



Request for Proposal

Proposal #FSU-RFP-17-05

University Dining Services

Important Dates

Date Issued: February 7, 2017

Proposers' Meeting: February 14, 2017, 9:00am Alumni Room, McCarthy Campus Center

Proposers Site Surveys: Week of February 17-24, 2017 (1 day each)

Proposer Questions Due: February 27, 2017

FSU Response to Questions: March 3, 2017

Proposal Due Date: March 15, 2017 3pm

Finalists Presentations: Week of April 3-7 (tentative)

Contract Award: May 5, 2017 (tentative)

Contract Implementation: July 1, 2017

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Required Forms. Please see attached.

Attachments and Pertinent Information:

- A. Cost Responsibility Summary
- B. Summary of financial and operating Data FY 2016
- C. Amortization Schedule and Suggested Facilities Improvement Plan
- D. Massachusetts Required Forms

Additional Information:

University Operating Calendar:

<https://www.framingham.edu/academics/registrar/resources/academic-calendars/2016-2017-academic-calendar>

AY 2017-18 – Will be discussed at Pre-Bid meeting

Campus Map Dining Locations and Hours of Operation:

<https://www.framingham.edu/Assets/uploads/about-fsu/documents/campus-map2015.pdf>

<https://framingham.sodexomyway.com/dining-choices/index.html>

I. ACKNOWLEDGEMENT OF RECEIPT AND EXPRESSION OF INTEREST

If your company is considering submitting a proposal in response to this RFP, please scan and email this form to:

John Budron: jbudron@framingham.edu of your intent to participate.

Submission of your interest is not a prerequisite for submitting a proposal, but it is necessary to ensure future communication regarding this RFP.

CONTRACT: DINING SERVICES MANAGEMENT #FSU-RFP-17-05

PROJECT DESCRIPTION: Request for Proposal for the Management of Dining Services

Date Proposal Document Received: _____

Will you be proposing? _____ (yes) _____ (no)

If not, why? _____

Contact person responsible for this proposal: _____

Email address for contact person responsible for this proposal: _____

This is the individual in your organization who is to receive any addenda (changes, additions, deletions, or additional information.)

Complete address for this individual:

Telephone: _____

Mobile Phone: _____

Fax: _____

II. INTRODUCTION

ABOUT FRAMINGHAM STATE UNIVERSITY

Framingham State University prepares students for a productive life, enhanced by learning and leadership that will contribute to the culturally diverse world of the twenty-first century.

Established by Horace Mann in 1839 as America's first public teacher preparation school, Framingham State University today offers undergraduate and graduate programs encompassing the arts and sciences and professional studies.

At Framingham State University teaching is the primary role of the faculty, who engage in their disciplines through instruction, scholarship and service on campus and in their professional communities. The University serves as an important educational and cultural center in the MetroWest region of Massachusetts.

A Framingham State University education cultivates thoughtful, responsible local and global citizens, prepares students for a career, and positions them for success.

Framingham State University, located just 20 miles west of Boston, is a vibrant comprehensive liberal arts institution offering 30 undergraduate degree programs in arts, humanities, science, social sciences, and professional fields. More than 6,000 students attend Framingham State, including 2,000 graduate students. Framingham State University offers graduate degrees in 28 fields, including an extensive graduate program for teachers at international schools. The University takes pride in its 36,000 alumni, most of who live and work in Massachusetts. The University is just the right size – small enough for learning to be personal and collaborative, yet large and diverse enough to broaden students' understanding of their world. This broadening of perspectives and appreciation of diversity is one of the hallmarks of a first-rate undergraduate education.

III. FOOD SERVICE PROGRAM EXPECTATIONS

Framingham State University in conjunction with the Clarion Group has developed the following important program and service expectations for this RFP. The successful Vendor will be the one whose proposal reflects the most creative and comprehensive understanding of these needs in conjunction with advantageous financial terms to Framingham State University

A. Programmatic Expectations

1. Excellent quality food with ingredients, recipes and fresh preparation methods that support good nutrition and a healthy lifestyle;
2. An innovative portfolio of service concepts that:
 - a. includes a mix of national, regional and locally owned brands that are popular with the FSU community;
 - b. provide a thoughtful mix of service formats designed to satisfy a variety of consumer needs, such as “all you care to eat”, fast casual, quick service (“fast food”) and convenience markets;
 - c. offers ordering, payment, delivery and “to go” mechanisms that are responsive to consumer lifestyles;
3. A diversity of food and beverage choices within operations and across the system that:
 - a. address the broad range of consumer preferences;
 - b. include entrees and other offerings that address special diet needs such as vegetarian, vegan, low fat, high protein, gluten free, etc.;
 - c. offer a broad range of healthy choices;
 - d. provides a culturally diverse menu, including Kosher and Halal meals at various locations
4. Hours of service that support student lifestyle needs across campus, including options for students taking evening classes in the academic core as well as late night service in the residential zones.
5. Pricing to the consumer that is competitive with “the street”. Catering pricing that is competitive with off-campus caterers and that offers tiers of pricing and service for different event types (high-end to budget), including a service/price tier that is designed to offer an affordable pick-up menu for student groups.
6. A meal plan program and policies that:
 - a. offer multiple, affordable plan configurations for resident students;
 - b. are usable, through provision of Meal Points and Dining Dollars at all dining locations across campus;
 - c. offer a meal exchange option for various retail locations during posted meal exchange hours;

- d. offer plan configurations for non-residents that are flexible, affordable and aggressively marketed.
- 7. Merchandising and food presentation that showcases the products offered and offers strong eye appeal;
- 8. A commitment to offering regularly scheduled special event programming designed to encourage participation and build community;
- 9. An intentional and committed approach to staffing that results in:
 - a. staffing levels that are matched to customer demand so that service is fast and efficient;
 - b. friendly, courteous, knowledgeable and professional employees that receive regular and comprehensive training in both technical and customer service skills;
 - c. staff that are local language proficient when in positions of regular interaction with customers.

B. Management Expectations

- 1. A professional food service management provider that is a leader in the field, offers a best practice approach to residential dining, retail dining, and catering.
- 2. District, regional and corporate management support that is present, involved, responsive and that enables on site management to be nimble decision makers;
- 3. An on-site management structure that provides dedicated managerial and supervisory resources for each business segment in the program, as well as appropriate administrative and technology support;
- 4. An on-site management team that is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of FSU Dining Services Program. The management team should be collaborative with FSU and its key stakeholders and employees, with a communication strategy that is proactive and accessible.
- 5. On-site district and regional management that is experienced and adept at partnering with FSU in meeting evolving campus needs;
- 6. Production, service and management information systems technology that is industry leading in all aspects of the program, with a commitment to a seamless interface with FSU IT.
- 7. Programs and standards that enforce safe food handling, proper sanitation, HACCP standards and health department requirements;

8. Facility and equipment preventive and ongoing maintenance programs that result in good stewardship of FSU-owned resources;
9. Financial control strategies that ensure a financially efficient Dining Services program with a high level of accountability and financial reporting to FSU Administrators.
10. Development and adherence to a continuous improvement philosophy founded on a comprehensive performance measurement program.

C. Wellness Expectations

1. Careful attention to product mix to ensure a wide selection of nutritionally healthy, and healthily prepared and portioned foods at all service locations, with results that are measurable;
2. Provision of comprehensive information that is easily accessed by the customer on the content of foods served in The Dining Services program, including ingredients statements for food allergies and sensitivities, and nutritional information;
3. An ongoing program of customer education on issues pertaining to nutritional health, weight management and wellness.
4. A full-time onsite Nutritionist (registered dietitian) with primary responsibilities for support of the dining program.

D. Marketing and Business Development Expectations

1. An ongoing commitment to pro-active marketing/communications and business development in the areas of mandatory meal plan sales, voluntary meal plan sales, retail sales and catering sales that is collaborative and coordinated with FSU in articulating a seamless message, and includes quantitative success measurement;
2. A dedicated Marketing Manager with primary responsibilities for marketing and communications of the dining program. This position will be funded by the dining services Vendor;
3. The Vendor shall provide marketing support as appropriate, which may include staffing a marketing coordinator/graphics person, as well as providing access to corporate marketing resources and programs;
4. Annual marketing plans customized to FSU unique needs and target audience, including creative use of social networking tools such as Facebook, Twitter; Instagram, and emerging social networking applications popular with students.

E. Sustainability Expectations

1. A commitment to recycling that, at a minimum, matches and evolves with FSU's Sustainability Plan.
2. A sustainability program designed to address five key areas:
 - a. Purchase and transport of food – Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; Integration of seasonally available local produce options; Energy efficient transportation from farm to campus.
 - b. Preparation – Initiatives to ensure that management, kitchen, and serving operations use resources efficiently through the effective deployment of resource-saving practice; Staff trained to understand energy efficiency tactics and other sustainable preparation objectives.
 - c. Disposal – Minimization of waste; Mechanisms for composting or otherwise reducing the impact of food waste. Use of ecologically sensitive packaging; Use of recycling and other efficient waste disposal mechanisms.
 - d. Innovation and Education – Continuous evaluation and improvement of sustainability practices; Innovation in sustainability; Provision of education to employees about innovations and reasons for operational decisions in food service.
 - e. Sustainable Design – Incorporation of sustainable design principles in construction projects undertaken on behalf of FSU when and if applicable.
3. A commitment to support sustainable and environmental friendly certifications and required elements wherever possible.
4. A commitment to support FSU's current Sustainability Plan, including pro-active suggestions for annual improvements.
5. Maintain current programs

F. IT Expectations

1. Provision of a dedicated, qualified professional IT support technician, who is appropriately trained and experienced as the first line of support for current software and hardware/peripheral support, application configuration and troubleshooting, including workstations, registers and other front-line equipment in support of dining services program.
2. This individual will reach out and communicate with Blackboard support as a secondary escalation level and FSU's IT department where applicable for network and server issue.

