchasing, invoice reconciliation, payroll, and menu pricing. All existing office furnishings will remain University property. All computer equipment will be the responsibility of the Contractor. The available food space and facilities shall be returned to the University at the end of the contract in a condition correspondent to the status existing at the time of entering into the contract, or as improved during the term of the contract, reasonable wear and tear excepted. The University will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials, or equipment or for any of the Contractor's employees personal belongings brought onto the premises.

The Contractor will be responsible for setting and placement of furnishings in dining halls and at select catered events.

4.3 Utility Outages

The University cannot guarantee the uninterrupted provision of the above utilities and service except to ensure that all reasonable and diligent efforts will be pursued in restoring the interrupted service. The University shall not be liable for product or revenue loss which may result from the interruptions or failure of the above service.

5. Article 5 - Restrictions to the Contractor

5.0 Removal of Equipment

The Contractor may not remove any University equipment from the premises without written permission from the Contract Administrator.

5.1 Advertising

The Contractor will maintain all terms and conditions of this Contract in the strictest of confidence and will not in any manner use the designated University food service facilities for advertising, publicity, marketing, or public relations purposes without the prior written approval of the Contract Administrator.

5.2 University Use of Facility

The University reserves the right to use the dining area of any food service facility covered under this Contract at any time for special occasions, meetings, or other assemblies. After each use, the space will be cleaned and rearranged without any additional expense to the Contractor.

5.3 University's Access to Facility

The University and its authorized representatives shall have, at all times, access to spaces assigned to the Contractor. The University will maintain a complete set of keys to the facilities. The University shall provide keys to the Contractor for any new equipment, key, or lock changes. Should the Contractor purchase an item that will be locked, the University shall be provided with all necessary keys. Contractor and its employees are subject to facility access policies and procedures established by the University.

5.4 Spatial Modifications

The Contractor shall not perform any modifications to the food service facility without the prior written approval of the University. The University will consider reasonable suggestions from the Contractor for modifications desired but will decide upon them at its sole discretion. Any major modifications or renovations to existing structural, electrical, ventilation or other building systems will be performed by the University consistent with University standards and procedures.

5.5 Unauthorized Use

The Contractor may not prepare food and/or beverages on the premises for sale or use for any purpose not covered by this Contract, unless approved in writing by the University in advance.

5.6 Hiring or Use of Employees

The Contractor and the University mutually agree not to hire any of the other's management employees for the length of the Contract and for the first full year thereafter, without prior approval of the other.

6. Article 6 - General Terms

6.0 Term of Contract

6.0.1 The term for contract services will be for ten (10) years and will commence July 1st, 2019.

Options will be exercised at the sole discretion of University, unless terminated before then by the University.

6.1 Governing Laws

The construction, interpretation, and performance of this Contract and all associated or resultant transactions shall be governed by the laws of the Commonwealth of Massachusetts. All negotiations for dispute resolutions with regard thereto shall occur within the Commonwealth of Massachusetts.

6.2 Documents Are Binding

The RFP, bid response, bid response addenda and supplemental agreements as defined in 1.1.4 represent Contract Documents. If conflicts in the Contract Documents exist between separate documents, the language in the Contract will take precedence.

6.3 Provisions Separable

Each provision of this Contract is separable from the whole and, if one provision is held invalid, the remaining provisions shall remain in effect.

6.4 Amendments to This Contract

The terms and provisions of this Contract shall not be changed or terminated orally. No oral statement of any person shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Contract.

6.5 Extras

Except as otherwise provided, services that are not required under this Contract will not be compensated for unless such extras and the prices for them have been authorized in advance in writing by the University.

6.6 Termination of Contract

6.6.1 Termination without Cause

The University may terminate this agreement without cause upon no less than ninety days (90) calendar days' written notice. Upon any such termination, the occupancy of University premises will end; and the Contractor agrees to waive any claim for damages, including loss of anticipated remuneration in any form.

The Contractor may terminate this agreement without cause upon no less than one hundred and twenty days (120) calendar days' written notice. Termination shall be scheduled so that it does not fall prior to the end of a semester. Upon any such termination, the occupancy of University premises will end; and the Contractor agrees to waive any claim for damages. All fees due to Contractor will be prorated in accordance with the date of termination and Section 7.

6.6.2 Termination for Cause

In the event that the Contractor defaults or fails to observe the terms and conditions of this Contract in any material aspect, the University will have the right to do any one or more of the following:

6.6.2.1 NOTICE OF DEFAULT

Give the Contractor notice of the default, required corrective action, and the time period within which corrective action is required to avoid immediate termination of this Contract;

6.6.2.2 THIRTY CALENDAR DAYS NOTICE

Give the Contractor thirty (30) calendar days' notice of its intention to terminate this Contract for cause. Thirty (30) calendar days thereafter, this Contract and the Contractor's occupation of the premises will end regardless of any corrective action by the Contractor.

6.6.2.3 IMMEDIATELY TERMINATE CONTRACT

Immediately terminate this Contract, if, in the sole discretion of the University, the default or failure to observe terms and conditions is so egregious as to warrant immediate termination. Upon such termination, the Contractor's rights to occupy the premises will end forthwith.

In the event that the University defaults or fails to observe the terms and conditions of this Contract in any material aspect, the Contractor will have the right to terminate the Contract after notifying the University of the actions required to correct the problem, and giving the University thirty (30) calendar days to correct the problem.

