

RFP No. RL-2157

A
REQUEST FOR PROPOSAL (RFP)
FOR
UNIVERSITY OF WISCONSIN EAU CLAIRE
FOR
DINING SERVICES

Issued By
University of Wisconsin
Office of Procurement
February 28, 2002
Proposals Due Date
2:00 PM CST

THERE WILL BE NO PUBLIC OPENING

Proposer's Meeting

Date: Monday February 11, 2002

Time: 9:00am

Room: Menominee Room 2nd floor Davies Center

Parking permits available at
Visitors Booth

Return to:
University of Wisconsin
System Procurement office
780 Regent Street,
Madison, WI, 53715

Submit proposal in accordance with
Section 2.0 of this RFP.

Late Proposals will be rejected.

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1 GENERAL INFORMATION DINING SERVICES

1.1 Introduction and Background

The University of Wisconsin – Eau Claire invites your company to submit a Sealed Proposal for the operation of Dining Services consisting of the Residence dining (board) program, cash, catering, concessions, malt liquor and alcoholic beverage sales, Children’s Center program and convenience store.

The State as represented by University of Wisconsin System Administration office of Procurement and University of Wisconsin – Eau Claire intends to use the results of this process to award a contract for Dining Services.

1.2 Scope of Project

The University is seeking a nutritional, high quality, cost effective and innovative solution to the food service needs of the University and its guests. These services must be provided in a manner that will enhance academic and student life programs. The University believes the board program is the backbone of campus dining and must have high quality, meeting the needs of the residential students. The retail program should be enhanced, providing options and balance. The University believes that there is potential for growth in all segments of the Dining Services program.

A comprehensive marketing strategy that integrates the contractor with the University is vital to the growth of sales on campus. The program should articulate solutions to the needs and concerns of students, faculty, staff and guests.

The University of Wisconsin Eau Claire is a major undergraduate and regional graduate campus in the statewide University of Wisconsin System, ranking among the top education systems in the nation. Undergraduate headcount enrollment in Fall of 2000 was 10,212 and graduate headcount enrollment was 418, for a total headcount enrollment of 10,636.

The University is interested in a partnership with a dining service contractor that will offer innovative ideas for management of the campus dining program. The University is requesting continuation of the following food court concepts to include: 1) sub sandwiches 2) hamburgers 3) coffee shop 4) Italian (pizza & pasta) 5) Mexican (tacos, etc.), and 6) Oriental (Chinese, etc

The University is in the process of developing a major expansion and remodeling project for Davies Center, and any significant remodeling of food service areas will need to be done in conjunction with or as a part of that project. Therefore the university is not requiring or expecting a major financial investment for facilities but is instead seeking the best structure or return for the students relative to the dining services pricing. The University will work to build infrastructure to accommodate changes and will expect the contractor to provide specialized equipment if it is not part of the University inventory.

The University welcomes and requires innovative ideas for management and product mix offered through retail dining operations as well as innovative changes to the Residential dining program. The goal is to create a total dining service program that meets the needs of a diverse student body and faculty and staff, and extensive camp/conferences on campus. We are encouraging aggressive marketing to maximize revenue, and the highest standard of excellence in quality and service, at a reasonable cost to the students. The University and the contractor will work cooperatively to complement the mission of the campus and enhance campus life.

1.3 Procuring and Contracting Agency

This RFP is issued for the State of Wisconsin by the University of Wisconsin System Administration Procurement office which is the sole point of contact for the State during the proposal evaluation process. The contract resulting from this RFP shall be between the State of Wisconsin, Board of Regents of the University of Wisconsin System doing business as the University of Wisconsin-Eau Claire, hereafter referred to as the "University" and the successful proposer hereafter referred to as the "contractor" for the provision Dining Services according to the terms set forth herein. The Director of University Centers & Programs shall be the representative of the University responsible for the administration of the contract and referred to herein as "Campus Contract Administrator." Candice Wilson, Operations Manager, will serve as the operational manager of the UW-Eau Claire Dining Services contract.

1.4 Definitions

The following definitions are used in this RFP:

Proposer: company who has submitted a proposal in response to this RFP.

Contractor: proposer awarded the contract.

University: University of Wisconsin – Eau Claire

State: State of Wisconsin

System Procurement office: UW System Administration System Procurement office

CCA: Campus Contract Administrator

QSR: Quick Service Restaurant- a variety of retail chain operations that specialize in chicken, hamburger, pizza, sandwiches, Mexican, and sweet concepts

Branding: National or regional recognized manufacturers/suppliers of items such as but not limited to bakery, beverage, breakfast, condiments, snacks, entrees or cereal items.

Meal Plan Points: Points in a student declining balance account purchased as part of one of several meal plan options

Blugold Dollars: Dollars placed in a debit account with the University by any holder of a University identification card

1.5 Clarification's of Specifications and Requirements

Additional information necessary to assist the proposer in interpreting these specifications must be submitted in writing on or before February 11. Submit to:

Mr. Rich Lampe
Senior Program Administrator
UW System Administration- Procurement Office
780 Regent Street
Madison, WI 53715

Proposers are expected to raise any questions, exceptions or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP.

In the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP.

Failure to acknowledge receipt of supplements or revisions, in accordance with the instructions

contained in the supplement or revision, may result in proposals not being considered. Each proposal shall be predicated upon all the terms and conditions of the RFP and any and all supplements or revisions thereof.

If the proposer fails to notify the University of a known error in the RFP and a contract is awarded to the proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

1.6 Reasonable Accommodation

The System Procurement office will provide reasonable accommodations including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If you think you need accommodations at the vendor conference, contact System Procurement office, Rich Lampe, 608/262-9138 (voice).

1.7 Vendor Conference/Site Visit

A required vendor's meeting is scheduled as indicated to present the proposal, respond to questions and conduct food service facilities tours.

Proposers are required to inspect the project site completely prior to submitting their proposal in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

1.8 Calendar of Events

Listed below are the estimated dates and times of actions related to this RFP.

Event Completion Date

RFP to proposers	January 29, 2002
Proposer's meeting	February 11, 2002
Response to vendor questions	February 18, 2002
Written proposals due	February 28, 2002
Evaluation and presentations	
completed if required(estimate)	March 7, 2002
Contractor notification (estimate)	April 11, 2002
Contract start date	June 1, 2002

1.9 Contract Commencement Term and Funding

It is the intent of the University to commence the resulting contract on June 1, 2002.

The contract shall be effective on the date indicated on the contract and shall run for one (1) year from that date with the option of SIX (6) additional one year periods. This contract shall automatically be extended into the next optional period unless either party notifies the other, in writing, one hundred and eighty (180) calendar days prior to the expiration of the initial or succeeding contract terms.

The University may discontinue this contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

1.10 Firm Proposals

All prices, and guarantees in the proposal shall remain firm for a minimum of one hundred twenty (120) days from the date of proposal opening.

2 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor will be based on the information submitted in the vendor's proposal plus references and any required on-site visits. Each proposer shall furnish a complete description of capabilities in the field of Dining Services. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (i.e., expensive art work) beyond that sufficient to present a complete and effective proposal are not necessary or desired.

2.2 Incurring Costs

The University is not liable for any cost incurred by proposers in replying to this RFP.