G. Program Enhancements

In preparation for the development of this RFP, The Clarion Group, in conjunction with Framingham State conducted a review of the dining program to identify opportunities for the alignment of the program with campus community member expectations. Based on this assessment, Clarion and FSU has identified the following strategic initiatives that should be addressed in your proposal:

1. Improve the quality and variety of the dining Commons offerings and the overall dining experience:
 - a. Increased action stations with emphasis on fresher, customized offerings;
 - b. Improved weekend meal options;
 - c. Increased evening and weekend hours;
 - d. Explore potential for take-out meals;
 - e. Consider adding premium items to the regular menu for an additional meal swipe; and,
 - f. Comprehensive updating of the dining facility to improve the diversity of seating types (table styles and sizes, booths, etc.), redevelopment of servery platforms to support better engagement with the food and customers, and updates to kitchen as necessary.
2. Review and update the portfolio and performance of the retail dining program:
3. While the current number and mix of branded concepts is serving the campus community well, it is open to suggestions for changes as part of Vendors' proposals and reserves the right to require some or all of the regional and national brands currently in place to be retained under the new contract;
4. Provide strategies for increasing service speed and throughput during peak demand periods in the Dining Commons.
5. Renovate/realign the Dining Commons to increase service speed and improve customer in an updated environment; and,
6. Consider adding an on-line ordering feature.
7. Ongoing evaluation and improvement of the Late-Night program:
 - a. Upgraded menu options;
 - b. Updated environment at dining venues; and,
 - c. Consider adding delivery service to the residence halls from selected retail operations.

8. Increased Catering options at market-attractive costs:
9. Consider the feasibility of offering catering from popular retail / branded outlets on campus.
10. Meet the needs of the overall campus catering business by providing affordable and high quality food and service.
11. Support of FSU's continuing increased commitment to sustainability measures:
12. Contribution to increasing FSU's overall recycling Diversion Rate from 30% to a target of 50%
13. Improve overall satisfaction with and participation in the program
14. Increase voluntary (commuter) meal plan participation (usage) over current levels in the first year of the contract, and over the previous year for each subsequent year of the contract to a level agreed upon by the Vendor and FSU
15. Increase enrollment in voluntary meal plans over current levels in the first year of the contract, and over the previous year for each subsequent year of the contract to a level agreed upon by the Vendor and FSU. (Refer to Attachment_ for current voluntary meal plan participants).
16. Increase customer satisfaction ratings over current levels in the first year of the contract, and over the previous year for each subsequent year of the contract to a level agreed upon by the Vendor and FSU.
17. **In summary**, the selected Vendor shall provide FSU with all food service management and operations personnel, technical support, training, food products, supplies, materials, systems, and effort necessary to operate the Dining Services program at a level of quality that consistently exceeds owner expectations.

IV. FOOD SERVICE PROGRAM REQUIREMENTS

A. Meal Plan Dining Program and General Information and Specifications

a. Hours of Operation

For the 2016-2017 academic year, the following schedule was established:

The Dining Commons

Day	Hours
Monday –Thursday	7:30 am – 2:30 pm, 4:30 pm – 7:30 pm
Friday	7:30 am – 2:30 pm, 4:30 pm – 7:00 pm
Saturday	10:30 am – 2:00pm, 4:30 pm – 7:00 pm
Sunday	10:30 am – 2:00pm, 4:30 pm – 7:00 pm

The above hours are subject to change at the discretion of the University. It is anticipated that these hours would increase under the new contract with proposed periods of operation to be submitted as part of vendors' RFP responses.

b. University Closing

When the University closes due to inclement weather or other emergencies while students are still in residence halls, the Contractor must continue to provide dining services in the Dining Commons, unless the University authorizes closing the Dining Commons. The Sunday schedule will be followed.

c. Door Rates

The Contractor must establish casual meal rates for breakfast, lunch, brunch and dinner, acceptable to the University, for the Dining Commons. The Contractor shall charge these meal rates to individuals not participating in the board plan wishing to eat a meal at this location.

d. Menu Specifications

The Contractor must include at least a four-week menu cycle and portion sizes for the resident food program. This menu cycle must be acceptable to the University.

The Contractor must maintain a grill station, a deli station, a salad bar, an exhibition station, a dessert station, and a fountain beverage station in the Dining Commons. The following beverages shall be offered at all times: water, soda, milk, chocolate milk, skim milk, lactose free milk, fruit drinks, diet soda, coffee, tea, hot chocolate and 100% orange juice.

The Contractor must offer complete hot vegetarian and vegan meals at all times.

The Contractor must provide food of a minimum grade or choice, grade A or prime quality as follows:

Meat, lamb, veal, beef	USDA choice
Pork	US #1
Poultry, dairy products	Grade AA or A
Canned vegetables	Grade A
Frozen vegetables	Grade A
Fresh produce	#1 (fresh top quality)
Fish	#1 Quality, fresh when available
Eggs	US Grade A Medium Size

e. Meal Exceptions

The Contractor shall provide meal replacements for individuals or groups of students with special schedules who have meal plans. The student must inform the Contractor of such a need by visiting the Dining Services Office.

f. Medical Diets

As part of the service, the Contractor shall supply any necessary special diets for students living in residence halls when prescribed and approved in writing by a medical doctor or recommended by the University health services.

g. Special Events

The Contractor shall serve a minimum of one (1) special event per month during the academic year in the Dining Commons.

Catering

1. Catering Program

- a. Framingham State University typically sponsors a variety of special functions and events during the year. Frequently these events require a high level of coordination by both the dining services vendor and the University sponsor. Some of these events include functions in the D. Justin McCarthy Center, private dinners, commencement exercises, departmental functions, meals for candidates visiting the campus and other special occasions.
- b. It shall be the responsibility of the Contractor to provide dining services for all special functions and events including, but not limited to, breakfast, brunches, lunches, breaks and dinners for special events and conferences requested by the University, as well as conferences or special events for outside groups that the University wishes to serve.

- c. The Contractor shall waive its right as the exclusive manager and operator of the University's dining services operations for catering events which do not exceed two hundred and fifty dollars (\$250.00) in food purchases.

2. Catering Options and Pricing

- a. The Contractor shall prepare a Catering Guide, update it annually, and make it available online.
- b. The Contractor shall prepare and circulate discounted menus to on-campus student groups and organizations. These menus shall be based on pick-up service only.
- c. The Contractor shall request catering price increases based on the February "Food Away from Home" rate listed in the Consumer Price Index (CPI) for University approval.

The Contractor shall provide the University with dining rates for orientation, athletic training and other non-academic days when large numbers of students are residing on campus. This rate shall offer a sliding scale based on the number of participants.

As part of the RFP response, vendors will provide anticipated catering offerings and associated pricing.

3. Catering Bill

The Contractor shall invoice the University on a weekly basis for all catering services rendered to the University in the previous week. The Contractor shall invoice outside groups directly for any services rendered.

Retail Dining

1. Retail Dining Program

During the 2017-2018 academic year, the University anticipates that it shall serve approximately 1,450 undergraduate commuters, graduate students, and 500 full and 300 part-time faculty and staff each semester.

2. Retail Locations and Hours of Operation

a. The Contractor shall operate the following retail dining locations or similar retail operations as approved by the University:

Simply to Go	McCarthy Center 2 nd floor
Mongolian Wok/Pizza/Deli	McCarthy Center 2 nd floor
State Street Grille	McCarthy Center 2 nd floor
The Cyber Café	McCarthy Center Lobby
The Faculty/Staff Dining Room	McCarthy Center 3 rd floor
The Juice Bar	Athletic Center Lobby
Red Barn Café	Library
Dunkin Donuts	North Hall
<i>(To replace existing Sandella’s venue: Fall 2018)</i>	
Coffee Cart Support	Hemenway Hall

b. Each year, the University and the Contractor shall mutually agree on the hours of operation for each location. These hours shall be in effect during periods when a full complement of students is living on campus.

c. During periods when resident students are not living on campus, the Contractor shall operate a retail dining location within the D. Justin McCarthy Center or designated area. The University and the Contractor shall determine mutually and annually on the operating hours.

d. For the 2016-2017 academic year the following schedule was established:

Simply to Go

Monday-Thursday	11:00 am – midnight
Friday	11:00 am – 8:00pm

These hours are subject to change based on the mutual agreement of both parties. It is anticipated that these hours would increase under the new contract with proposed periods of operation to be submitted as part of vendors’ RFP responses.

Mongolian Wok/Pizza/Deli

Monday – Thursday	11:00 am – midnight (Deli until 8:00 pm)
Friday	11:00 – midnight
Saturday	4:00 pm – 8:00 pm
Sunday	8:00 pm – midnight

These hours are subject to change based on the mutual agreement of both parties. It is anticipated that these hours would increase under the new contract with proposed periods of operation to be submitted as part of vendors’ RFP responses.

State Street Grille

Monday-Thursday	7:30 – midnight
Friday	7:30 - 8:00 pm
Saturday	4:00 pm – 8:00 pm
Sunday	8:00 – midnight

These hours are subject to change based on the mutual agreement of both parties. It is anticipated that these hours would increase under the new contract with proposed periods of operation to be submitted as part of vendors’ RFP responses.

The Cyber Café

Monday - Thursday	7:30 am – 7:00 pm
Friday	7:30 am – 2:30 pm

These hours are subject to change based on the mutual agreement of both parties. It is anticipated that these hours would increase under the new contract with proposed periods of operation to be submitted as part of vendors’ RFP responses.

The Faculty and Staff Dining Room

Monday-Friday	11:30 am – 1:45 pm
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These hours are subject to change based on the mutual agreement of both parties. It is anticipated that these hours would increase under the new contract with proposed periods of operation to be submitted as part of vendors’ RFP responses.