6.6.2.4 RETURN OF FACILITIES UPON TERMINATION

The Contractor will relinquish occupancy of the food facility to the University upon the effective date of termination and will return all facilities, equipment, and other items furnished by the University in the condition in which received, reasonable wear and tear excepted.

Additionally, the University will have the option, to be exercised at its sole discretion, of buying, at the lower of either the depreciated cost or fair market value, some or all equipment owned and used by the Contractor in operating the University facility, if any. The Contractor will be responsible for all losses and damages to the food facility resulting from its default, failure, or negligence during the term of this Contract.

6.6.2.5 DAMAGES TO FACILITIES AND EQUIPMENT

If, within thirty (30) days of termination of this Contract, the University determines that any part of the facilities and/or equipment are damaged, and that such condition was not readily evident at the time of the termination, the University reserves the right to have the (prior) Contractor pay for repairs to said damaged facilities and/or equipment. This clause shall survive the expiration of this Contract.

6.7 Notices

Any notices required to be delivered hereunder shall be deemed to have been sufficiently given under the following conditions:

6.7.1 If given by the University to the Contractor, it shall be sent by certified mail addressed as follows:

6.7.2 If given by the Contractor to the University, it shall be sent by certified mail addressed as follows:

Ben Szalewicz
Associate Vice President for Capital Planning and Business Affairs
Salem State University
352 Lafayette St
Salem, MA 01970

7. Article 7 - Financial Arrangement (To Be Determined Upon Selection of Awardee)

7.1 Introduction

The following terms and conditions set forth the financial arrangements hereby agreed upon by the University and the Contractor governing the food service operation. All terms and conditions apply specifically to revenues, operating expenses, compensation, and net gain/loss on operations.

7.2 Capital Investment and Compensation

7.2.1 The Contractor shall pay the following guaranteed commissions and compensations to the University for use of the facilities for all food service operations. A five (5) year guaranteed commission package based on the greater of the percent of board and retail revenue or the amount listed in each year below.

7.2.2 Capital Investment by Contractor

To Be Determined

7.2.3 Commissions on all operations

To Be Determined

7.2.4 Board Rates

◆ Anytime Dining Plan:

7.2.5 Partial Service Days

◆ Charges for partial service days at the beginning or end of an academic term or vacation period shall be based on a fraction of the resident dining rate as follows:

- ◆ Breakfast: 20% of rate
- ◆ Lunch: 30% of rate
- ◆ Dinner: 30% of rate
- ◆ Overnight: 20% of rate

= If the minimum menu profile is not complied with during any meal period, then the menu period will be considered non-compliant, the University will not be required to pay the Contractor for that day part.

7.2.6 Door Rates

◆ Door Rates at Marsh Anytime Dining/Social Engagement Commons and Lower North Anytime Dining/Social Engagement Commons:

- ◆ Faculty / Staff
- ◆ Breakfast (7 a.m. – 11 a.m.): \$ _____
- ◆ Lunch (11 a.m. – 5 p.m.): \$ _____
- ◆ Dinner (5 p.m. – Midnight): \$ _____
- ◆ Overnight (Midnight – 7 a.m.): \$ _____

- ◆ Day Passes at Marsh Anytime Dining/Social Engagement Commons and Lower North Anytime Dining/Social Engagement Commons: \$_____
- ◆ The day passes vary from traditional guest passes in that they would allow non-meal plan holders unlimited access over a 24 hour period to the Marsh Anytime Dining/Social Engagement Commons and Lower North Anytime Dining/Social Engagement Commons.

7.2.7 In-kind Compensation Provided Annually:

- ◆ Pending

7.3 Operating Budget

On or before November 1st of each year, Contractor shall submit to the Contract Administrator or his designee a complete budget for each unit, by month, with estimated sales, food costs, revenues, and expenses for the University's next fiscal year (July 1 - June 30) in a mutually agreed format. Contractor and University will meet to review the budget with the intent of agreeing on an operating budget for the upcoming year.

7.4 Financial Reports

On a weekly basis, Contractor shall provide to the University detailed operating statements, in a mutually agreeable format for both parties, (to include sales, food costs, labor, direct costs, service management fee) showing all income and expenses for each of Contractors' operating cost centers at the University showing activity for the statement period and a year-to-date summary. The year-to-date summary shall be for the Agreement year. Contractor shall maintain books and records in accordance with generally accepted accounting principles. The operating statements submitted by Contractor may reflect certain internal charges and allocations, which are applied on a consistent basis to Contractor accounts. Contractor shall retain all such records for a period of Seven (7) years. This provision shall survive termination of this Agreement.