2.3 Submitting the Proposal

2.3.1 How?

In order to be considered in the proposal evaluation process, all proposals must be packaged, sealed and show the following information on the outside of the package: Proposer's name and address, request for proposal title, proposal due date and RFP number.

2.3.2 Where?

The original proposal package, one (1) copy, must be delivered to:

Rich Lampe
Senior Program Administrator
UW-System Procurement office
Regent Street
Madison, WI 53715

2.3.3 When?

Original proposals with cost proposal form, must be received by UWSA System Procurement office no later than 2:00 p.m. CST, February 28, 2002. Proposers must allow sufficient time for delivery of their proposal by the time specified. Proposals that are not submitted on time will be rejected.

The cost proposal form should be submitted in a separate envelope from the written proposal.

Proposals must be received in the above office by the specified time stated above. All proposals must be time-stamped by the UWSA System Procurement Office by the stated time. Proposals not so stamped will not be accepted. Receipt of a proposal by the State mail system does not constitute receipt of a proposal by the System Procurement Office for purposes of this

RFP.

2.3.4 Response Duplicates

Ten (10) copies of the proposal, **without cost proposal form**, must be delivered to:

William B. Harms, Associate Vice Chancellor for Student Services
105 Hilltop Center, UW-Eau Claire, Eau Claire, WI 54702-4004

The additional proposal copies package shall be delivered by the original copy deadline. They must be sealed and shall remain sealed until notification by System Procurement office. Only proposals submitted to System Procurement office prior to the deadline shall be considered.

2.4 Response Affidavit

Proposals submitted must contain a non-collusion affidavit and signature block information as specified in Attachment A.

2.5 Proposal Organization

Proposals should be a complete and concise description of the proposer's ability to deliver materials, equipment or services. Proposals must be organized and presented in the order and by the number assigned in this RFP. Proposers should clarify whether they agree or take exception to each of the specifications. Proposals should be typed and submitted on 8.5" x 11" paper bound securely. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked.

The RFP sections which should be submitted or responded to are:

Cover Page

Introduction

Required proposers information Section (4.0)

Response to technical requirements (5.0)

Response to mandatory requirements (6.0)

Response to Special terms and conditions (7.0)

Cost proposal Form (9.0)

Required forms

- Affidavit--Attachment A
- Designation of confidential and proprietary information
- Attachment B

2.6 Response Glossary

Any proposal submitted should provide a glossary of all abbreviations, acronyms and technical terms used to describe the services or products proposed. This glossary should be provided even if these terms are described or defined at their first use in the proposal response.

2.7 Multiple Proposals

Multiple proposals from a vendor will be permissible, however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc., on each page included in the response.

The University shall not consider a cost plus management fee contract proposal nor operations which require extended term subsidy of food services. The University shall only consider proposal

alternates from those proposers who have met qualifications and have completed the required submittal form.

2.8 Certification of Independent Price Determination

2.8.1 By submission of this proposal, the proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this RFP:

2.8.1.1 Independent Pricing and Board Rates

The prices, guarantee and board rates in this proposal have been arrived at independently, without consultation, communication or agreement with any competitor for the purpose of restricting competition.

2.8.1.2 Disclosures

Unless otherwise required by law, the prices, guarantee and board rates, which have been quoted in this proposal have not been knowingly disclosed by the proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other proposer or to any competitor.

2.8.1.3 Restriction of Competition

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.8.2 Proposal Signatory Authority

2.8.2.1 Responsibility

He/she is the person in the proposer's organization responsible within the organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.8.1.1 through 2.8.1.3 above.

2.8.2.2 Agent Authorization

He/she is not the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions; and he/she has the authority to certify that such persons have not participated, and will not participate in any action contrary to 2.8.1.1 through 2.8.1.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.8.1.1 through 2.8.1.3 above.

3 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation of Mandatory Qualifications

Proposals will first be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the University reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

Each proposal shall be evaluated first on whether required qualification criteria are met on a pass/fail basis.

The qualification criteria which the proposer must meet to be considered for an award are:

- The proposer must currently own the specified business and must have owned and operated the specific business continuously a minimum of five (5) years.
- The proposer must currently operate University and/or commercial food services consisting of Residential Dining and cash and catering with minimum annual gross sales of \$2,500,000 for these accounts.
- Reference checks from a minimum of five (5) clients currently under contract with your company must indicate high quality of service has been performed consistently.
- Financial capacity of the proposer as determined by the University must be sufficient to support the specified service, provide initial inventories, equipment and labor and cash flow to guarantee performance.
- The proposer's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workload.

3.2 Evaluation Committee

All accepted proposals shall then be evaluated by an evaluation team. Evaluation and selection of the contractor shall be based on the information submitted in the proposals. The team may review references, require oral presentations and conduct on-site visits to proposer accounts and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.05 to provide up to a five percent (5) preference to these businesses. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

3.3 University Right to Waive and Negotiate

The University reserves the right to waive information in proposals and to reject any and all proposals. And after the evaluation process, to negotiate the terms of the contract with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the University may negotiate a contract with the next highest scoring proposers.

3.4 Evaluation Criteria

The proposals shall be scored based on contractor's response to this request:

- 625 - Program – Service and quality considerations
- 375 - Residence (Board) program and guarantee

1000 - Total Possible Points

3.4.1 Overall Plan of Operation (625 Maximum Points)

Residential Dining Plan

Retail

Catering

Summer programs

Hours of Operation

Creative Programming Concepts

Convenience Stores

Children's Center

Personnel

Marketing

Technology

Overall quality of program and proposal

3.4.2 Cost-Residence (Board) program rates and guarantee (375 maximum points)

To determine the points to be awarded for fixed board and meal rate and guarantee, the following formula is used:

Lowest total financial costs (constant)

(Board rate and meal rate costs less annual guarantee)

_____ X 375 = score

Other proposals (varies according to firm being scored)

The lowest costs shall score 375 points.

Calculation of points awarded to subsequent firms will use the lowest costs proposed as a constant numerator and the total dollar amount of the firm being scored as the denominator. (This result will always be less than one). The result is then multiplied by 375 to total for the final cost score.

Note: The lowest cost proposer will not necessarily be awarded the contract.

3.5 Oral Presentation

The highest scoring proposers may be required to make oral presentations to clarify their proposals. In conducting these discussions, there shall be no disclosure of any information obtained from any competing proposer. These presentations may be scheduled and held after receipt and evaluation of the proposals to provide an opportunity for the proposer to supplement and/or clarify the proposal for the evaluation team. Should a proposer refuse to honor the request for oral presentation or complete an oral presentation before the date established in the calendar of events of this RFP, it may result in disqualification. Since oral presentations may not be requested, each proposer should make this written proposal concise and complete.

3.6 Site Visitations

Representatives from the University reserve the right to inspect the proposer's facilities and other operations under the proposer's management prior to award of this proposal.

3.7 Award and Final Offer

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

3.8 Notification of Intent to Award

All vendors who respond to this RFP will be notified in writing of the State's intent to award the contract as a result of this RFP.

After notification of the intent to award is made, and under the supervision of System Procurement office staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at 780 Regent Street, Madison, WI 53715. Vendors should schedule reviews with Rich Lampe at 608/262-9138.