The Juice Bar

Monday – Thursday	9:00 am – 5:00 pm
Friday	9:00 am – 2:30 pm

These hours are subject to change based on the mutual agreement of both parties. It is anticipated that these hours would increase under the new contract with proposed periods of operation to be submitted as part of vendors’ RFP responses.

The Red Barn Cafe

Monday – Thursday	8:00 am – 8:00 pm
Friday	8:00 a.m. – 1:00 p.m.
Saturday and Sunday	Closed

These hours are subject to change based on the mutual agreement of both parties. It is anticipated that these hours would increase under the new contract with proposed periods of operation to be submitted as part of vendors’ RFP responses.

Dunkin Donuts (To replace existing Sandella’s venue: Fall 2018)

Monday-Friday	8:00 am – 8 pm
Saturday and Sunday	8:00 am – 3:00 pm

The retail program and hours of operation are the responsibility of the Contractor and changes to either or both are subject to any changes based on the Contractor’s third party relationships. It is anticipated that certain venue hours will increase under the new contract. It is anticipated that these hours would increase under the new contract with proposed periods of operation to be submitted as part of vendors’ RFP responses.

3. Pricing

The Contractor may request annual price increases based on the February “Food Away from Home” rate listed in the Consumer Price Index (CPI) for University approval.

4. Retail Dining Program General Information an Specifications

- a. All fixtures, furnishings and equipment shall remain the property of the University with the exception of any fixed assets which the Contractor has purchased directly, maintained ownership of and not sold to the University.

b. Sporting Events

The University shall ask the Contractor, on an annual basis, to provide food and beverages at University sporting events held in the Athletic Center and at Maple fields for certain events.

The Contractor shall have the “right of first refusal” to provide this service. The University shall make such request in writing sixty (60) calendar days before each academic year. The Contractor shall have thirty (30) calendar days to accept or refuse in writing. Failure to respond in writing shall be deemed a refusal. Should the Contractor decline this offer, the University retains the right to contract with another vendor to provide dining services at these venues.

c. Branded Concepts

The Contractor must seek and obtain University approval before providing branded name services.

Representatives of the licensor of the Branded Concept shall be allowed access to the premises during reasonable business hours for quality assurance inspections of the Branded Concepts.

The Contractor shall notify the University thirty (30) days in advance of any termination or expiration of a license or franchise agreement related to a Branded Concept. The Contractor and University shall mutually determine, if any, shall replace such Branded Concept. In any event, the Branded Concepts operation shall terminate on upon termination or expiration of the Agreement.

d. The contractor shall operate dining services facilities as listed in Article V, section 2 and shall accept cash, credit cards, Dining Dollars and Ram cash at those locations.

e. The Contractor shall retain all cash receipts realized from the retail dining operations and pay all operating expenses and commissions. Any profit or loss, after payment of expenses and commissions, shall be for the Contractor’s account.

5. Framingham State University Food Study Grant

Brief Summary of Current Study

The Framingham State Food Study, also known as (FS)², is a landmark nutrition and weight loss study investigating the broad question, “Is a calorie just a calorie?” In partnership with Boston Children’s Hospital (BCH), the three-year community based research takes place at the University with assessments and data collection occurring at the (FS)² House, 23 Salem End Road.

The first cohort of campus participants, including students, faculty and staff, began in mid-August, 2014 and ended in mid-May of 2015. Twenty-five participants lost over 600 pounds and maintained that weight loss. Currently, 57 campus-wide and community participants in cohort 2 have lost a total of 1321 pounds.

In collaboration with FSU’s Dining Services the feeding study provides participants with all meals spanning one academic year. After a 12-week period of weight loss, study participants are randomly assigned to one of three popular diets (high-carbohydrate, moderate-carbohydrate, and low-carbohydrate). All diets consist of healthful foods prepared by FSU’s Dining Services. During the study, participants obtain their food and beverages at the FSU Dining Commons.

Participants are compensated for the meals and for their time: maximum total value = approximately \$6500. At the end of the study, participants receive a personalized health report including changes in body fat, lean mass, blood pressure, and cholesterol levels.

This unprecedented collaboration between FSU and BCH will allow us to address critical questions in nutrition — specifically, what is the optimal diet for long-term weight loss maintenance — that have eluded answers for more than a century.

NOTE:

The continuation or creation of new and/or additional food studies with the University’s participation and FSUs Dining Services support are contingent on grant funding and cost allocation negotiation(s).

V. HUMAN RESOURCES

A. The FSMC (Food Services Management Company) shall:

1. Function as an independent contractor, employing all management, supervisory and hourly food service employees. The FSMC will be responsible for its own labor relations with its employees.
2. Submit resumes for **actual** candidates for the positions of: Resident District Manager (RDM), General Manager (GM), Executive Chef and Catering Manager at FSU University. The University liaison shall be consulted during the hiring process for all management positions. The University reserves the right to initially and on a continuing basis, provide feedback on the performance of all food service employees. Employees of FSMC deemed not acceptable to the University are to be immediately replaced. The University reserves the right to interview the prospective candidates for any management position prior to FSMC selection.
3. Require that the RDM and GM each, minimally, have a degree in food service management or in a related major in hospitality management.

Additionally, the Executive Chef should have a minimum of a culinary degree from a nationally recognized school for culinary arts. All candidates should have a minimum of five (5) to seven (7) years of food service management experience.

4. Present the Resident District Manager to the University prior to assignment.
5. Be required to provide a plan to ensure that all sanitation and HAACP requirements are achieved.
6. Require that all other supervisory personnel have a minimum of one (1) to three (3) years of supervisory experience and be highly communicative, personable and responsive to the needs of the University community.
7. Consult with the University liaison prior to making any changes in the number of supervisory staff.
8. Submit a copy of FSMC employee rules and regulations (employee handbook or equivalent). Electronic file is acceptable.
9. Provide the FSMC corporate policy addressing employee health and sickness and use of drugs and alcohol. FSMC shall be required to certify that they operate a drug free and smoke free workplace consistent with federal, state and local regulations.
10. Conduct a pre-employment background investigation on all persons considered for employment by the FSMC at the University including temp agencies. Such background investigation shall, at a minimum, consist of relevant county and federal

court criminal background checks, reference checks, verification of employees' names and Social Security numbers, and confirmation that all prospective employees are not listed in any child abuse registry. No employee can begin work at the University until a satisfactory background check is obtained and on file with Contractor at the University's dining services office. All employees must have legal authorization to work in the United States.

11. Require that all FSMC employees comply with all University rules and regulations and that all employees remain in assigned working areas during working hours.
12. Submit a company organizational chart depicting corporate, regional and district structure and an organization chart for FSMC's food service department at the University with lines of responsibility and communication clearly indicated.
13. Assure that FSMC management/supervisory personnel will be in the service and dining room areas at least 90% of the time during service periods for all meals served during the term of the contract.
14. Require that all managers, supervisors and cooks be a certified food service manager in Massachusetts or certified in the NRA Serv-Safe food safety program.
15. FSU requires that within the first three months of the new contract, all hourly culinary/production staff become Serve Safe trained and that all hourly non-production staff pass a local food safety class. Documentation to this effect shall be submitted to the University liaison as soon as practical after such training is completed.
16. Require all personnel working at FSU to wear appropriate uniforms, including name tags, hats, hairnets or other approved hair restraints, shoes, gloves, etc. Identify the uniform(s) recommended for FSMC employees at FSU University.
17. Employ and supervise sufficient labor and management for the efficient operation of all services. Relief or temporary personnel are to be provided by the FSMC as required.
18. Give first consideration to current employees of the current food service provider vendor in good standing at FSU University for similar positions. However, the FSMC is not required to hire existing staff.
19. Submit compensation information for all food service employees including:
 - a.) Anticipated staffing schedules for all points of services by station including job title and job descriptions for each position. It is acceptable for the FSMC to present the financial information in a proprietary format providing that it is complete per submittal requirements.

- b.) Total labor cost to include pay policy, ranges, incentive compensation, benefits, and evaluation procedures and pay raise policies for both unit management and hourly staff.

B. Training and Development

1. Submit information about FSMC human resource management, training and development practices including the performance evaluation process.
2. Detail programs to be utilized for training and development of management and non-supervisory personnel initially and on a continuing basis at the University. Include sample forms, checklists, systems and procedures to indicate how personnel are trained and coached.
3. Detail systems and procedures designed to ensure that the highest level of sanitation and customer service are provided to the University.
4. Describe how the FSMC employees are trained to respond to needs of physically challenged customers and employees with regard to ADA legislation and most recently to include food allergies.
5. Describe special service assistance that would be available in the event of an emergency evacuation. Describe staff training that is provided to ensure that the FSMC managers and employees understand the requirements that may be placed upon them at any given time.

VI MARKETING REQUIREMENTS

A. The FSMC is required to:

1. Provide a Marketing Plan to ensure that customer satisfaction and community awareness is maximized regarding dining services.
2. Meet with the food committee at least once a month so that they may to assist, advise, counsel and otherwise work closely with the FSMC to maximize the quality and value of the food service program to the University.
3. Submit information and materials that describe the advertising, promotional and communication segments of the marketing plan. Include the following:
 - a) FSMC marketing policy and philosophy.
 - b) Listing of programs currently in use at other accounts similar to FSU University.
 - c) An outline of a suggested internal marketing plan for each food service venue at the University.
 - d) Advertising plans using local campus radio/TV, campus/local newspapers, internal newsletters, flyers, web sites, table tents, mailers, broadcast e-mails and other written materials.