7.5 Authorized Operating Expenses

Customary expenses, attributable directly to the operation of the University's food services, shall be paid for by the Contractor as a cost of business to be offset by revenues and reimbursed services. Expenses are considered to be usual food service net operating expenses derived after deducting trade discounts, rebates, etc. Expenses which are authorized are:

- ◆ Cost of food and beverages.
- ◆ Salaries and wages.
- ◆ Payroll taxes.
- ◆ Amortization of investments.
- ◆ Employee benefits (including worker's compensation insurance).
- ◆ Uniforms.
- ◆ Trash removal services.
- ◆ Hazardous waste removal.
- ◆ Laundry (includes linen replacement).
- ◆ Paper supplies.
- ◆ Cleaning supplies.
- ◆ Office Supplies (e.g., postage, first aid supplies, etc.).
- ◆ Direct Operating Supplies (e.g., replacement of china, glass, flatware, trays, and miscellaneous kitchen wares).
- ◆ Administrative and General (e.g., telephone, permits/licenses, credit card service fees, and others that apply only to on-site expenses).
- ◆ Transportation costs (previously approved by the University) involved in moving goods, equipment, and supplies between locations on campus).
- ◆ Cost of Sub-Contracted services approved by the University (e.g., service Contracts, bank service).
- ◆ Insurance coverage's specified herein.
- ◆ Armored car service.
- ◆ Miscellaneous pre-approved expenses such as employee recruiting and menu printing.
- ◆ Depreciation charges for any equipment purchased by the Contractor (with prior approval from the University) and brought on site.
- ◆ Equipment maintenance and service contracts.

7.6 Unauthorized Items of Expense

Expenses which are to be paid by the Contractor and are not to be included on the Contractor's statements or used to offset revenues include but are not limited to:

- ◆ The expense of payroll computations and the disbursement of the payroll.
- ◆ Wages, salaries, employee benefits, and bonuses of home office employees and general administrative, executive, and management officers.
- ◆ Accounting expenses including costs of producing financial reports.
- ◆ Home office management costs such as general management overhead, transportation of management personnel, and any other indirect management costs as related to this Contract.
- ◆ Repairs necessary as the result of the acts or omissions of the Contractor or its employees.
- ◆ Monies or other property, lost or stolen, either on or off University premises.
- ◆ Express delivery charges of any type, except those with prior approval by the University.
- ◆ Inventory interest or carrying cost, except those authorized in this Contract.
- ◆ Excessive overtime pay (limits to be determined).
- ◆ Legal expenses.
- ◆ All taxes, except for payroll and property taxes.
- ◆ Relocation expenses of any of the Contractor's employees.
- ◆ Interest charges on any loans incurred by the Contractor, unless specifically authorized by the University.
- ◆ Modem charges and any extra telephone lines.
- ◆ Memberships in local or national groups of any type.
- ◆ Costs for any of the Contractor's employee to attend seminars or conferences of any type.
- ◆ Anything else not expressly set forth herein.
- ◆ Travel expenses of all personnel above the Food Service Director
- ◆ The Contractor's personal use of the facilities.

Salem State University

ENTIRE CONTRACT AND AMENDMENTS

This Contract and its Attachments (RFP, Bid Proposal, Finalist interview, Finalist interview reply) constitute the entire agreement of the parties and may not be changed other than by an agreement in writing signed by the parties.

In witness thereof, the parties hereto have executed the Contract the day and year first above written.

AGREED TO:

ACCEPTED BY:

Salem State University

Company

By

By

Title

Title

Date

Date

APPENDIX 2 Academic Calendar Year

The academic calendar can be found at the following URL:

<https://catalog.salemstate.edu/content.php?catoid=38&navoid=8537>

APPENDIX 3

Food Specifications

The general minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

- ◆ All meats, meat products, poultry, poultry products, and fish must be Government inspected.
- ◆ Beef, lamb, and veal shall be U.S.D.A. Grade Choice or better.
- ◆ Pork shall be U.S. No. 1.
- ◆ Poultry shall be U.S. Government Grade A.
- ◆ Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
- ◆ Dairy products:
 - ◆ Cage-free Eggs – fresh U.S.D.A. or State graded "A"
 - ◆ Butter – U.S.D.A. Grade "A" (92) score
 - ◆ Cheese – U.S.D.A. Grade "A" for all graded cheese
 - ◆ Milk and Milk Products – U.S.D.A. Grade "A"
- ◆ Fresh fruits and vegetables – U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
- ◆ Dry stored items and canned goods – Grade "A" fancy.
- ◆ Frozen fruits and vegetables – U.S.D.A. Grade "A".
- ◆ All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII, and Systems for Quality Assurance.

Service Standards

- ◆ Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).
- ◆ All food shall be garnished for attractive presentation whenever possible. Serving stations, including catering, salad bars and food display areas shall be decorated at all times with seasonal displays, flowers, etc. Food items at the main service stations shall be readily identifiable with attractive and individual labels.
- ◆ Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Offeror shall adhere to the general food service industry guide: If you are not willing to purchase or consume the product yourself, it should not be displayed. University has the final say in determining this state where disputes occur.
- ◆ All serving stations and bars are to be well stocked throughout the entire posted serving times. The last customer is to be offered the same range of choice as the first. Food will remain at the board operations stations 15 minutes after the closing of service hours to allow late students to be served.