3.9 Dispute Process

Any dispute of the University's award must be made no later than five (5) working days after the award notice is issued by System Office of Procurement. Written notice of dispute must be filed with the President of the University System in care of:

Ruth Anderson
Director, System Office of Procurement
University of Wisconsin System Administration
780 Regent St., P.O. Box 8010
Madison, WI 53715

A complete written dispute must be received by the Director, System Office of Procurement no later than five (5) working days after the award notice is issued.

4 REQUIRED PROPOSER INFORMATION

The following information is required to determine if the proposer has the financial, managerial, and operational capabilities as well as resources to operate the account. Only those proposers determined to be responsible by the University in the above categories shall be considered for award.

Proposers shall provide a written response to all required Proposer's Information. Each response shall be numbered to coincide with the numbering below and presented in the sequence listed. The Proposer's Information should provide a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content.

Omission, inaccuracy or misstatement may be sufficient cause for rejection of the proposal.

Proposer's information is required even if it is currently on file at UW System Procurement office with previous or current bids or proposals.

The required Proposer's Information is as follows:

4.1 Names of All Owners

Name and address of operating company and the names of all owners of the company or principals of the corporation.

4.2 Experience

The duration and extent of experience in the operation of Dining services. Explain in detail.

4.3 Similar Operations

A list of operations of similar complexity where you are, or have within the last year, owned and provided the specified service. Give length of time at each account, name, address and phone number of contact person of each operation. The list shall include a minimum of five similar operations. Include brand name fast food operations with which your company is or has been affiliated and what the affiliation has included.

4.4 Operating Statements

A complete operating statement or annual report as of your last fiscal year of operations. A Branch/Division operating statement or annual report for the area to which the University is assigned. Certification of this report by a Certified Public Accountant may be required.

4.5 References

A list of related food service industry and bank references with which the company is currently transacting business. If your company will require monetary assistance to operate this account, state amount required and anticipated source.

4.6 Internal Accounting program

Description of your internal accounting program for:

- 4.6.1 Inventory control for on-location storage areas.
- 4.6.2 Dining Food Service personnel accounting controls.
- 4.6.3 Method of recording, checking and reporting sales.
- 4.6.4 Internal control of cash handling.
- 4.6.5 Internal audit system.
- 4.6.6 Distribution formulas/basis for allocable account/unit expenses.

4.7 Proposed Accounting Forms and Operating Statement

Regular accounting forms used with detailed explanation of each and their importance, including a proposed set of monthly operating statements intended to satisfy the requirements of the resulting contracts.

5 TECHNICAL PROGRAMS

PLAN OF OPERATION

- 5.0 Describe your vision for dining services at UW-Eau Claire, including residence dining, retail, marketing/customer service, and potential renovations. Where do you see the dining service going over the length of the contract?

5.1 Residence Dining Program

- 5.1.1 Submit an outline describing the number, portion size and type of entrees, vegetables, salads, desserts, cut fresh fruits, beverages, regular features, ethnic varieties, bakery (cookies, pies, etc.), deli options etc., to be offered at each meal. Include all monthly menu cycles and service concepts you propose to incorporate.
- 5.1.2 Describe service programs for “exhibition cooking,” open grilling, service islands, branded/signature concepts, kiosks, short-order cooking you intend to place in the Terrace and Riverview Cafeterias.
- 5.1.3 Provide a sample list of “heart healthy,” low cholesterol, low fat and vegetarian/vegetable-based entree options available for all meals and describe how you plan to incorporate such options into the menu.
- 5.1.4 Describe your program for sick trays, “to go” breakfasts, lunches and dinners (cold and hot), pack-out picnics, class conflicts, and bag lunches.
- 5.1.5 Designate the frequency and nature of pace changers, “special meals,” “fine dining,” theme dinners and steak/shrimp nights you propose to include. Provide menus for theme dinners and a list of pace changers you intend to offer.
- 5.1.6 Describe your meal plan options for off-campus students, faculty and staff.
- 5.1.7 Explain the details of nutrition education/awareness programs/labeling of all foods you propose to provide.
- 5.1.8 Describe how these concepts will meet the needs of the student body and be responsive to student preference.
- 5.1.9 Describe how you will facilitate a fixed meal transfer in all retail dining facilities. Include the method for transfer value or method you would use and include sample menus
- 5.1.10 Describe plans for retail operations to include menu offerings, etc.

5.2 Retail Program

- 5.2.1 Provide a comprehensive menu with proposed cash prices/portions, for each of the University Center dining operations (Higher Ground, Little Niagara Inn, the Dulany Inn, Cruising Café, food courts, a coffee bar, etc.), denoting heart-healthy, low cholesterol, low-fat and vegetarian/vegetable based options. Describe any service variations/programs for breakfast, lunch, dinner and evening you plan to implement. Describe your definition of heart-healthy, low cholesterol, low-fat and vegetarian/vegetable based options.

- 5.2.2 Describe your proposed coffee bar/cart and cyber cafe production/service operation.
- 5.2.3 Describe your proposed made-to order sub/wrap and soup concept.
- 5.2.4 Describe the national/regional branded food concepts that you would propose for each service location.
- 5.2.5 Describe your proposed operations for salad bars, deli bars and other ethnic or specialty operations.
- 5.2.6 Describe any other food cart/operations you would propose in any other campus locations.
- 5.2.7 Describe how these concepts will meet the needs of the student body and be responsive to student preference.
- 5.2.8 Describe hours of operation for University Centers food service operations. At least some retail service is to be available each day throughout the entire year when the faculty, staff or students are present.
- 5.2.9 Describe your plans to implement change and provide a fresh look to the retail operations from year to year, through the life of the contract. Explain your investment needed for this change.

5.3 Catering Program

- 5.3.1 Describe your comprehensive catering menu, price selections, service option (linens, etc) offered to meet the University community needs for both low and high budgets effective September 1, 2002. Describe your menu and presentation ideas and how you will keep it creative throughout the life of the contract.
- 5.3.2 Describe how you would produce ethnic meals in coordination with the multicultural student organizations on campus to satisfy their needs.
- 5.3.3 Describe any product branding you will incorporate into your catering program.
- 5.3.4 Describe how you will develop a creative catering program to respond to student program needs for inexpensive catering options as well as describe your coffee setups and "under \$100.00 type events" service programs.
- 5.3.5 Describe your “ no frills” pickup catering programs including sales of product and supplies to recognized student organizations for outdoor food sales as a fundraiser.
- 5.3.6 Describe your bartender training programs and alcohol education training.
- 5.3.7 Describe your proposed pricing strategies for catered alcoholic beverage service using Appendix II information as a guide.
- 5.3.8 Describe your service variations and presentations for beverage service.
- 5.3.9 Describe any minimum guarantee requirements for catered services.

5.4 Summer Programs

- 5.4.1 Describe your plans to operate summer programs. Include menu, menu portions, menu cycle, type of service, days of service, times of services, seconds policy, management assignments, and other related areas. This service is typically provided seven days per week during the months of June through August.

5.5 Hours of Operation

- 5.5.1 Detail your service hours in the residential dining areas (academic year, winterim, and summer session).
- 5.5.2 Detail your hours of operation for all retail operations during the academic year, winterim, and summer session (include when school is not in session).