- e) Plans to use social media, including Twitter, Facebook, and YouTube.
 - f) Promotional calendars describing holiday, seasonal and celebratory events scheduled a minimum of once per month.
 - g) A schedule of weekly mini- promotions or spirit lifters.
 - h) Retail menus, price and portion lists, etc. to demonstrate expertise in the retail marketplace, regional, local and seasonal products, special dietary awareness and perceived value relative to price and portion.
4. Develop, host and support, at its sole expense, a dining services Web site specific to the University's account. The site must be up to date and include menus, pricing, special programs, catering information and sample menus, frequently asked questions (FAQs), operating hours, staff directory and other important information. FSMC should describe the dining services Web site it envisions for the University and provide the uniform resource locators (URLs) of similar sites at comparable accounts.
 5. Display the menus being served along with prices and portions as appropriate at each service venue. Daily specials offered at each venue will also be listed on the posted menu signs at the entrance to the serverly and again at the specific stations.
 6. Develop specific programs to address the needs of the undergraduate and graduate commuter students, faculty and staff at the University. The use of declining balance meal plans should be maximized to increase revenues. The FSMC should exhibit creativity in encouraging the University community to take advantage of the foodservice program. Present a sample plan.
- B. Conduct customer surveys in conjunction with University representatives. Food preference, service quality and test marketing should be evaluated at least once a semester. The University will participate in developing and administering the surveys which will be used in the evaluation of Key Performance Indicators. The University liaison is to receive a summary of the survey within one week after its completion. Marketing plans are to be adjusted as soon as practical to reflect the results of these surveys.
- C. Provide Nutrition Awareness: All board, retail and catering food serviced on campus shall be identified with nutritional and ingredient labels printed and displayed in a professional manner. Additionally, all retail food items shall be identified with a sell by/use by date.
- D. Create on-line catering guides, brochures and other materials to demonstrate marketing expertise and illustrate systems and procedures for catering.
- E. Submit a "Year-in-Review" report of all local activities, awards received, trade magazine press, student, faculty staff promotions, etc. that FSMC has offered, and/or participated in at FSU University. Report should be submitted no later than July 1 of each contract year.

VII. OPERATIONAL STANDARDS

- A. The FSMC shall purchase all food, non-alcoholic beverages, cleaning and paper supplies as is necessary for the efficient operation of the meal plan, retail cafés and catering services. The FSMC shall indicate how they plan to comply with the contract provision that: all volume purchasing discounts, incentives, bonuses, rebates and any other forms of vendor discounts shall inure to the benefit of FSU food service operation, except for prompt payment discounts.
- B. The FSMC is required to present food production systems and procedures that will be used to regulate the quantity and quality of food to be prepared daily for each station. The University wants to be assured that the first customer as well as the last customer is offered the same quality and quantity of menu choices at each meal. An adequate supply of flatware, disposable flatware, napkins, other supplies and condiments must be available for customers during meal periods.
- C. The FSMC presentation and service standards shall ensure that what is published on the menu will be served throughout the meal period. Daily specials, additional selections and unused, previously prepared foods may be added to the menu but are not acceptable substitutes for the printed menu.
- D. The quick service stations i.e. grill, deli, etc., should operate with the perception that preparation is to order.
- E. Provide a complimentary Midnight Breakfast to the University once per semester, coordinated with the President's Office and Student Affairs.
- F. The FSMC's minimum purchase specifications that must be adhered to include:
 - All meat and meat products are slaughtered, processed and manufactured in plants operated under a USDA Inspection program and bear the appropriate seal. All meat and meat products are sound and sanitary on delivery.
 - No preservatives, tenderizers or coloring agents may be added to any fresh meat or fresh meat product. Imported fresh or frozen meat products are prohibited.
 - The minimum grading requirements for all graded cuts are as follows:
 - Beef, lamb and veal shall be USDA Grade Choice or better.
 - Pork shall be USDA #1.
 - Poultry shall all be USDA Grade A, including all fresh and frozen products.
 - Provisions or variety meats shall be USDA Grade #1. Deli meats shall not contain gelatins, water, sugars, starches or added fillers. They shall be 100% natural and comparable to the "Boar's Head" brand name.
 - Fresh fish & seafood is to be US Grade A; frozen fish & seafood must be a nationally distributed brand, and inspected by the U.S. Department of Commerce (USDC) Seafood Inspection Program. All fish served must be rated "Best Choices" by the Monterey Bay Aquarium Seafood Watch.
 - Dairy products:
 - Eggs - Fresh USDA or state graded AA.

- Butter - USDA Grade AA - 92 score.
 - Cheese - USDA Grade A for all graded cheese.
 - Milk and Milk products - USDA Grade A.
 - Fruits & vegetables - USDA Fancy to USDA #1 are to be used.
 - Dry stored items and canned goods - USDA Grade A Fancy.
 - Frozen fruits and vegetables - USDA Grade A.
 - All products containing High Fructose Corn Syrup (HFCS) shall be kept to a minimum and appropriately labeled when served.
- FSMC shall bake as many items in-house as possible. High quality mixes, frozen par-baked and ready to bake items can be utilized.
 - FSMC shall adhere to all state and local laws & guidelines addressing trans- fats, sugary soft drinks currently in effect and any others that may evolve in the future.
 - FSMC shall follow the purchasing guidelines of the University's sole beverage contract.
- G. The University reserves the right to periodically review invoices to ensure that Agreement specifications are being met. Any deviation from specifications must be approved by the University Representative prior to purchasing.

The University shall have free access to any records, such as recipes, production methods, product specifications, menus, and foods issued to each service unit to determine that specifications were met.

- H. The University requires that the FSMC:
1. Present a system to ensure that proper time and temperatures are maintained during the storage, preparation and service periods.
 2. Demonstrate plans to implement a HACCP program no later than two months after assumption of the contract. Demonstrate successful implementation of this critical food safety monitoring program at similar higher education accounts in the northeast USA.
 3. Operate and manage the FSU food service facilities and equipment in a safe, clean and sanitary manner at all times in accordance with federal, state and local laws, codes and regulations.
 4. Notify the University immediately, in writing, of any potential violations that under the terms of the contract, FSU carries the responsibility to correct, as a result of inspection by state and local authorized health department officials, fire department and other agencies relative to safety requirements.
 5. Correct violations resulting from installation of FSMC or vendor owned equipment and/or resulting from operations of the food service including, but not limited to, the use and maintenance of all cafeteria equipment and facilities. Notify the University immediately of violations and provide proof that violations have been corrected.
 6. Notify the University's liaison prior to the start of any inspection by an external authority or agency. Notify the University immediately, in writing, of any notices of

violations, which are received in connection with an inspection. The FSMC will include in its notice, action plans to correct conditions causing the violations.

7. Develop, in conjunction with the University a set of Key Performance Indicators (KPIs) that will be used to monitor performance and satisfaction based on the University's goals and objectives for its Dining Services Program.

I. The FSMC shall be responsible for :

1. Sanitation and housekeeping of the locker rooms, refrigerated and non-refrigerated storage facilities, servery, preparation and production areas and the food service office areas.
2. Routine cleaning of dining room tables and chairs, spills and spot carpet cleaning. Dining room tables shall be self- bussed.
3. The proper disposal of used cooking oils and other animal fats or vegetable oils from the food service area. State and local regulations related to disposal of such products should be adhered to at all times. House waste drains are strictly prohibited from use for used cooking oil or grease disposal.
4. Coordinating the regular cleaning of grease traps with building maintenance.
5. Regular cleaning of the hood and filters and air ducts
6. Pest control, annual sewer line maintenance and routine service on elevators in the food service areas
7. Laundry, linen and uniforms.
8. Presenting detailed quality assurance steps related to program monitoring, inspection and follow-up procedures in the proposal, including appropriate checklists and reports. The FSMC shall be subject to periodic QA audits of the food service facilities by representatives of the University or its' designee.

The resulting report will notify FSMC of conditions needing correction or improvement. The FSMC is required to prepare an action plan, so noted. The audit shall specifically include a comprehensive review of:

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

- J. The FSMC shall obtain ALL necessary licenses and permits to operate a food service program, including liquor/ beer & wine licenses as needed. Current policy is as follows:

The following process will be adhered to when selling or dispensing alcohol at Framingham State University. Exceptions and exemptions from this policy are not permitted.

1. A one-day liquor license must be obtained for any and all events held at Framingham State University where alcohol is sold or dispensed.
2. When planning an event at the University during which alcoholic beverages will be sold or dispensed, notice must be given to the Campus Events Office, via the completion and submission of the University Reservation Request Form, at least 4 weeks in advance of the event.
3. Upon timely notification and at least three weeks prior to the event, authorized employees working in the Office of Campus Events and the Office of Development and Alumni Relations (hereinafter "authorized employees") will request that the that *The Bartending Service of New England, LLC*. (or another licensed, insured, and Town of Framingham approved bartending service provider) file the Application for Special One-Day Liquor License with the appropriate office of the Town of Framingham.
4. Authorized employees will ensure that all requirements noted on the Application for Special One-Day Liquor License are met.
5. Upon receipt of the one-day liquor license, authorized employees will send one copy to the Framingham State University Police Department for filing. Authorized employees will post the original license at the site of the event where alcohol is being served.
6. At no time will alcohol be served on the Framingham State University campus without a valid one-day liquor license posted at the event and on file with Campus Police.
7. At all events where a liquor license is required, either a University or Town police detail officer will be on duty at the event for the entire period of time that alcohol is being served. Exceptions may only be made by University Chief of Police.

VIII. Miscellaneous Requirements

- A. Use of FSMC Owned Supply Sources:

The FSMC may utilize FSMC owned centralized food preparation or supply sources to provide food and other supplies to FSU. However, prices charged to the FSU food service operation for items obtained from these sources shall be the same or less than prices charged for like items by other sources in the marketplace.

FSMC must demonstrate to the satisfaction of the University on a regular basis that the prices charged for such items procured from the FSMC owned facility are, in fact, competitive as described above. In addition, all such purchases must meet the University standards of quality and are subject to FSU's approval.