Food Preparation Standards:

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

SECTION D: Appendices

- ◆ The Offeror's on-site management must have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar.
- ◆ Recipes standardized for quality, yield, cooking procedures, serving containers, utensils, and portion size shall be used in all production units.
- ◆ Leftover foods shall be kept to a minimum and refrigerated as necessary in shallow pans after each meal, properly covered, labeled with product name and date and used promptly. All leftovers which require refrigeration shall be stored in one location, labeled and dated.
- ◆ Leftovers cannot be frozen and shall be served as an extra selection within 24 hours. Under no circumstances should leftovers be used to replace any approved menu selection.
- ◆ Bakery items shall be made on premises including bakery items used for catering. Pre-prepared mixes and dough are permissible, but every attempt should be made to provide products that are "homemade".
- ◆ Vegetable shortening rather than animal shortening must be used for food prepared on site. The Offeror is strongly encouraged to purchase food prepared with vegetable shortening and oil. If this is not possible, then it must be clearly labeled as containing animal fat when the food is served.
- ◆ Vegetarian and vegan menu items should not be cooked in the same fat, sauce or other cooking medium (to include the use of grill top and deep fat fryers) as the non-vegetarian and vegan items.
- ◆ Different color coded tongs shall be used for foods that require indication of whether they are vegan, vegetarian, gluten free, Halal, nut free, etc.

APPENDIX 4

Financial Template

Refer to Electronic Attachment #1 — Appendix 4 Financial Template.xls

APPENDIX 5 Dining Plans (Starting Fall 2019)

The ability to dine together throughout the day and seven days a week can have a direct impact on students' residential experiences. This is especially true for the "freshmen experience," which is that bonding time when first-year students are discovering themselves and beginning their University years. A critical part of a fulfilling freshmen experience is living and eating together in campus residence halls and dining venues where freshmen build not only friendships with each other but also tighter bonds with the University. In addition, research has shown that retention and graduation rates (not to mention strong alumni programs) are often directly affected by this type of meaningful program.

By making campus meal plans more attractive to students, Dining Services may be able to not only increase the number of customers enrolled in the meal plan program, they may also be able to increase meal plan program retention and to capture additional revenue by creating meal plans that are designed for and appeal to commuter students, faculty and staff.

SSU will offer the following meal plans:

Anytime Dining Plans: These plans will provide meal plan holders with unlimited access to marche-style (unlimited seconds featuring display cooking and made-to-order foods) dining in Marsh Anytime Dining/Social Engagement Commons or Lower North Anytime Dining/Social Engagement Commons during all operating hours seven days a week. This plan is designed to encourage community building.

All students living in Peabody, Bowditch, Marsh and Viking will be required to purchase the Anytime 24/7 Silver meal plan (and this would be the default plan on the housing application). However, they are welcome to buy up to the Anytime 24/7 Gold and Platinum Plans which offer more guest meal passes and more Dining Dollars. These are *voluntary* buy up plans and when they are offered, many students (or parents) opt to buy up to these value-added plans.

Anytime Dining Seven Day Silver Plan

- Three Guest Passes
- \$1,933 Per Semester

Anytime Dining Seven Day Gold Plan

- Six Guest Passes
- \$150 Dining Dollars
- \$50 ClipperCash
- \$2,123 Per Semester

Anytime Dining Seven Day Platinum Plan

- Eight Guest Meal Passes
- \$300 Dining Dollars
- \$50 ClipperCash
- \$2,263 Per Semester

The board calendar from 2018 - 2019 can be found in Appendix 5. The approximate serving days will be 222. However, if additional days are required to serve a partial population of meal plan holders, the Contractor will charge the daily rate multiplied by the number of actual participants multiplied by the additional days required.

Meal Plan Policies:

- ◆ Residential students will be required to purchase a seven day Anytime Dining meal plan in fall 2019.
- ◆ Residential students may add additional Dining Dollars or ClipperCash to their meal plans.
- ◆ Day passes will also be sold separately for \$19.99/day to commuter students (or any other potential meal plan holder or diner) who wish to purchase them. The day passes vary from traditional guest passes in that they would allow meal plan holders to bring one guest in over a 24 hour period so that if a meal plan holder is working on a project with a commuter student, they can study/work together in the Marsh Anytime Dining/Social Engagement Commons or Lower North Anytime Dining/Social Engagement Commons.
- ◆ **The Contractor will be required to promote the meal plans online and make sure that the Anytime Dining plans are clearly available for anyone to purchase (e.g. commuter students, faculty, staff, etc.), with the goal of selling a larger number of voluntary plans.**
- ◆ The Contractor will be required to feature and promote the Anytime Dining Gold meal plan for voluntarily buy up to Unlimited Platinum meal plans.

Any funds remaining at the end of the fall semester will carry over to the spring semester. Any remaining dining dollars at the end of the spring semester are forfeited.

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Plan Name	Board Meals ¹	Guest Meals	Dining Dollars	ClipperCash	Cost
Block Plan 1	42 Block	0	\$100	\$50	\$406
Block Plan 2	60 Block	0	\$300	\$50	\$740
Block Plan 3	140 Block	0	\$200	\$50	\$1160

¹Block Plan 1 will be the minimum required plan for all students living in Atlantic or Bates and for all commuting students with under 24 completed credits. Commuter students with 24 or more credits may opt out of the block plan.

Any funds remaining at the end of the fall semester will carry over to the spring semester. Any remaining dining dollars at the end of the spring semester are forfeited.

Dining Halls, at the door pricing:

- ◆ Breakfast: \$5.75
- ◆ Lunch: \$7.50
- ◆ Dinner: \$8.75
- ◆ Staff / Faculty lunch: \$5.50

Summer Plans

Plan Name	Board Meals	Dining Dollars	ClipperCash	Cost
One Week Plan	10 Block	\$0	\$0	\$65
Half Summer Plan	60 Block	\$0	\$0	\$390
Full Summer Plan	140 Block	\$0	\$0	\$910

Board Meals can be used at Marsh or Lower North Dining Halls. All meals are loaded when purchased and will expire on August 27th 2019. Summer Session I goes from May 20th through June 28th. Summer Session II goes from July 8th through August 16th.