5.6 Creative Programming Concepts

- 5.6.1. Describe your vision for food service operations and detail your plan for active partnering to make the food service concepts and the new convenience store concepts compatible with the overall University Dining Services goals. Include your ideas for keeping operations new, exciting and revenue-producing for the life of the contract.

5.7 Convenience Store

- 5.6.1 Describe your plans to operate a convenience store including recommended service hours, product lines, management assignments, etc.

5.8 Children' s Center

- 5.7.1 Describe how you will operate a child care dining program to include lunch each day (Monday though Friday) in the academic year. Approximately 72 child care students, ages 2-6, require Dining Services. (see Appendix II for program specifications).

5.9 Personnel

5.9.1 Management Experience

- a) Describe your regional and corporate support structure and any special resources available to the account management team. (Provide an organizational chart.)
- b) Describe the proposed management team, number of positions, appointment period for each position, where they would be stationed, and qualifications. Include your minimums for each position with regard to education level, work experience, marketing skills, communication skills, customer service training/ skills, and employee training skills.
- c) Provide salary ranges for the management positions you intend to have on campus.
- d) Discuss corporate training/educational opportunities available to them and employee retention program.
- e) Provide a division of responsibility for on-campus personnel that will include the campus food service director' s freedom/authority to make operational and financial

decisions at the campus level.

- f) **DIETICIAN:** Describe your plan to have a registered dietician available for coordination of a nutrition awareness program, menu evaluation, observe food production, sanitation methods, and student consultation by appointment.
- g) **CHEF:** Describe the qualifications for a chef that will be part of the management team. Duties to include menu design, recipe development, staff training, cooking and catering oversight.
- h) **MARKETING MANAGER :** Describe the qualifications for the marketing manager that will be part of the management team and will work collaboratively with the University Center/ Residence Dining marketing team to develop and implement a long term integrated marketing plan for University Dining Services.

5.9.2 Work Force

- a) Provide an overview of your plan to adequately staff the UW-Eau Claire account. Include all management positions, administrative support positions and non-management positions for all operations.
- b) Describe employee training programs, including orientation, food handling, preparation, and presentation, sanitation, safety, nutrition, customer service needs, equipment use/abuse diversity and sensitivity training or others you intend to implement along with your timeline.
- c) Describe plans for staffing special functions such as Board of Regents meetings, Commencement, Governors visits, etc.
- d) Describe the on-campus administrative accounting support for billings, meal plan points and Blugold dollars reconciliation and financial accountability.
- e) Provide an outline of your daily housekeeping and sanitation program, including recycling efforts, including a plan for implementation.
- f) Describe your student help employee plan, include the salary structure, plans for pay increases and methods used to insure that the salaries remain competitive with salaries at the University and with other local food establishments.
- g) Describe your plans for temporary help when students are not available to fill positions, typically during start up time periods.
- h) Describe your student manager program, along with any internship programs you plan to offer at/with UW-Eau Claire.

5.10 Marketing

- 5.10.1 The proposal shall include a comprehensive marketing plan and budget for University dining. The proposal shall include a description of strategies for promoting special events, theme meals, involvement/collaboration with other University programs/offices and use of our facilities.

The proposal shall include examples of systems used to evaluate customer tastes and satisfaction, along with customer evaluation methods and schedules and a method to calculate and respond to survey information.

- 5.10.2 Define your vision of quality customer service. Describe how you will incorporate this vision into the Residence, Retail, and Catering on campus.

5.11 Technology

- 5.11.1 Explain how and what technology you will be using on campus and what technology is available from your company (food delivery/ordering/inventory systems, business systems, etc.).
- 5.11.2 Explain timesaving systems you have in place that will allow your management more customer service-related face time.
- 5.11.3 Explain technology or software that will be used to enhance the menu development, recipe costing, and nutritional information available to customers.

6 MANDATORY REQUIREMENTS

Each of the requirements must be responded to in the format and order presented in each section even if the answer is simply yes or no.

6.1 Food and Supplies

6.1.1 Compliance With U.S. Grades

All food and supplies purchased shall be in conformance with the specified minimum United States Standards for Grades. In the absence of grade labeling, the contractor shall provide the University with packers' labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. The University shall periodically, or as deemed necessary, inspect the contractor's inventory of food and supplies to determine that purchase standards are maintained.

6.1.2 Grade minimum for food items shall be:

- 6.1.2.1 Meat U.S.D.A. No. 1 or U.S.D.A. choice, cut to I.M.P. specifications.
- 6.1.2.2 Seafood - U.S. Grade A, certified
- 6.1.2.3 Poultry - U.S. Grade A
- 6.1.2.4 Eggs - U.S. Grade A medium size
- 6.1.2.5 Pure ground beef - U.S.D.A. utility or better, not to exceed 18% to 22% fat.
- 6.1.2.6 Fresh fruits, vegetables - U.S.D.A. No. 1 or Grade A, fancy
- 6.1.2.7 Canned fruits, vegetables, juices - U.S.D.A. Grade A or fancy canned
- 6.1.2.8 Frozen fruits, vegetables, juices - U.S.D.A. Grade A
- 6.1.2.9 Dairy products, cheese - U.S.D.A. Grade A

6.1.3 Low Fat Products

The contractor shall use natural, low fat products whenever possible. Natural, low fat processed cheeses may be used for cooking purposes. Non-processed cheeses shall be used for catering unless processed cheeses are specifically requested.

Tropical oils may not be used by the contractor for cooking purposes.

6.1.4 Meat Cuts

All meat cuts shall be in accordance with U.S.D.A. IMP specifications. These grades are intended as minimum standards only, and the contractor is encouraged to exceed these minimums whenever possible. All other food stuffs not included in the above categories shall be of comparable quality.

6.1.5 Meat Content

Ground beef patties may contain a maximum fat content of the finished raw patty of 18% to 22%. All patties shall be 100% beef.

6.1.6 Dairy Products

Butter must be available at all serving line locations. Margarine may be offered as an alternative selection to butter provided it is clearly marked.

For all catering/conference service the University prohibits the use of non-dairy substitutes for dairy products, in whole or part, except as approved by the University on an event-by-event basis.

The contractor shall use natural non-processed cheese (such as, but not limited to, cheddar, Swiss, or Monterrey jack) in appropriate units, dining hall deli's. For cooking purposes, processed cheeses (American) may be used. Other applications by mutual agreement of the contractor and the University.

6.1.7 Recipes in Writing

Recipes and production directions shall be in writing and followed implicitly to ensure consistency of taste and quality in food products served. Production such as grilling, French frying, steam cooking, etc., of items shall be continuous through each meal period, with large quantities prepared as close as possible to the time when they will be served, while still maintaining quality and adequate stock to avoid delay in service. Care must be taken by the contractor to maintain an appetizing appearance, good flavor, taste, and texture of all prepared products.

6.1.8 University Access to Recipes

The University shall have free access to any and all records of recipes, production sheets, product specifications, and quantities of food issued each service unit.