B. The FSMC shall:

1. Submit a copy of its annual report
2. Submit a sample contract
3. Notify the University of any equipment belonging to the FSMC or their suppliers on firm premises ten (10) days prior to replacement.
4. Recommend a list of capital equipment replacement and an annual capital investment budget for FSU.
5. Complete a semi-annual inventory, in conjunction with the University, of small wares and service wares and replace missing items as necessary to maintain the initial inventory level.
6. Be responsible for removal of all trash from the food service areas to the designated refuse collection areas and the removal of refuse from the refuse collection areas.
7. Utilize a community approved Homeless Shelter or Food Bank to dispose of usable leftover food.
8. Comply with all recycling programs currently in effect or any which may be required in the future.
9. Submit, as part of their proposal, an outline of a transition plan along with estimated costs of start-up of services under the new contract.
10. Be responsible for all costs incurred by FSU associated with the RFP process and award of the new contract.
11. Be charged the cost of long distance telephone service and toll charges on a monthly basis.
12. Bear financial responsibility for vandalism or loss attributable to acts or omissions of its employees on all equipment and property.

C. FSU shall provide:

1. All necessary capital equipment to support meal plan, retail and catering services under this contract.
2. Facility and equipment repairs and maintenance, improvements, alterations or modifications not negotiated to be the FSMC's responsibility. This includes, but is not limited to floors, walls, and ceilings, electrical and plumbing fixtures.
3. Such heat, light, power, water sources and air conditioning as may be required for the efficient operation of the food service program.
4. The initial/basic/minimal inventory of small equipment, service ware i.e. china glasses, trays flatware, etc. The FSMC shall maintain the inventory as a direct cost of operation.
5. Telephone equipment including local service and network connectivity for the FSMC.

D. Framingham State University reserves the right to:

1. Use any facilities, normally used by the FSMC, for special occasions, meetings etc.
2. Inspect all facilities and equipment at any time.
3. Initiate and approve all changes to the facilities including repair, replacement or disposal of equipment, furniture or fixtures.
4. Monitor and ensure that the terms of the contract with FSMC are being followed.
5. Excuse any student from participating in a meal plan. Such excuses are based on an approved policy in effect by mutual agreement with the FSMC.

IX. MISCELLANEOUS ARTICLES

Article A: Term of contract

1. This Agreement shall be for a period of five (5) years commencing on July 1, 2017 and continuing through June 30, 2022. The University may exercise the option for five (5) one (1) additional year periods upon the mutual agreement of both parties.

Notwithstanding the foregoing, in the event this Agreement expires, and the Contractor continues to provide services, the Agreement shall be deemed to continue on a month-to-month basis in accordance with the existing terms and conditions as of the expiration date including any adjustment to fees in accordance or until either party on pursuant to the terms of the Agreement.

2. The University gives the Contractor the concession to operate the food and beverage service for the term of the Agreement, except as mutually agreed in writing, and to use and occupy the University's dining services location "the Premises" for such purpose.
3. The Contractor must operate and provide dining services therein only for the use of students, faculty, and staff and administrative personnel of the Framingham State University, together with guests of any of them, as the University may determine.

Article B: Relationship of the Parties

The University retains the Contractor as the exclusive manager and operator, except as noted in Article IV, Section 1c, of the University's dining services operations as described herein and located at 100 State Street in Framingham, Massachusetts, hereto referred to as "The Premises." The Contractor shall be an independent contractor and must retain control over its employees and agents.

Article C: Meal Plan Dining

1. Meal Plan Dining Program

The University anticipates that during the Fall 2017 semester there will be approximately two thousand-fifty (2,050) students that purchase a resident meal plan and that during the Spring of 2018 semester there will be approximately one thousand-nine-hundred-fifty (1,950) students that purchase a resident meal plan (or, on average, 2,000 annualized students). There shall be approximately 355 students that may purchase a commuter/voluntary meal plan over the two semesters.

2. Academic Calendar

The academic calendar normally consists of two hundred and twelve (212) “feeding days” but has been as many as 219. This includes 4 partial days with dinner service only. The daily rates for students for board plans are based on an academic year comprising of a minimum of 212 feeding days. The University retains the right to change the number of meal days according to the academic semester calendar, resulting in the increase/decrease in the number of feeding days for which the Contractor shall be responsible. The University acknowledges that any such change may affect the daily rate for board plans and that the Contractor, subject to the University’s prior approval, will, in the case of any increase in the number of such days, increase such rates in the amounts approximately proportional to the increase of such days and will, in the case of any decrease in the number of such days decrease such rates in an amount approximately proportional to the decrease in the number of such days. The University shall give notice of such change(s) to the Contractor prior to the beginning of each academic year.

The board plan consists of mostly full feeding days with the following exceptions:

- The day students return from winter break (dinner only)
- The Sunday students return from spring break (dinner only)
- The day students return in the Fall (dinner only)
- The Sunday students return from Thanksgiving break (dinner only)

These “dinner only” days should be considered half days for determining “feeding days” costs.

3. Meal Plan Options and Pricing

The Contractor must invoice the University the net daily rates for 2017-2018 as follows:

- A. Resident Meal Plans daily rate and University charge per Semester.
- B. Commuter Meal Plans daily rate and University charge per Semester.
- C. Ram Cash

Ram Cash is the declining balance account linked to the University's FSU Card to which students, faculty and staff may make deposits. These funds may be used at any of the University's Dining Services locations and may also be used for purchases from service providers from whom the University has contracted. The service providers are Coca-Cola, on-campus laundry centers operated by MAC-GRAY, on-campus vending machines, the University bookstore operated by Follett, and off-campus locations contracted as off-campus solutions.

On a monthly basis, the Contractor shall reconcile and submit a report of non-Dining Services Ram cash transactions to each service provider. Upon receipt of an invoice from the service provider, the Contractor must submit payment to the service provider.

All deposits are to be held in a deferred income account. Unused funds shall carry over from semester to semester and year to year. Unused amounts at the end of the holder's tenure with the University shall be retained by the Contractor for use to provide financial aid assistance for needy students.

The Contractor may request annual board increases based in the February "Food Away From Home" rate listed in the Consumer Price Index (CPI) for University approval.

The Contractor shall agree to consult with and advise the University on matters relating to changes, additions, or deletions of Meal Plans on an annual basis. The decision of the University shall be final.

The Contractor shall accept the following Plan Meals options for the AY2017-2018 academic year (due to timing requirements for publishing plans and costs for the upcoming academic year) as follows:

Meal Plan
19 MPW
19 MPW + \$100
14 MPW + \$150
Unlimited MPW + \$100
75 Meals + \$500
Block 25
Block 25 + \$50
Block 50
Block 50 + \$100

It is anticipated that Contractors may provide potential alternatives plans, and associated costs, as part of their RFP responses.

4. Meal Plan Billing

Billing

The Contractor shall invoice the University, by the end of the first week of each Accounting Period in which it provided service. The Contractor shall invoice based on the number of students participating on each board plan. Because the number of students participating on each board plan changes from month to month, the Contractor shall bill the University for the actual number of students on each plan each month. The number shall reflect participation and additions, deletions or changes of meal plan throughout the billing period. The Contractor shall adjust the invoice each period to reflect participation accuracy.

5. Procurement Card Program

The University may use a Procurement Card for all payables to the vendor.

Article D: Responsibilities of the University

1. The University shall determine the general policies under which the cafeterias and dining rooms will operate. The University shall determine the hours of operation for dining services. It is understood and agreed that the University, its authorized agents or assignees may undertake such testing of food quality, quantity, sanitation, appearance and inspection of facilities, customer satisfaction and personnel as the University deems necessary. The Contractor will retain all above at a level satisfactory to the University.
2. The University shall pay the Contractor for all meal plan billings within fourteen (14) business days of receipt and all other billings within thirty (30) days of receipt.
3. The University shall agree to consult with and advise the Contractor on matters relating to the selection and efficient installation of additional equipment and furniture. The decision of the University on such matters shall be final.
4. In the event that an existing location is renovated or an additional location is built and operated by the Contractor, the University shall provide initial amounts of china, glass, silver, smallwares and table items at its expense. The University and Contractor shall mutually agree upon these items. The University shall make the final decision as to whether such items are purchased.
5. The University shall provide and replace capital equipment as necessary due to normal wear and tear unless the need for replacement is a direct result of the improper use of the equipment by the Contractor. The University and the Contractor shall discuss such matters with the University making the final decision. The Contractor shall not be liable for the delay or interruption of food service in the event of the failure of equipment.
6. The Premises shall be in good condition and maintained by the University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and (including, without limitation, OSHA regulations). The University further agrees that any modification or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of the University and shall be at the University's expense.
7. The University shall pay for and provide heat, fuel, refrigeration and utilities service reasonably required for efficient operation.

8. The University shall be responsible for the maintenance and repair of all dining services facilities and equipment unless the repair is a direct result of the improper use of the facility equipment by the Contractor.
9. The University shall be responsible for providing all cleaning and custodial services with the exception of those noted in Article E.
10. The University shall provide a dumpster(s) for trash and garbage removal service.
11. The University shall provide, without charge to the Contractor, adequate office facilities including the furniture and equipment in each, for use by the Contractor in the performance of the agreement. The Contractor shall take reasonable and proper care of the office facilities and shall return them to the University at the termination of the agreement in good condition, ordinary wear and tear excepted.
12. The University shall provide, without charge to the Contractor, up to eight (8) computers, for use by the Contractor in their performance for the University. The Contractor shall take reasonable and proper care of the equipment and shall return them to the University at the termination of the agreement in good condition, ordinary wear and tear excepted.
13. The University shall provide, without charge to the Contractor, telephone equipment and service, for use by the Contractor in the performance of the agreement. The Contractor shall take reasonable and proper care of the equipment and shall return them to the University at the termination of the agreement in good condition, ordinary wear and tear excepted.
14. The University shall provide the equipment, upgrades, maintenance agreements and on-going supplies necessary for the integrated POS system used in all dining services locations.
15. The University shall remit to the Contractor Six Hundred-Fifty Thousand Dollars (\$650,000) on or about September 1 of each year as a Board Advance. On or about June 1 of each year, the Contractor shall remit to the University Six Hundred-Fifty Thousand Dollars (\$650,000) as repayment of the Board Advance.
16. The University will provide a total of XX reserved parking spaces in the McCarthy Center lot for assignment by the Contractor; all other parking for Contractor employees will be at the designated Maple Fields contractor lot. Non-compliance with this stipulation will result in ticketing, and possibly towing, for non-compliant parking.