APPENDIX 6**General Background Data (Demographics and Meal Plan Information)****ENROLLMENT**

	FULL-TIME		PART-TIME	
	Men	Women	Men	Women
Undergraduates				
Degree-seeking, first-time freshmen	389	741	8	7
Other first-year, degree-seeking	259	342	50	101
All other degree-seeking	1,595	2,502	386	636
<i>Total degree-seeking</i>	2,243	3,585	444	744
All other undergraduates enrolled in credit courses	17	19	117	177
<i>Total undergraduates</i>	2,260	3,604	561	921
Graduate				
Degree-seeking, first-time	26	122	54	182
All other degree-seeking	71	259	202	522
All other graduates enrolled in credit courses	3	8	50	156
<i>Total graduate</i>	100	389	306	860
Total all undergraduates				7,346
Total all graduate				1,655
GRAND TOTAL ALL STUDENTS				9,001

DEGREE SEEKING UNDERGRADUATE HEADCOUNT
BY GENDER AND RACE/ETHNICITY

FALL 2012 – 2016

	2012	2013	2014	2015	2016
Full-time total	5,777	5,752	5,843	5,858	5,828
Female	3,500	3,485	3,535	3,559	3,585
Male	2,277	2,267	2,308	2,299	2,243
% Female	61%	61%	60%	61%	62%
Non-Resident Alien					
	182	206	218	181	162
Hispanic/Latino	584	621	682	708	801
American Indian	13	17	12	12	9
Black or African American	430	408	436	451	500
White	4,197	4,099	4,066	4,076	3,891
Asian	162	173	196	190	197
Hawaiian/Pacific Islander	6	5	1	2	1
Two or more races	138	143	143	161	167
Unknown	65	80	89	77	100
% Non-White	24%	25%	27%	27%	30%
Part-time total					
	1,366	1,382	1,337	1,233	1,188
Female	866	883	834	755	744
Male	500	499	503	478	444
% Female	63%	64%	62%	61%	63%
Non-Resident Alien					
	37	37	46	41	41
Hispanic/Latino	140	154	160	165	192
American Indian	3	2	1	3	2
Black or African American	163	187	195	169	181
White	920	890	847	755	673
Asian	46	58	37	38	46
Hawaiian/Pacific Islander	2	2	2	1	0
Two or more races	23	15	13	22	23
Unknown	32	37	36	39	30
% Non-White	29%	32%	33%	35%	40%
% Non-White excludes Non-resident Alien students and students with Unknown race/ethnicity.					

DEGREE SEEKING GRADUATE HEADCOUNT
BY GENDER AND RACE/ETHNICITY

FALL 2012 – 2016

	2012	2013	2014	2015	2016
Full-time total	292	344	366	432	478
Female	232	267	284	338	381
Male	60	77	82	94	97
% Female	79%	78%	78%	78%	80%
Non-Resident Alien					
Non-Resident Alien	29	29	35	38	38
Hispanic/Latino	13	21	22	25	35
American Indian	0	1	1	1	0
Black or African American	9	11	19	17	32
White	213	257	250	297	332
Asian	4	7	10	14	13
Hawaiian/Pacific Islander	0	0	0	0	0
Two or more races	3	3	6	13	14
Unknown	21	15	23	27	14
% Non-White	12%	14%	19%	19%	22%
Part-time total					
Part-time total	1,056	1,006	1,081	1,052	960
Female	792	745	812	784	704
Male	264	261	269	268	256
% Female	75%	74%	75%	75%	73%
Non-Resident Alien					
Non-Resident Alien	17	28	28	17	18
Hispanic/Latino	41	51	67	80	78
American Indian	0	1	1	3	4
Black or African American	21	25	24	36	38
White	877	793	827	800	722
Asian	14	18	20	15	15
Hawaiian/Pacific Islander	2	2	0	0	0
Two or more races	9	4	12	12	10
Unknown	75	84	102	89	75
% Non-White	9%	11%	13%	15%	17%
% Non-White excludes Non-resident Alien students and students with Unknown race/ethnicity.					

**NON-DEGREE SEEKING UNDERGRADUATE AND
GRADUATE HEADCOUNT BY GENDER AND RACE/ETHNICITY**

FALL 2012 – 2016

	2012	2013	2014	2015	2016
Undergraduate total	598	530	420	408	330
Female	345	283	224	236	196
Male	253	247	196	172	134
% Female	58%	53%	53%	58%	59%
Undergraduate by Race/Ethnicity					
Non-Resident Alien	84	75	57	58	23
Hispanic/Latino	30	25	37	41	40
American Indian	0	3	0	1	1
Black or African American	29	25	20	26	25
White	320	301	236	215	198
Asian	20	14	13	15	18
Hawaiian/Pacific Islander	1	1	0	0	0
Two or more races	1	2	1	1	1
Unknown	113	84	56	51	24
% Non-White	20%	19%	23%	28%	30%
Graduate by Race/Ethnicity					
Graduate total	367	287	220	232	217
Female	265	201	164	170	164
Male	102	86	56	62	53
% Female	72%	70%	75%	73%	76%
Graduate by Race/Ethnicity					
Non-Resident Alien	17	10	18	14	13
Hispanic/Latino	10	17	8	16	19
American Indian	0	3	0	0	1
Black or African American	3	6	3	11	8
White	220	186	147	150	131
Asian	1	1	2	6	3
Hawaiian/Pacific Islander	0	0	0	0	0
Two or more races	0	0	1	1	1
Unknown	116	64	41	34	41
% Non-White	6%	13%	9%	18%	20%
% Non-White excludes Non-resident Alien students and students with Unknown race/ethnicity.					