Recipes may also be required for nutritional analysis by the University. The contractor's production managers shall be provided flexibility to adjust standard file recipes to lower salt and sugar contents, and in the case of bakery products to lower salt, sugar and fat content and increase the use of whole wheat flour on menu items where the quality of the finished product is not altered significantly.

6.1.9 Minority (MBE) Program

The University requests cooperation of the contractor in reporting on a regular basis all purchases of services or commodities from certified minority businesses used in the performance of this contract. This report shall be submitted to the University Purchasing Office on a mutually agreed schedule.

6.1.10 Procurement of Food

The contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies, and shall pay for all food, and direct supplies related to food production, service and management applicable to this contract.

6.1.11 Contractor advising

The contractor shall advise the University of food, supplies and equipment specifications and sources of supply and prices paid as requested for purposes of comparative studies conducted on the University's behalf. When these items may be purchased by both parties, the same specifications and source of supply may be arrived at by mutual agreement and in compliance with System regulations.

6.1.12 Meal Plans

Academic semester meal plans (17 weeks) for Residence Dining Board students, for the first year of the contract shall consist of:

Name	Days of Week	Meals/Day	Meals/Week	Pts./Semester
Full Declining Balance	Seven	3 Mon-Fri 2 Sat-Sun	N/A	N/A
10 Meal	Seven	3 Mon-Fri 2 Sat-Sun	10	OPEN
14 Meal	Seven	3 Mon-Fri 2 Sat-Sun	14	OPEN

All serving lines in Residential Dining or Retail dining service units shall be open for service as posted on weekends. Any changes involving service on weekends shall require prior approval in writing by the University.

Meal plans can be used at all University Dining locations operated by the contractor.

Summer Meal Plan

The number of serving days each academic period and summer session shall be determined by the University. The contractor's board rate charge per serving day shall not be adjusted as a result of changes in the number of serving days each academic period or summer session. Prior to the start of each academic period and summer school the University shall provide the contractor with a schedule which identifies the number of full and partial serving days for each period.

6.1.13 Transferability

The contractor shall make available a transferability program allowing fixed meal contract participants to use the retail operations.

6.1.14 Soft Drinks

Both Coca-Cola and Pepsi-Cola products shall be offered with equal emphasis wherever possible. Both Coca-Cola and Pepsi-Cola products must be offered in the Residence Dining cafeterias.

6.1.15 Minimum Standards for Catered Services

The use of table linen service for all appropriate functions and/or other appropriate events.

The availability of Food Service Management staff throughout the entire catered events.

The complete preparation of all foods, beverages, etc., by on site Food Service staff at the University. This may include the frequent use and temporary employment of specially trained consultants, chefs, and/or other fine dining service professionals.

The use of University approved uniformed wait staff with levels of service staff agreed to prior to the events.

The use of University china, flatware, glassware, and the on site sanitation of such.

The implementation and use of effective records, promotional materials, photos, etc when encouraged by the University.

Appropriate training for all catering staff, including student staff, prior to being assigned to any catering service.

Recycling

- 6.1.16 The University shall pay for the off-premise removal of materials to be recycled. The contractor shall be responsible for sorting of materials at all food service building locations and transfer to collection points as directed by the University.

6.1.18 Management Staffing

The minimum management/bakery/chef functions to be performed at this account are as follows:

Dining Service Director
Marketing Manager
Dietician
Catering Manager
Executive Chef
Davies Center Operations Manager
Terrace Assistant Manager
Mallards Court Assistant Manager
Little Niagara Inn Assistant Manager
Dulany Inn Assistant Manager
QSR Assistant Manager
Hilltop Center/Higher Ground Operations Manager
Riverview Assistant Manager
Food Court Assistant Manager
Higher Ground Assistant Manager

7 SPECIAL TERMS AND CONDITIONS

Each of the requirements must be responded to in the format and order presented in each section even if the answer is simply yes or no.

7.1 Labor and Supplies

The contractor shall furnish all commodities, supplies and equipment herein specified and all management and labor necessary for the efficient, sanitary and economically sound operation of the specified services included in this contract, subsequent extensions and amendments. Any profit or loss from Dining Services resulting from this proposal after direct costs, contractor's management and administrative fees and commission/guarantee payments to the University shall remain with the contractor.

7.2 Permits, Licenses and Taxes

The contractor shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent Board of Regents, University of Wisconsin System regulations, and municipal, county, state and federal laws, and shall assume liability for all applicable taxes including but not restricted to sales, property, and beverages.

7.3 Contractor Performance

Recognizing that the successful performance of this contract is dependent on favorable response from the users, the contractor shall meet regularly with the Director of University Centers & Programs and authorized student committees to receive input from students and Student Organizations to adapt operations to meet student needs. Contractor shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and contractors.

7.4 Additions to the Contract

It is specifically understood and agreed that such items relative to Dining Services which are not herein covered may be added to this RFP and resulting contract by the University without voiding in any manner the provisions of the existing contract. Such additional items shall be furnished the University by the contractor with such additional consideration as is necessary to make it legally enforceable.

7.5 Locations of Operation

The terms and obligations of this contract shall be applicable to Dining Services operated in various and separate locations of the University, including those locations leased by the University to tenants in which the specified service shall be required. Lessors of space to the University may reserve the right to determine the extent that the specified service shall be provided under this contract on their premises.

7.6 Adjustments to Contract

After the initial contract year, the parties upon mutual agreement may adjust the specific terms or guarantees of this contract where circumstances beyond the control of either party require adjustments. All adjustments shall be submitted in writing by the University to University of Wisconsin System Procurement office, hereafter referred to in this contract as System

Procurement office, for approval prior to becoming effective. All required contract amendment(s) shall be issued by System Procurement office.

7.7 Contract Cancellation

7.7.1 Cancellation by University

The University may cancel this contract for breach, as determined by the University, for failure to comply with the terms and conditions of the contract. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the contractor which in the opinion of the University is not in its best interest.

7.7.2 Written Notice

The University shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the University may cancel the contract by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel this contract.

7.7.3 Cancellation by Contractor

Should the University breach any terms or provisions of this contract, the contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the contractor may cancel the contract by giving sixty (60) days notice, in writing, by registered or certified mail of its intention to cancel this contract.

7.7.4 Termination by Either Party

The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice one hundred and eighty (180) days prior to such anniversary date.

7.8 Excused Performance

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations of the University are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

7.8.1 Emergencies

In the event the campus is forced to close and/or cancel classes during the regular academic year due to weather related or other circumstances, the contractor is to provide limited meal plan and cash related services for each meal period, as determined by the C.C.A.

7.9 News Releases

News releases pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the University.

7.10 Employment

The contractor will not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employer of such person or persons and of the agency.

7.11 Performance Bond or Irrevocable Letter of Credit

The successful proposer shall be required to furnish a performance bond in the amount of \$350,000. Such bond must be furnished upon notification by System Procurement office, and prior to contract award.

In lieu of the performance bond, the contractor may provide an irrevocable letter of credit naming the University as beneficiary. The irrevocable letter of credit shall be in the amount specified for the performance bond and the format content required by the University. The performance bond or irrevocable letter of credit shall be furnished by a company licensed to do business in the State of Wisconsin.

The performance bond or irrevocable letter of credit shall be for the entire contract period. The performance bond or letter of credit shall provide that in the event of non-renewal, System Procurement office, and the contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract.