17. The President of the University or his/her designee shall have the right to review all new dining services managers and directors and may reject any such manager or director for reasons sufficient to the University. Such reasons shall be submitted to the Contractor in writing and may not violate any applicable employment laws or Contractor policy. The Contractor must submit specific information, such as a resume, work history, or letter of recommendation, regarding the University or College-level experience of the management team, to be assigned to Framingham State University.

Article E: Responsibilities of the Contractor

1. The Contractor shall keep a complete and accurate record of all sales made and, unless in any particular case the University otherwise agrees in writing, shall maintain and preserve every such record for a period of time in accordance with the University's record retention policy.
2. The Contractor shall exclusively operate dining services locations for the use of students, faculty, and staff of Framingham State University and such other guests as the University may determine.
3. The Contractor shall not represent itself or permit itself to be represented to the public as an agent of the University by use of the University's name on letters, letterheads, billheads, or signs or in any other manner whatever unless otherwise approved by the University.
4. The Contractor shall be responsible for the operation of the Blackboard Transaction System (BbTS) that is owned and maintained by the University. In doing so, the Contractor shall administer the upload of meal plans and subsequent changes that may be made throughout the semester. The Contractor shall also administer the FSUCard Ram Cash program and the off-campus solutions program.
5. The Contractor shall be required to hire one student per semester in a professional internship role (such as an office position or a nutritionist).
6. The Contractor shall provide all food service employees. The Contractor shall submit to the College, on a periodic basis determined by the University, a list of the current employees, sub-contractors and sub-contract employees assigned to the University's food service operation. The University reserves the right at all times during the agreement to require that the Contractor remove from the University's premises any employee of the Contractor or employee of any sub-contractor who presence, in the

opinion of the University, is or may be detrimental to the proper conduct of its affairs, upon written notice from the University to the Contractor. Any such request for the removal of a Contractor must be made in writing, not break any applicable employment laws and shall be administered in accordance within the Contractor's personnel policies.

7. The campus-wide director of dining services shall hold monthly meetings during the academic year with the dining services committee of the University to provide students, through the committee, the opportunity to offer suggestions and recommendations to the Contractor.
8. Notwithstanding Article XII, Section 7 the Contractor will guarantee, to the satisfaction of the University, a full and qualified staff at all times. The Contractor must, to the satisfaction of the University, supply trained and experienced chefs and cooks at all times.
9. The Contractor shall at their expense conduct CORI and SORI checks for all new applicants to whom employment is extended.
10. The Contractor shall have present at all times a visible, full-experienced manager and/or supervisor assigned to each dining area to receive customer service feedback during heavy dining periods and until services have closed for the evening.
11. The Contractor shall employ qualified students at the University, including student managers, at not less than the applicable minimum hourly wage rate at the time of hiring. Such students shall be employees of the Contractor.
12. The Contractor shall provide an in-service training program for all full and part-time employees.
13. The employees of the Contractor shall be attired in uniforms satisfactory to the University and must keep such uniforms clean and neat at all times.
14. The employees of the Contractor shall wear name tags identifying themselves at all times they are on duty at the University.
15. The Contractor shall purchase and own all china, glass, silver, smallwares and table service items except those noted in Article VI, Section 5.

16. The Contractor shall be responsible for maintaining the cleanliness of the exhaust/ventilation hoods located directly above each cooking area as part of the facilities maintenance of the kitchen areas in general.
17. The Contractor shall make a donation, in the form of a check, to the Framingham State University Golf Tournament in an amount not less than seven thousand and five hundred dollars (\$7,500.00) on or about June 1st of each year of the agreement.
18. The Contractor shall make philanthropic contributions to support activities as requested by the President of the University or by his/her designee. Such support may take the form of providing service or an annual contribution for such events as the President's Gala or other programs (e.g., professional development days; celebration programs). Contractor RFP responses must identify annual contribution commitments over the term of the contract.
19. The Contractor shall comply with all laws, rules, and regulations of any federal, state, and local governments, bureau or department applicable to said dining facilities or the service of meals therein, including the collection and payment of all applicable sales and meals tax.
20. The Contractor shall provide labor and materials (equipment and supplies) for all custodial and cleaning services in the permanent spaces it occupies as noted below. The Contractor shall maintain all tabletops and chairs, floors, interior walls and ceilings in dining areas and food preparation areas in a clean condition at all times.
 - a. McCarthy Center 1st Floor
 - All areas north of the double doors with the exception of the electrical and elevator control rooms including stairway to 2nd floor kitchen.
 - The dining services locker rooms
 - The paper goods store room
 - The Contractor and the University shall share the responsibility for maintaining the McCarthy Center loading dock, dumpster area and adjacent hallways.
 - b. McCarthy Center 2nd Floor
 - All areas north and east of the common elevator including north-south hallway, except for toilet rooms
 - The catering area adjacent to the Forum

- All preparation, service, and seating areas immediately surrounding the exhibition island and the State Street Grille
 - The Annex Dining Commons
 - The contractor office areas
- c. McCarthy Center 3rd Floor
- The Faculty & Staff Dining Room with the exception of the carpets which the University shall shampoo as needed
 - The preparation and storage area adjacent to the Faculty & Staff Dining Room
 - The preparation, service and seating areas immediately surrounding the Cyber Café with the exception of the floors which shall be maintained by both parties

21. The Contractor shall maintain all garbage and trash collection points in a clean, neat and orderly manner. The Contractor shall separate garbage and trash, according to local health requirements, and shall transport to designated receptacles provided at the expense of the University.
22. The Contractor, within two (2) hours of the completion of a catering event, shall remove all food and equipment related to the catering services provided for the meetings, conferences and special events. The Contractor shall clear and dispose of all visible waste from the furniture and the floor.
23. The Contractor shall comply with federal, state and local regulations regarding standards of sanitation as enforced by federal, state, and local agencies, including the Board of Health and to the satisfaction of the University.
24. The Contractor shall be responsible for providing an integrated pest management system for all food preparation and storage areas under the Contractor's supervision and use.
25. The University has signed the American College and University Presidents Climate Commitment. In order to comply with this Commitment, the University must achieve a number of climate neutrality goals. The Contractor shall assist the University in this endeavor by using eco-friendly products.

26. During the term of the agreement, the Contractor may grant to the University, upon its request, a nonexclusive right to access certain proprietary materials of the Contractor, including menus, signage, Food Service survey forms, software (both owned by and licensed to the Contractor), and similar items regularly used in the Contractor's business operations ("Proprietary Materials"). In addition the University may, upon its request have access to certain non-public information of the Contractor, including but not limited to recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, sub-contractor contracts, financial information, surveys and studies, and similar compilations regularly used in the Contractor's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly to the University), or (ii) any information that was available to the University on a non-confidential basis from a source other than the Contractor, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information provided by the Contractor.

The University shall not disseminate any Proprietary Materials or disclose any of the Contractor's Trade Secrets, directly or indirectly, during or after the term on an agreement. The University shall not photocopy or otherwise duplicate any such materials without prior written consent of the Contractor. All Proprietary Materials and Trade Secrets shall remain the exclusive property of the Contractor and shall be returned to the Contractor immediately upon termination of any agreement. Without limiting the foregoing, the University specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software owned by or licensed to the Contractor and not the University. Furthermore, the University's access or use of such software shall not create any right, title interest, or copyright in such software beyond the termination of the agreement. Any signage, service mark or trademark proprietary to the Contractor shall remain the exclusive property of the Contractor and shall be returned to the Contractor immediately upon termination of any agreement.

Article F: Personnel Obligations

The Contractor shall be solely responsible for all personnel actions regarding employees on its payroll. The Contractor agrees that it will abide by all state and federal laws pertaining to the employment of individuals in Massachusetts, including wage and hour laws. The Contractor shall withhold all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, and contributions to benefit and deferred compensation plans, licensing fees and workers' compensation costs and any and all other requirements as mandated by employment laws and shall file all required documents and forms.

Article G: Sales Commissions

The term "sales revenue" means the total revenue charged by the Contractor for the sale of food and other products, less any applicable sales taxes. The Contractor shall return to the University, after the close of each accounting period, a percentage of all sales revenues according to the following proposed minimum (average rate of two semesters for the mandatory plans) schedule with Contractor proposals to be submitted as part of RFP responses:

Meal Plan Sales (including all Dining Dollar purchases)

Residential/Mandatory Plans	15%
Commuter/Voluntary Plans	5%
Dining Commons Door Sales	5%
Retail Sales (Cash, Credit Cards and Ram cash)	10%
Faculty Staff Dining Room	5%
Catering Sales	10%

Article H: Capital Improvements Please see Attachment C

The University has identified a number of dining-related projects that it would like to have undertaken over the course of the contract (noted below). These projects are intended to be the minimum scope to be undertaken and Contractors are expected to: 1) propose adjustments to this minimum-identified scope (including updated cost estimates); and, 2) identify other recommended dining-related projects and funding proposals as part of the RFP response. The University is committed to providing \$100K annually in support of dining-related capital projects and it is anticipated that the minimum-identified scope could be funded over six years. As funding and proposed timing of projects and costs do not align, it is anticipated that the Contractor would provide “bridge financing” for projects with payback by University annual contributions (and associated unamortized investment commitments if the contract expires prior to full payback) as well as possible direct support for additional Contractor-recommended capital projects.