SECTION D: Appendices

OCCUPANCY

Fall Residence Hall Occupancy Certification

Residence Hall	Design Occupancy		Actual Occupancy			% Occupied		# of RAs
	Fall 2017	Fall 2018	Fall 2017	Fall 2018	% Change	Fall 2017	Fall 2018	Fall 2018
Bates	354	354	323	301	(6.8%)	91.2%	85.0%	11
Bowditch Hall	276	276	296	283	(4.4%)	107.2%	102.5%	12
Peabody Hall	322	322	358	329	(8.1%)	111.2%	102.2%	12
Subtotal - System	952	952	977	913	(6.6%)	102.6%	95.9%	35
Atlantic Hall	452	452	445	419	(5.8%)	98.5%	92.7%	10
Marsh Hall	525	525	484	462	(4.5%)	92.2%	88.0%	15
Viking Hall	353	353	337	326	(3.3%)	95.5%	92.4%	10
Subtotal - Campus	1,330	1,330	1,266	1,207	(4.7%)	95.2%	90.8%	25
Total	2,282	2,282	2,243	2,120	(5.5%)	98.3%	92.9%	60

Spring Residence Hall Occupancy Certification

Residence Hall	Design Occupancy		Actual Occupancy			% Full		# of RAs
	Spr 2018	Spr 2019	Spr 2018	Spr 2019	% Change	Spr 2018	Spr 2019	Spr 2019
Bates	354	354	315	272	(13.7%)	89.0%	76.8%	10
Bowditch Hall	276	276	263	253	(3.8%)	95.3%	91.7%	11
Peabody Hall	322	322	304	290	(4.6%)	94.4%	90.1%	12
Subtotal - System	952	952	882	815	(7.6%)	92.6%	85.6%	33
Atlantic Hall	452	452	430	401	(6.7%)	95.1%	88.7%	10
Marsh Hall	525	525	476	455	(4.4%)	90.7%	86.7%	14
Viking Hall	353	353	336	313	(6.8%)	95.2%	88.7%	10
Subtotal - Campus	1,330	1,330	1,242	1,169	(5.9%)	93.4%	87.9%	34
Total	2,282	2,282	2,124	1,984	(6.6%)	93.1%	86.9%	67

MEAL PLAN SALES:

Fall Semester:

19 Meal Plan: 31

14 Meal Plan: 1,369

10 Meal Plan: 49

There is an approximate 5% decrease in meal plan enrollment going into the Spring Semester annually.

Residential and Commuter Plan Sales:

Head Count	Fall 18	Spring 19
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Apartment Plan ¹	620	588
Commuter Plan ²	1824	1660

¹ Apartment Plan was the required minimum for all students living in Atlantic or Bates.

² Commuter Plan is the required minimum for all commuting students with under 24 completed credits.

NUMBER OF EMPLOYEES:

1,239 full and part-time employees.

SALES INFORMATION:

	FY 2018 Actual	FY 2017 Actual
SSC Total		
Total Sales	7,863,469.65	8,663,406.00
St. Union Total		
Total Sales	3,972,151.58	3,002,135.00
Overhead Total		
Total Sales	731,102.84	798,623.00
South Camp Total		
Total Sales	122,740.84	137,220.00
Central Total		
Total Sales	146,599.49	150,882.00
Outtakes		
Total Sales	747,877.69	409,515.00
Outtakes Library		
Total Sales	198,711.62	207,098.00
Marsh Hall		
Total Sales	948,613.00	3,150,094.00

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Salem Diner		
Total Sales	284,617.94	284,334.00
Starbucks		
Total Sales	584,085.52	523,507.00

SEATING INFORMATION:

Marsh Anytime Dining/Social Engagement Commons:	345	
Lower North Anytime Dining/Social Engagement Commons:	310	
North Dining Food Court:	362	
Starbucks (Viking Hall):	48	
Dunkin' Donuts	~ 70	
Faculty/Staff Dining Room (Mandatory Alternate):		48
South Campus Bagel or Sandwich Concept:	104	
Marsh Hall Grab n Go:	0	

APPENDIX 7**Hours & Days of Operation****Table 1: Academic Year Dining Services Meal Hours**