In the event of non-renewal, the contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University's receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.

Failure to provide the bond or irrevocable letter of credit within twenty-one (21) days of notification of award may result in cancellation of contract award.

7.12 Insurance

The contractor shall bear the full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred related to this contract.

7.12.1 Coverage and Minimum Limits

<u>Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation (WC)	Statutory
Employer's Liability	\$100,000/500,000/100,000
Coverage (B)	
Commercial General Liability (CGL)	
General Aggregate incl. prdt/co	\$2,000,000

Each Occurrence \$1,000,000

Automobile Liability (including hired and non-owned)
Combined Single Limit \$1,000,000

Liquor Legal Liability \$1,000,000

Additional Insured Provision

The contractor shall add the Board of Regents of the University of Wisconsin System, its officers, agents and employees as additional insured under the commercial general liability policies, for purposes of this contract.

Remodeling and Renovation

The above insurance is required to be in effect during the course of any remodeling, renovation, or construction done by or at the direction of the contractor.

7.12.2 Certificate of Insurance

Upon notification of award and prior to issuance of a contract, the contractor shall provide the University a certificate of insurance with the required coverage and limits of insurance issued by an insurance company that has an AM Best rating of A- licensed to do business in the State of Wisconsin and signed by an authorized agent.

7.12.3 Commercial General Liability

Commercial General Liability includes, but is not limited to consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The contractor shall bear the full and complete responsibility for all risk of loss of premises, or damage to equipment, products or money resulting from any cause including that of sub-contractors and shall not penalize the University for any losses incurred related to this contract.

7.12.4 Covenant Requiring Notice

These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to University of Wisconsin System Procurement office, P.O. Box 8010, Madison, WI 53708, before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the contractor for each subsequent renewal period of the contract. The contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

7.12.5 Evidence of new Insurance

In the event of non-renewal, cancellation or expiration of insurance, the contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. In the event the contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice.

7.12.6 Contractor Agrees to Indemnify

The contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as "claims") occurring in connection with or in anyway incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the contractor, its agents, employees, subcontractors or contractors.

7.13 General

- 7.13.1 It is the intent of the University to acquire the Dining Services exclusively from the contractor. Dining Services shall include the exclusive operation by the contractor of all snack bars, ice cream and sweet shops, resident dining cafeterias, catering services, coffee shop, conference service facilities, delicatessens, restaurants, convenience stores, malt liquor and alcoholic beverage service, and products typically sold in these operations.

Exclusive operation and sales does not include vending machine sales, food and beverage sales at residence halls front desks, snack and candy sales in campus bookstore, athletic concessions and other selected items or services as determined by the University representative, Director of University Centers & Programs.

Social gatherings held in Residence Life facilities involving fifty (50) or fewer individuals would be exempt from the requirement to use the University Dining Service and allow groups to "self-cater" these functions. The University Dining Service shall be used as the supplier for any items needed for these events (purchased in bulk form) as much as practicable. Supplies sold to eligible groups shall be a non-commissionable sale and priced to the consumer accordingly.

Residence Dining Services shall be that portion of Dining Services provided for the Office of Housing & Residence Life for boarding contract students and conferences, camps, individual guest meals and special catering events and snacks. The Retail Program shall be that portion of Dining Services provided on a cash ala carte and charge basis in designated food areas as University Center cafeterias, snack bars, restaurants, specialty food shops, Convenience Store, deli, catering and conference facilities, beverage areas and such other service areas as mutually agreed by the University and contractor.

The University may supplement the Dining Services in this contract with other means of dispensing food and beverage items by additional manual or vending food service as determined by the University. The University and contractor shall enforce existing policies relative to individuals or groups providing food, beverages and related services in facilities of the University.

- 7.13.2 The contractor shall perform in such a way as to contribute to the prestige of the University by providing the campus with a business operation on a par with its academic excellence. Successful food operations must gradually evolve (and not remain static) in order to continue to be successful. As a result, receptivity to new ideas should be demonstrated by the contractor's staff. Food service managers shall be alert to

changing food service trends, new market forms of food, and changing diet patterns being evolved throughout the food service industry. The contractor with input from the University, shall continually initiate ideas for varied methods of food service merchandising, public relations, promotion and menu presentations in all operations to increase usage, improve service, and maximize potential revenues.

The contractor shall regularly employ advertising and promotional efforts to further the visibility and image of the food services. All advertising and promotional efforts shall be coordinated through and approved by the University prior to implementation, and shall be limited to campus media intended for the students, staff, guests and faculty of the University. It shall be expressly understood that the facilities are an incidental part of the educational function of the University, not intended for use by the general public. The University shall encourage and cooperate with the contractor to promote the merchandise services and products to the fullest extent to attract students, staff, guests and faculty to enjoy and fully utilize the facilities. The contractor, with assistance from the University, shall implement, merchandise, and promote new services and product variations in a manner typical of successful commercial operations. Advertising and promotional techniques employed shall include the usage of all appropriate campus information conveying systems. For example the contractor shall:

- Advertise regularly in the campus newspaper.
- Make regular use of flyers/posters
- Make regular use of table tents and point of purchase displays is encouraged. Menus in Residence Dining shall be posted in each dining hall lobby and sent to RA's for posting in Residence Halls. Periodic posting of banners at University Center and other places on the campus is suggested.
- Advertise in various University community newsletters (of a residential, ethnic, or other interest group) should be employed as appropriate, when attempting to reach a particular target group.

Authorized administrators of the University and student committees shall meet regularly with the contractor's director of food service, to evaluate food service, focusing on comments and providing information which could result in needed changes or improvements.

Expenses for activities of the food committee shall be shared equally by the University and contractor as mutually agreed. Activities include a meal before each meeting, comparative food service shopping in the community, and a trip to other campuses each semester to compare food service practices. A representative of the contractor management shall be included in the group that tours other campuses. All travel expenses shall be in compliance with State regulations and University policy regarding travel reimbursement.

Upon approval of the Director of University Centers & Programs, recognized University organizations shall be permitted to sell food and beverages on campus in connection with authorized University events such as bake sales.

The contractor shall provide a web site with menu of the day information as well as telephone service which gives the soups, entrees and daily specials for the units.

To facilitate cooperation, the University and/or its designated representatives shall meet with the contractor prior to the start of each semester to plan for programming in food service and food service related areas. The contractor shall budget \$5,000 annually for programming within the food service areas of the University Center Residence Dining Facilities. The University will issue an invoice for payment of \$2,500 by September 1 and \$2,500 by January 1. Once the program goals are approved by the University and the contractor, the responsibility for implementation of the programs shall be carried out by the University designated representatives.

7.13.3 Hours of Operation

The contractor shall comply with the minimum schedule of required service as listed in the Appendix II. All changes shall be arrived at by mutual agreement.

7.13.4 Advertising

The University shall approve in writing all design, advertising, and/or lettering of textile, polystyrene or paper goods such as paper cups, plates, napkins, prepackaged condiments, matches, menus and similar items prior to purchase of items by the contractor.

The contractor shall use recyclable packaging materials, cups, sick tray containers, plates and similar items as much as possible.