Minimum Scope Capital Projects Schedule								
Project (By Fiscal Year)		Cost Estimate	Cost Schedule					Totals
			FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
Summer 2017								
FS2 Hut - Dinning Commons/MarketPlace	Concept Change	\$30,000	\$30,000					
Coffee Cart - Hemenway Hall	New Offering	\$10,000	\$10,000					
Summer 2018								
Dunkin Donuts - North Hall	Concept Change (Sandellas)	\$300,000		\$300,000				
Red Barn - Library	Changes accounting for DD	\$10,000		\$10,000				
Summer 2019								
The "Ship" - College Center MarketPlace	Concept Change	\$30,000			\$30,000			
Summer 2020								
Dining Commons - College Center Main Dining	Enhancements	\$150,000				\$150,000		
Summer 2021								
Juice Bar - Athletic Center	Concept Change/Enhancements	\$50,000					\$50,000	
Summer 2022								
Fac/Staff Dining - College Center	Enhancements	\$20,000						\$20,000
Aggregate Investment		\$600,000						\$600,000
Annual Cost			\$40,000	\$310,000	\$30,000	\$150,000	\$50,000	\$20,000
Aggregate Cost			\$40,000	\$350,000	\$380,000	\$530,000	\$580,000	\$600,000
University Annual Investment			\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
University Aggregate Investment			\$100,000	\$200,000	\$300,000	\$400,000	\$500,000	\$600,000
"Bridge Financing" Required			\$0	(\$150,000)	(\$80,000)	(\$130,000)	(\$80,000)	\$0

Article I: Termination

The University and the Contractor further mutually understand and agree that the Contractor shall abide by the terms and conditions of the proposal specifications and to the following:

1. That the University shall have the right at all times to inspect the services and premises to determine the quality of the products and services and that the Contractor maintains the premises in a clean and sanitary condition.

2. Termination without cause

Either party may terminate the agreement at any time during its term without cause by giving not less than one hundred twenty (120) days prior written notice to the other party of the intention to terminate the agreement and the specific termination date.

3. Termination for Cause

If either party fails to comply with any of the obligations required of it in the agreement, and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within a reasonable time (but in no event later than (i) ten (10) days for failure to make payments due and (ii) twenty (20) days in the case of other failures), then the other party shall have the right to terminate the agreement immediately giving written notice of that intention.

4. Rights Beyond Termination

The rights of termination referred to in this agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

Article J: Insurance, Liabilities and Other Details

1. The Contractor, during the term of the agreement shall carry public liability insurance including bodily injury and property damage, products liability and workers compensation insurance as follows:

Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than twenty million dollars (\$20,000,000) for each occurrence including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of the Contractor under the agreement and, upon request, shall provide the University with a certificate evidencing such policies. All such policies shall, at no cost to the University, name the University as an additional insured to the extent indemnified under the agreement.

Certificates of Insurance shall be delivered to the University within thirty (30) days of the effective date of the agreement and thereafter on January 1 of each year following. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice of cancellation.

2. The University shall maintain a system of coverage (either through purchased insurance, self-insurance, or a combination thereof) to keep the College's buildings, including Premises, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance.
3. The Contractor shall maintain workers' compensation coverage as required by state law covering all of its employees employed in connection with the Dining Services operations.
4. **Indemnity.** Unless otherwise exempted by law, the Contractor shall indemnify, defend and hold harmless the State, including Framingham State University, its agents, officers, and employees against any and all claims, liabilities and costs for any personal injury or property damages or other damages that the State may sustain which arise out of or in connection with the Contractor's sole negligence in performance of this contract including but not limited to the intentional misconduct or conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the University or the State of Massachusetts ("State"). 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.
5. **Waiver of Recovery.** With respect to property damage, for which the parties maintain a system of coverage for their respective property, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive the termination of the agreement.
6. **Non-Contractor Approved Vendors.** The University understands that the Contractor has entered into agreement with many vendors and suppliers of products which (i) give the Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by the Contractor on behalf of the University. The University shall not require the Contractor to use products from non-Contractor approved vendors.

7. **Force Majeure.** Neither the Contractor nor the University shall be liable for failure to perform its respective obligations under this agreement when such failure to perform its respective obligations under the agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather, and energy related closings, governmental rules or regulations, failure of third party to perform their obligations due to fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather, and energy related closings, governmental rules or regulations with respect to food service operations, or for like causes beyond reasonable control of such party, or for real or personal property or damaged due to such causes.
8. Any damage to equipment, beyond reasonable or ordinary wear and tear, caused solely by the Contractor shall be repaired by and at the expense of the Contractor. In the event of the total destruction of the building or if the part occupied by the Contractor is so damaged that the premises are untenable, then either party, upon one hundred twenty (120) days written notice to the other, may terminate the agreement.
9. That the Governor or his designee, the Secretary of Administration and Finance, the State Auditor and the University Auditor or his/her designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilation of data of the Contractor that pertain to the performance of the provisions and requirements of the agreement.
10. The agreement may not be assigned by either party without the written consent of the other, except the Contractor may, without prior approval and without being released from any responsibilities hereunder, assign the agreement to any entity/affiliate or wholly owned subsidiary of the Contractor.

Article K: Equal Opportunity

The Contractor may not discriminate because of race, color, religion, gender, sex, age, national origin, ancestry, disability, sexual orientation, genetic information, active military status, participation in discrimination-related activities, status as a Vietnam veteran, or any other basis protected by applicable law, in the recruitment, selection, training, staffing, placement, assignment, utilization, promotion, termination, or other employment related activities concerning Food Service employees including its managers. The Contractor affirms that it is an equal opportunity employer. Under no circumstances shall the Contractor permit a request or suggestion by a client to place a particular manager in an account to override its non-discrimination policy.

In addition, the Contractor, and its sub-contractors, affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, and shall comply with all applicable federal, State and local laws and regulations, including but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Veteran Readjustment Assistance Act of 1974; Civil Rights Act of 1963; Age Discrimination In Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; Americans With Disabilities Act; and any additions or amendments thereto.

Article L: Notice

Any notice required or permitted to be given by either party to the other pursuant to the agreement shall be given in writing and, by certified mail, return receipt requested. Waiver or breach of any provision of the agreement shall not constitute a waiver of any other or future breach of the same Article or any other Article in the agreement. In the event of such waiver or breach all other terms and conditions contained in the agreement shall remain unchanged and in full force and effect, except by necessary implication.

Article M: Selection Process

A Selection Committee of University Personnel will meet to review the Proposals submitted in response to this Request for Proposal. Each Proposal submitted must be signed by an official of the institution who is authorized to bind the offer. The solicitation for proposals does not commit Framingham State University to award a contract to pay any cost incurred in the preparation of the proposal. The University reserves the right to select any proposal it deems in its best interest. Further, the University may accept or reject any or all proposals received and waive any formalities in the evaluation process.

Criteria to be used in the evaluation process include, but are not limited to the following:

Compliance with RFP Requirements	Proposal and Presentation
Financial Condition, Experience, and	Credibility
References	Marketing/Communication
Customer Service and Creative Solutions	Site Visits/ References
Acceptance of Contract Terms	Strategic & Business Planning
Concepts of Service	Conceptual Skills/Insight
Quality Assurance	Responsiveness to the
Personnel Qualifications/Staffing	University Community
	Pricing/Investment Proposal

A 4-point rating system of highly advantageous, advantageous, not advantageous and unacceptable will be utilized in reviewing TECHNICAL PROPOSALS. PRICING PROPOSALS will be opened after the review and rating of the TECHNICAL PRPOSALS is completed. The University will select the company offering the best value to the University.

The University, at its discretion, may request a small group of finalists to make oral presentations. The University will schedule the time and location if presentation is deemed necessary.

Article N: Contract Term

The contract term shall be for 5 years with the possibility of 5 annual renewals at the discretion of the University for a maximum of ten years. The University may negotiate such additions, deletions or changes as may be necessitated by law or changed circumstances. The successful respondent is encouraged to present new or enhanced products and services for consideration by the University during the life of the Agreement.

The University reserves the right, in its sole discretion; to terminate the contract that results from this RFP with thirty (30) days written notice to the successful company should the Agreement no longer be deemed beneficial to the University.

State law prohibits the University from agreeing to indemnification of the contracted party. Additionally, it is mandatory that the Commonwealth of Massachusetts laws apply to the performance of the contract and that jurisdiction and venue be in Boston, Massachusetts for State and Federal courts.

All other public state universities and colleges shall have the right to piggy-back on the contract resulting from this RFP. Framingham State University shall have no financial or other responsibility for any such arrangement.

Article O: Process Schedule

Date Issued: February 7, 2017

Proposers' Meeting: February 14, 2017, 9:00am Alumni Room, McCarthy Campus Center

Proposers Site Surveys: Week of February 17-24, 2017 (1 days each)

Proposer Questions Due: February 27, 2017

FSU Response to Questions: March 3, 2017

Proposal Due Date: March 15, 2017 3pm

Finalists Presentations: Week of April 3-7 (tentative)

Contract Award: May 5, 2017 (tentative)

Contract Implementation: July 1, 2017

IX. Bid Submittal Requirements:

- A. Requested information must be complete per instructions. It is required that all participating companies submit the following documents as part of their proposal:
1. A brief history of your company and a brief biography of the senior corporate and regional management of your company.
 2. Evidence of financial stability and ability to finance the operational and capital costs presented in your proposal. A copy of your company's annual report, 10K or audited financial statements for your last fiscal year is required.
 3. A list of your higher education accounts comparable to Framingham State University in size and scope. This list should include College and University accounts where the food service program volume is in excess of \$7 million annually.
 4. A list of all current higher education clients in the northeast area of the USA with names, titles, addresses, e-mail addresses and telephone numbers of client representatives who may be contacted for reference purposes.
 5. A list of all higher education clients in the northeast area of the USA that have been lost in the last five years, with names, titles, addresses, e-mail addresses and telephone numbers of client representatives. Reasons for the loss of the account should be noted.
- B. The FSMC is required to submit a sample contract document. The requirements, specifications and conditions of this RFP shall be referenced. If the FSMC is not in agreement with any terms, specifications or conditions outlined in this RFP, FSMC shall submit a detailed

list of exceptions with proposed company terms. The University shall review and draft the final contract document.