Facility	Monday – Thursday	Friday	Saturday	Sunday
Marsh Anytime Dining/Social Engagement Commons	6:00 a.m. – Midnight (<i>Overnight Continental Service from Midnight – 6:00 a.m.</i>)	6:00 a.m. – Midnight (<i>Overnight Continental Service from Midnight – 6:00 a.m.</i>)	6:00 a.m. – Midnight (<i>Overnight Continental Service from Midnight – 6:00 a.m.</i>)	6:00 a.m. – Midnight (<i>Overnight Continental Service from Midnight – 6:00 a.m.</i>)
Lower North Anytime Dining/Social Engagement Commons	7:00 a.m. – 7:30 p.m.	7:00 a.m. – 5:00 p.m.	Closed	Closed
North Dining Food Court	7:00 a.m. – 7:30 p.m. Summer Hours: 7:00 a.m. – 2:00 p.m.	7:00 a.m. – 4:00 p.m. Summer Hours: 7:00 a.m. – 2:00 p.m.	Closed	Closed
Faculty/Staff Dining Room (Mandatory Alternate)	Academic & Summer Hours: 11:30 a.m. – 2:00 p.m.	Academic & Summer Hours: 11:30 a.m. – 2:00 p.m.	Closed	Closed
Starbucks (Viking Hall)	7:30 a.m. – 10:00 p.m. Summer Hours: 7:30 a.m. – 2:00 p.m.	7:30 a.m. – 10:00 p.m. Summer Hours: 7:30 a.m. – 2:00 p.m.	9:00 a.m. – 5:00 p.m.	9:00 a.m. – 5:00 p.m.
Dunkin' Donuts	7:00 a.m. – 8:30 p.m. Summer Hours: 7:00 a.m. – 2:00 p.m.	8:00 a.m. – 4:30 p.m. Summer Hours: 7:00 a.m. – 2:00 p.m.	Closed	Closed
South Campus Bagel or Sandwich Concept	7:00 a.m. – 4:00 p.m.	7:00 a.m. – 4:00 p.m.	Closed	Closed
Library Grab n Go	8:00 a.m. – 11:00 p.m.	7:00 a.m. – 7:00 p.m.	Noon – 5:00 p.m.	1:00 p.m. – 5:00 p.m.
Marsh Hall Grab n Go	7:00 a.m. – 11:00 p.m.	7:00 a.m. – 11:00 p.m.	10:00 a.m. – 9:00 p.m.	10:00 a.m. – 9:00 p.m.

APPENDIX 8**Compilation of University Catering Needs**

The purpose of this appendix is to compile an aggregate list of programs and activities hosted by university departments, initiatives, and student organizations that would benefit from a university contracted catering services that meets the cultural needs of our student body. As the racial/ethnic/cultural diversity of our student body continues to grow, the university must support student success by cultivating a campus climate that explicitly represents the changing demographics. The listed departments, initiatives, and student organizations all patronize outside vendors from the community with whom the university does not have a contract with in order to successfully execute programs and activities that fit within their mission statements. The findings of this document call to question the cultural competency of the university sponsored catering services, and its ability to meet the needs of the departments, initiatives, and student organizations created in order to support a culturally diverse campus. This document provides a blueprint for the fiscal assessment of funds allocated to patronize outside catering services by departments, initiatives, and student organizations, and whether or not a university vendor contract is needed in order to promote the prioritization of financial vitality by campus departments, initiatives, and student organizations.

Of Note: Per consultation with Executive Board members of the listed student organizations, each program cost varies from \$600-\$800 contingent upon the expected turnout. The Alliance does not utilize outside vendor requests at the same rate as other student organizations, however, the capacity of the contracted university vendor to fulfil the food services request (e.g. gluten free/dairy free options) of The Alliance requires further investigation.

LEADERSHIP ENGAGEMENT ADVOCACY DIVERSITY (L.E.A.D)

Mission Statement: The LEAD office seeks to develop student leaders through thoughtful and intentional programs that inspire inclusive leadership and transformative identity development. We strive to create a campus culture that engages every student in educational and social growth designed to empower students to be socially conscious members of society through an awareness of self and others.

Programs and Activities:

- ◆ Black History Month
- ◆ Hip Hop Summit
- ◆ Hispanic Heritage Month
- ◆ NCOW (National Coming Out Week)
- ◆ MLK Week
- ◆ ALANA
- ◆ Pride Dinner
- ◆ BEES & Brotherhood Kick Off
- ◆ Multicultural Student Symposium
- ◆ Soul Food Dinner
- ◆ End of the Year Banquet

BOLD EDUCATED EMPOWERED SISTERS (B.E.E.S)

Mission Statement: BEES is a women of color success initiative where we aim to support and nature students who self identify as women of color and their allies to build a cohesive and consistent community space. A space in which we also focus on exploring and combat issues that impact them. Our program focuses on the empowerment of women

of color on our campus through workshops and programs centered around leadership, community, academics, and social justice.

Programs and Activities:

- ◆ Hair Politics
- ◆ Weekly Meetings
- ◆ Multicultural Paint Night
- ◆ Self Defense Class

THE BROTHERHOOD

Mission Statement: The Brotherhood is an initiative with the goal of increasing self-identified men of color resilience and persistence in college. Participants will be equipped with resources and mentorship to assist their academic, social and professionalism success. By creating a support system in collaboration with faculty and staff, men of color will be engaged in dialogue and activities aimed towards developing positive futures for themselves and their peers

Programs and Activities:

- ◆ The Barbershop Talk
- ◆ Weekly Meetings

LATIN AMERICAN STUDENT ORGANIZATION

Mission Statement: Promotes interest among students in Latino history and culture by sponsoring educational, cultural and social events.

Programs and Activities:

- ◆ Kickoff
- ◆ Heritage Dinner
- ◆ Conference
- ◆ Valentines Day Dinner

MULTICULTURAL STUDENT ASSOCIATION

Mission Statement: Provides students with an avenue whereby they can get together to explore their heritage.