7.13.5 Parking Fees

If parking is required, contract employee parking fees shall be paid directly to the University by the employee or contractor and shall not be expensed to the food service operations. The 2001-02 parking fee is \$75 unreserved, \$300 guaranteed parking permits (a limited number may be available), and is subject to change by the University.

7.13.6 Retail Food Service

7.13.6.1 The retail food operations at the University of Wisconsin-Eau Claire has several components: currently, we have a Food Court located on upper campus with two National Brands (Subway and Taco Bell) and in Davies Center on lower campus we have five (5) points of Retail Food Services. We are looking for a contractor that will develop retail food services to include sub sandwiches, hamburgers, pizzas, tacos, etc. in a food court concept on both lower and upper campus.

7.13.6.2 The contractor's proposal information shall include cost estimates and descriptions of any proposed QSR concept. This should include menu items, pricing and market strategies, estimate space required and approximate time required for the project to become operational after University approvals. Submittal of schematic design plan, pictures and/or artists renderings should be included.

7.13.6.3 The University requires prior approval of all sub-contracts and/or franchise agreements associated with providing food and beverage services the contractor intends to enter into on behalf of the University.

Each contract/agreement shall include specifications which accurately state

the responsibilities of the sub-contractor/franchiser, services to be provided, prices and operational and financial terms, including discounts. (Each agreement/contract shall contain a hold harmless provision holding the University harmless and sufficient liability insurance coverage to satisfy the requirements of University System Risk Management.

The University shall be provided final copy of all resulting contracts/agreements and subsequent amendments by the contractor for the files of the Director of University Centers & Programs and System Procurement office.

7.14 Renovation and Related Equipment

The University Dining Services maintains a reserve plan for anticipated major and minor projects for remodeling and refurbishing and infrastructure improvements. Annual budgets also contain amounts for equipment replacement for dining service areas. The successful contractor will be expected to participate with the University annually in the preparation and implementation of budgets in the area of capital projects and equipment replacement.

The University identified in section 1.2 Scope of Project, new initiatives anticipated in this contract. The University intends to take care of initial infrastructure concerns and expects the contractor to cover specialty capital equipment needed to set up operations. The remainder of this section prescribes the manner in which the facility improvements will be completed.

A plan and time-frame will be developed based on the proposal of the contractor and the University at the beginning of the contract for renovations agreed upon.

7.14.1 The contractor shall begin preparation of the proposed improvements to the premises required for the food service concepts under the contract immediately after contract award. Such improvements may include additions, alterations, installation of equipment, decor changes, security improvements, replacement of existing hoods, duct work or exhaust systems, and other improvements to the premises. All plans and specifications for the improvements must be approved by the University prior to commencement of improvements.

7.14.2 All additions, alterations or improvements shall be made in a good, professional manner, in accordance with University/State approved plans and specifications and in compliance with all applicable statutes, ordinances, rules and regulations.

The University, and the Dining Services contractor awarded the contract shall mutually agree on a schedule for demolition and renovation of the area(s) in consultation with the project coordinator and assigned architect. Every effort shall be made to create a minimum of disruption of service. University Dining Service during this construction period shall be provided by the Dining Services contractor in other locations.

7.14.3 All improvements shall be made at a time mutually agreed upon between the contractor and the University. Every effort shall be made by the parties to minimize disruption of food service, and any service required during the construction period shall be mutually agreed upon by the contractor and the University.

7.14.4 All improvements and related activities shall be made at the sole expense and risk of the contractor, except that the University shall be responsible for any inspection, approval and balancing of air-handling systems which may be required as the result of

the contractor's improvements.

- 7.14.5 The contractor shall provide all supplies and equipment, including but not limited to, such items as hand tools, pots, pans, cafeteria trays, signage, facades and capital equipment, necessary for the proposed food service concepts.

Cost estimates shall include design specifications and a reasonable contingency. Investments for remodeling and equipment shall be within ten percent (10%) of actual costs. The contractor shall be responsible for actual costs in excess of the investments and shall pay the University the full difference between that proposed and actual total costs, if less.

- 7.14.6 The contractor shall provide the University and System Procurement with copy of itemized invoice cost verification of each capital improvement and equipment expenditure intended to be amortized along with copy of the monthly amortization schedule.

The University shall verify completion of the capital improvements and equipment installation and shall conduct a joint physical inventory annually of the contractor's equipment.

Amortization of the capital improvements, furnishings and equipment costs shall appear as a separate line item on the contractor's monthly operating expense statements and shall not be a separate cost to the University.

- 7.14.7 The contractor shall be responsible for all costs associated with the replacement, maintenance and repair of all supplies and capital equipment during the term of the contract.

- 7.14.8 The contractor shall be responsible for the expense of removing any existing equipment, fixtures, counters or similar items, as necessary to prepare the premises for the improvements. No such items shall be removed, however, without prior approval by the University of the contractor's plans for any demolition or equipment removal. The University shall be responsible for the disposition, removal and storage of any University property located on the premises.

- 7.14.9 Upon full amortization, in accordance with the following: the capital equipment and improvements provided by the contractor, the University shall become the owner of all such capital equipment and improvements. Amortization shall be based upon the time left between the anticipated end of the contract and the date of completion and installation of all capital improvements and equipment. At the end of each year of the contract, a percentage of the value of the total capital improvements and equipment for each project shall be deducted from the total expended until the end of the contract.

- 7.14.10 The University shall be responsible for the un-amortized portion of the total capital improvement (not capital equipment) if the contract is terminated by the contractor for reasons set forth in Section 7.7.3, or if the University terminates the contract for reasons other than set forth in Section 7.7.1. In either case of contract termination, the University shall have the option of acquiring the capital equipment using the amortization schedule to determine the cost to the University.

- 7.14.11 If the contractor terminates the contract for reasons other than as set forth in Section

7.7.3, the University shall not be financially responsible for the costs of capital improvements and equipment. The University, at its option, may acquire selected equipment using the amortization schedule. The University shall automatically acquire ownership of the capital improvements and equipment.

In the event of termination of the contract by the University, for reasons outlined in Section 7.7.1, the University shall determine the capital equipment it will acquire from the contractor using the amortization schedule to retire the balance of those items. The University shall automatically acquire ownership of all capital improvements.

- 7.14.12 The University System Administration requires prior approval of all subcontracts the contractor intends to enter into on behalf of the University.

Each contract/agreement shall include specifications that accurately state the responsibilities of the subcontractor, services to be provided, prices and operational and financial terms, including discounts. Each agreement/contract shall contain a hold harmless provision holding the University harmless and sufficient liability insurance coverage to satisfy the requirements of University System Risk Management.

The University shall be provided final copy of all resulting contracts/agreement and subsequent amendments by the contractor for the files of the Director of University Centers & Programs and System Procurement office.

7.15 Prices and Portions

7.15.1 List of Menu Items

At the start of the contract, the contractor shall provide a detailed listing of portions and prices of all menu items intended to be served, for prior approval by the University with informational copy to System Procurement office. All portion and price change requests shall be submitted to the University in writing for approval prior to implementation with approved information copy to System Procurement office.