However, FSU is not interested and as such will not accept a contract document drafted by the FSMC as the final contract. All RFP standards, specifications and policies are and will become the contract document as written.

- C. The FSMC is required to present a detailed transition plan from date of contract award through September 1, 2017.
- D. The University reserves the right to disqualify any proposal which does not meet all terms of the contract agreement set forth within the RFP document.
- E. **A tour and pre-proposal orientation meeting** of University food service operations, as outlined in the bid proposal letter, will be as follows:

A mandatory tour and pre-proposal orientation meeting of FSU University food service operations is scheduled for February 14, 2017

9:00 am, mandatory meeting to review RFP

10:00 am, begin tour of dining facilities

Contact John Budron in the office Procurement Office by email at:

jbudron@framingham.edu to submit the names and emails of those who will be attending

FSMC are limited to three (3) participants, please identify the contact person and their email. A written summary of the meeting will not be prepared and distributed, FSMC are responsible for any information gathered.

- F. Questions and any requests for additional information from the University, after the pre-proposal and fact finding meetings must be sent to Ted Mayer and John Budron via e-mail: tmconsultinggrp@gmail.com, with copies to John Budron, Director of Procurement at jbudron@framingham.edu
- G. Questions shall be submitted in one transmittal, no later than February 27 at 5:00 pm. The University shall answer questions that it determines to be valid. The answers shall be distributed via email to each participating FSMC contact person attending the pre-proposal meeting.

FSMC proposers shall not attempt to directly contact University personnel.

- H. All participants will receive written responses to any questions or request for additional information during the RFP process. Email is the preferred method of correspondence. If it is necessary to revise any part of this RFP document, that revision will be provided to all FSMC participating in the RFP process.

On-campus fact finding visits can be scheduled for Monday, February 13 through Friday, February 24 for each potential bidder. Each bidder will be scheduled for one day each so there will be enough time to observe each venue at the various service times. FSMC are limited to six (6) participants. Contact John Budron in the office Procurement Office by email at: jbudron@framingham.edu to submit the names and emails of those who will be attending.

- I. Proposals are due no later than 3:00 p.m., March 15, 2017.

Proposals received after that time will not be considered.

- J. Technical Proposals should be prepared in sealed envelopes or packages and plainly marked: **"Technical Proposal to Manage Food Services at FSU University"**. The financial information should be prepared in *sealed separate envelopes* or packages plainly marked **"Confidential: Pricing Proposal to Manage Food Services at FSU University."**

Five (5) completed proposals, both Technical Proposal and Pricing Proposal, must be delivered by 3:00 PM EST, March 15, 2017 to:

Mr. John Budron
Director of Procurement and Contracts
Framingham State University
Dwight Hall Room 201
100 State Street
Framingham, MA 01701

Please include an electronic copy on a flash drive with EACH of the 5 hard copies of your proposal.

One (1) copy, via express overnight mail services **without signatures required at time of delivery to:**

Mr. Ted Mayer, President,
TMC Group, LLC
52 Melrose Street
Portland, ME 04101
617.875.7882

Please include an electronic copy on a flash drive with the hard copy of your proposal.

One (1) copy, via express overnight mail services **without signatures required at time of delivery to:**

Mr. Tom Mac Dermott, President
Clarion Group
PO Box 158
Kingston, NH 03848-0158
603.642.8011

Please include an electronic copy on a flash drive with hard copy of your proposal.

The financial information for the consultants should be included on the flash drive.

The FSMC awarded this contract shall be an independent contractor in the performance of the work contemplated herein. The FSMC shall not sublet, assign, transfer nor delegate any responsibilities under the contract without prior review and written consent of the University.

FSMC shall bear all costs associated with the preparation, delivery and verbal presentation of their proposal. The University is not liable for any costs incurred related to the food service RFP process or operations prior to the execution of a contract between FSU and the successful FSMC.

Any responses received after this time shall be considered non-responsive.

This RFP is being advertised on COMMBUYS, the statewide electronic marketplace, strictly for the benefit of trying to reach the widest possible audience. All communication involving this RFP should be directed to Framingham State University as noted in this RFP.

Any and all communication regarding this Request for Proposal shall be directed to John Budron, Director of Procurement and Contract Management. He can be reached at jbudron@framingham.edu. Failure to follow this instruction shall result in immediate disqualification of the interested party.

Questions and inquiries should be mailed to jbudron@framingham.edu and must be submitted by February 27, 2017. The subject line should be: **Dining Services RFP Question**. Any oral communication shall be considered unofficial and non-binding on the University. Written responses will be copied to all respondents submitting an expression of interest.

As a public institution we are subject to all State and Federal regulations regarding the release of public records and information

Required Proposal Information and Format

Technical Proposal

Submit Technical information in the appropriate sections from the Table of Contents marked II – IX. Clear presentation of FSMC policies, systems and procedures are required in response to the requests made in this document. The FSMC should enclose any company materials that will facilitate the evaluation process for the RFP committee.

Pricing/Investments Proposal

1. Cost of each service
 - a. With associated anticipated hours of operations of each venue
 2. Statement of Ongoing Fees
 3. Pricing Information
 - a. Resulting Meal Plan rates indicating both Contractor billed rates and University commission
 - b. Retail venues pricing for standard offerings
 - c. Catering prices for standard offerings
 4. Philanthropic contributions commitments
 5. Capital funding/financing commitments
 6. Total anticipated annual commissions, philanthropic contributions, and capital commitments support for the University for the standard term (5 years) of the contract
-
- All information received in response to this RFP shall become the property of Framingham State University. The University will treat such information as confidential as permitted by law. In addition, all economic details of the contract between FSMC and the University are the private information of the FSMC and the University and may not be disclosed to third parties without express written consent of the University.
 - Framingham State University retains the right, at its discretion, to accept or reject without discussion, any proposal or part thereof, submitted in response to this RFP.

Required Forms – See Attachment D

Please complete the required attached forms. These forms are required by the Commonwealth of Massachusetts Operational Services Department. Failure to submit completed forms along with your TECHNICAL PRPOSAL may result in your proposal being deemed non-responsive. The Commonwealth Standard Agreement and Terms and Conditions cannot be negotiated.

Attachment A.

Cost Responsibility Summary – Framingham State University

Framingham State University has determined the following cost responsibility summary to be a necessary part of their RFP. Responsibility for costs that are not provided under the contract terms, but are necessary to the efficient on-site operation of the food service program and are directly incurred for the University's operation, must be assigned by Framingham State University and agreed to by the FSMC prior to execution of a contract between the parties:

	<u>FSMC</u>	<u>Framingham</u>
<u>FOOD:</u>		
Food purchases	X	
Processing and payment of invoices**	X	
<u>LABOR:</u>		
Wages	X	
Fringe benefits and insurance	X	
Payroll taxes	X	
Workers compensation, Unemployment and Disability Insurance, as required by law	X	
Preparation and processing of payroll**	X	
Contractual buyouts, penalties & legal fees	X	
Contract Liaison (billed from client to FSMC)	X	
<u>OTHER:</u>		
Paper and cleaning supplies	X	
<u>Small wares and china:</u>		
Initial inventory		X
Replacements during operation	X	
Point of sale equipment	X	
Computer hardware, leases or purchases	X	
Computer software, leases or purchases	X	
Telephone & Network Connectivity		X
Menu printing and distribution	X	
Website maintenance	X	
Uniforms, laundry and linen	X	
Furniture and Fixtures		X
Sanitation of dining room tables and chairs	X	
Contract cleaning and maintenance of fire suppression and exhaust systems	X	
Maintaining dining room floors	X	

Trash removal:

From food service areas to designated area	X	
From premises	X	
Cleaning of production, storage and service equipment	X	
Building and equipment repair (not due to FSMC employee negligence) and maintenance		X
Food loss resulting from electrical equipment failure, fire, flood, theft, vandalism except where caused by intentional acts of FSMC employees	X	
Damage to FSMC or their vendors' equipment	X	
Damage to University property by vandalism or FSMC employee acts of omission	X	
Routine food service elevator maintenance	X	
Annual routine sewer line cleaning	X	
Removal of grease and cooking oil	X	
Regular cleaning of grease traps		
Exterminating services	X	
Product, Contractual and Tort Liability Insurance	X	
Utilities	X	
Employee recruitment and relocation**	X	
Income taxes resulting from operations**	X	
Sales tax collection and payment	X	
Meal Plan & Catering software for food service reporting & accountability	X	
Credit card equipment and fees	X	
Franchise, licensing fees and royalties **	X	
Food permits and liquor licenses	X	
Vehicles used exclusively for food services	X	
Courier Services: (Bank Deposits, etc.)	X	
Recycling Program		X
Regional, District, Corp mgt visitations/meetings travel & related expenses**	X	
Fees associated w/late payments, expedited services.	X	
RFP costs as supplied through the consultant	X	

All Others- Please specify. All expenses and payment responsibility must be approved by the University prior to inclusion on operating statements.

** Indicates FSMC costs, which will not be allowed as a direct cost of operation.