Programs and Activities:

- ◆ Take Over Weekend
- ◆ Ladies Night
- ◆ Woman's Dinner
- ◆ Gentleman's Diner
- ◆ Kwanzaa Dinner
- ◆ Kompa Night
- ◆ Fashion Show
- ◆ End of the Year Banquet

THE ALLIANCE

Mission Statement: The Salem State University Alliance is dedicated to promoting acceptance and understanding of the LGBTQIA+ community here on campus and in the area. We focus our attention to the students of Salem State University but have never been limited to them. We have branched out from being a social collective to providing education and political activism in Massachusetts.

Programs and Activities:

- ◆ Open House
- ◆ National Coming Out Week
- ◆ Queer Prom
- ◆ Sex Ed
- ◆ Gaysgiving
- ◆ Love Simon Showing
- ◆ Holiday Event
- ◆ Privilege walk
- ◆ Queer Arts Festival
- ◆ Raspberry Swirl
- ◆ Pride Dinner
- ◆ End of the year event

URBAN ARTS THEATRE

Mission Statement: The Urban Arts Theatre aims at increasing campus awareness of the Urban Culture through performing and visual arts. Membership into the Urban Arts Theatre shall be open to any student regardless of race, color, religion, sex, creed, sexual orientation, nationality, origin, age, handicap, gender identity, and/or gender expression. The Urban Arts Theatre will strive to encourage a diverse membership and be inclusive with the development of programs for the Salem State community.

Programs and Activities:

- ◆ Battle of the Arts
- ◆ Open Mic 1
- ◆ Open Mic 2
- ◆ Urbanology meets UAT
- ◆ Unmasking Dinner
- ◆ Snowball Dinner

ASIAN STUDENT ASSOCIATION

Mission Statement: Provides activities for students to have a better understanding of different Asian ethnic backgrounds.

Programs and Activities:

- ◆ Lunar New Year

AFRICAN STUDENT UNION

Mission Statement: We, the people of the world, are all bound somehow by unknown links as we all come from a different background or a different part of the world. We also share beliefs, views, and cultures. Africa is known to be the motherland, a continent that bears a lot of riches. The purpose of the African Student Union is to expand African culture both through cultural, social and educational events.

Programs and Activities:

- ◆ Cultural Night Dinner
- ◆ ASU Dinner

INTERNATIONAL STUDENT ASSOCIATION

Mission Statement: Fosters international awareness and cultural exchange between all members of the university.

Programs and Activities:

- ◆ Cultural Night

INSTITUTIONAL ADVANCEMENT AND SALEM STATE FOUNDATION

Mission Statement: We engage our alumni, parents, students, friends, staff and faculty, and our community partners in the life of the university and promote the diverse needs and priorities of Salem State University. We are driven by our desire to match donor passion with our dynamic university needs. We see the relationship between our community and Salem State as a profound and impactful one, as our diverse donors' passion is what drives us to consistently seek excellence. With state support of the university providing less than 40 percent of its budget, the university relies on private support to ensure student success and enhance the learner's educational experience.

Event size ranges from 10-person meetings to 400-person dinners/receptions. These programs are hosted by various areas within Institutional Advancement including Alumni Relations, Annual Giving, Events and Sponsorships and the Salem State Foundation.

Programs and Activities:

- ◆ Salem State Series- community enrichment speaker program
- ◆ Lectures and symposiums
- ◆ Donor Thank You events
- ◆ Building Groundbreakings, Ribbon Cuttings and Dedications
- ◆ Campaign related celebrations
- ◆ Alumni Weekend- 3 days of on campus alumni programming
- ◆ Professional Development Workshops
- ◆ Networking events
- ◆ Large Conferences such as YAR- 800 person full-day conference
- ◆ Awards Ceremonies
- ◆ Academic and social Cocktail Receptions
- ◆ Foundation and Alumni Board meetings
- ◆ Volunteer committee meetings

- ◆ Reunions
- ◆ Homecoming and Friends/Family like activities and weekends
- ◆ Tailgates and Barbeques

President's Office

- ◆ Various meetings for small and large groups throughout the full calendar year at various times of day
- ◆ President's Holiday Party
- ◆ End of the Year Celebration
- ◆ Commencement Ceremonies refreshments

Board of Trustees

- ◆ Board Meetings
- ◆ Board Committee Meetings
- ◆ Special Events

External Groups

- ◆ Community partners who host events on campus at no venue cost: City of Salem, North Shore Alliance for Economic Development, Enterprise Center (typically pay caterer directly)
- ◆ Paying clients who rent space on campus

APPENDIX 9

Architectural Backgrounds

Refer to Electronic Attachments

APPENDIX 10

Commonwealth Terms and Conditions



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors.

Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void. Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or prices increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure

any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.



COMMONWEALTH TERMS AND CONDITIONS

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent

permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____
 (signature)

Print Name: _____

Title: _____

Date: _____

(Check One): Organization Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

APPENDIX 11

Commonwealth of Massachusetts ~ Standard Contract Form

Refer to Electronic Attachment

APPENDIX 12

Labor Information

Collective Bargaining Agreement: Refer to Electronic Attachment

Seniority and Pay Rates: Refer to Electronic Attachment