7.15.2 Price Adjustments

By March 15, 2003 and annually thereafter, the contractor may provide the University a selective listing of menu items which require consideration for Retail dining ala carte price and/or portion adjustments. The contractor shall provide the University with data supporting the change being recommended. Specific item food cost changes and the Consumer Price Index may be used for sale price and/or portion size adjustments.

The University shall determine those price and/or portion changes approved.

7.15.3 Pricing Strategy Plans

The contractor shall develop pricing strategy plans that provide good price value relationships for customers and shall eliminate or change products that are perceived as low value items. The contractor will make every reasonable effort to provide price and portion options that meet the low budget needs of the community in both cash sales operations and catering. Good quality, affordable options must be available; therefore, the University is not requiring or expecting a major financial investment for facilities

but is instead seeking the best pricing structure or return for the students.

Each retail dining service unit on campus shall advertise and market a variety of daily price specials for meal combinations and individual items. The University and contractor shall mutually determine pricing strategies for all specials.

7.16 Residence Dining Service

7.16.1 All Residence Dining Service meals shall be cafeteria buffet style with self bussing of soiled dishes except for special occasions, to be worked out by mutual agreement with the University and contractor.

7.16.2 Menu Specifications

Current menu specifications for Residential Dining food service are provided in Appendix II.

7.16.3 Transferability

The contractor shall make available a transferability program allowing fixed meal contract participants to use any of the retail dining services as an option to the Residence Dining Service cafeterias. Transfer values and meals shall be approved by the University.

The University and the contractor shall annually review meal transfer locations, hours of availability, transfer values, and transfer package options.

7.16.4 Meal Value Credits

Students possessing a meal contract may be allowed meal value credit toward the price of catered meals prepared and serviced by the contractor for University sponsored functions by making advance arrangements with the contractor. Meal value credit and the specific events for which credit may be made shall be determined by mutual agreement of University and contractor.

7.16.5 Changing Meal Plans

An individual may exercise the option of changing meal plans during a specified period of time each semester. A student may only once interchange their 10 or 14 meal plan, but may not change to or from a declining balance, by the end of the first five (5) full days of classes each semester.

7.16.6 Meal Plan Program Changes

After June 1, 2003 and within sixty days written notice to the contractor, the University, in conjunction with the contractor, may alter the variety of the Residential Dining food service meal plans specified in the initial terms of the contract. Related amendments shall be by mutual agreement of the contractor, approved and amended to the contract by System Procurement office prior to the start of the new service.

7.16.7 Sick Trays

Arrangements and menus for "Sick Trays" shall be by mutual agreement of the University and contractor.

7.16.8 Sack Meals

Residential Dining contract students who provide the University Dining Office with adequate evidence of work or class schedule conflicts shall be provided a sack meal.

7.16.9 Picnics and Meal Accompaniments

Picnic supplies will be available to groups of contract students as substitute for lunch or dinner. Request forms must be presented to food service 72 hours prior to the time of pickup. The University and contractor shall mutually determine the menu variations available for picnic selections.

Athletic teams or other groups with 72 hours notice may request sack meals for Residential Dining contract students for the first meal when traveling. The group shall be responsible for refrigeration and storage of all such food items. The University Dining Office shall schedule these events.

Residence hall students shall have the opportunity to plan and organize their own floor dinners and picnics with use of their meal contract. Picnics are bulk packed and picked up at the appropriate dining hall by the students. Current institution policy at the time this agreement is effective is to be followed by the contractor.

7.16.10 Final Exam Time Specials

During each semester the contractor shall make available to all Residence dining students a break at no charge, such as midnight breakfast, or ice cream sundaes at mutually agreed upon locations. The contractor shall provide free soda and coffee for mutually agreed study nights in one retail operation in the University Center.

7.16.11 Unlimited Seconds

The contractor shall serve the Residence Dining students in the Residence Dining Units unlimited seconds on all food and beverages with the exception of steak, shrimp and select theme dinner entrees. Students may mix and match entrees and may request multiple servings dish to order each time through the serving line. The Residence Dining students shall be required to return to the serving station to obtain additional entree seconds. All seconds shall be attractively and effectively displayed and served in a manner to encourage student participation.

7.16.12 Service Days

Partial serving days may occur each academic semester when the contractor shall be required to provide only one or two meals.

Meals shall not be prorated when less than seven days of service is scheduled in a week. The number of serving days each academic period shall be determined by the University. The contractor's board rate charge per serving day shall not be adjusted as a result of changes in the number of serving days each academic period. Prior to the start of each academic period, the University shall provide the contractor with a schedule that identifies the number of full and partial serving days for each period.

7.16.13 Emergencies

In the event of an emergency situation that interrupts the Residential Dining contract program for more than one (1) day, the University and contractor shall mutually review the situation and may make such meal contract adjustments or refunds as deemed appropriate.

In the event the campus is forced to close and/or cancel classes during the regular academic year due to weather related or other circumstances, the contractor is to provide Residence (board) plan related service for each meal period.

7.16.15 Special Meals

The contractor shall provide special diets not to exceed the contract cost per meal for students when prescribed in writing by a physician.

7.16.16 Residential Dining Pricing

The cash price of meals for non board students, administrative personnel, faculty members, and visitor going through the Residential Dining service cafeteria lines shall be as follows:

	CASH (tax incl.)
BREAKFAST	\$3.95
LUNCH, BRUNCH	\$5.05
DINNER	\$5.80
PICNIC	\$6.65
STEAK NIGHT	\$6.65
PREMIUM ENTRÉE	\$5.80

Blugold dollars shall receive a 10% discount from cash prices in residence dining cafeterias, the Dulany Inn, and Little Niagara. Users of the meal plan points will receive a 10% discount in the Little Niagara and Dulany Inn.

Meal plan point and Blugold dollar purchases are sales tax exempt for students but are taxable for others.

Cash prices are inclusive of sales tax.

7.16.17 Steak night

The menu shall include a steak and shrimp night once a month; the dates of these nights are to be worked out with the cooperation of the University Dining Services Liaison.

Choice of steak (minimum standard, new york strip steak, pre-cooked weight 8 oz., USDA choice, $\frac{3}{4}$ to 1" thick, no more than $\frac{1}{4}$ of fat) or shrimp (8 oz. serving) plus one (1) premium entrée, one (1) hot high quality meatless vegetarian entrée, and one (1) hot entrée to be served in unlimited quantities. Service of steak night is limited to Monday – Thursday.

7.16.18 Pre Academic Year Meal Service

The contractor shall provide cafeteria-style food service in one dining hall for resident assistants, and the intercollegiate teams and staff prior to the start of regular service each academic year. A combined total of approximately 200 individuals shall require service three meals per day for approximately seven days during the same time period. See attached summer 2002 price schedule (see Appendix II).

7.16.19 Pre Academic Year and Recess Athletic Meal Pricing

Pre-season and recess period meal rates and obligations for athletics shall be subject to the catering service specifications of this contract. During the academic year, athletes shall be on a meal plan of their choice. Special meal service required for athletic teams during the academic year shall be at catering prices less an allowance as mutually agreed for those athletes participating in a contract meal program.

7.16.20 The University provides Resident Assistants (R.A.'s), Conference Assistants (C.A.'s), and Orientation Assistants (O.A.'s) with a meal plan as compensation for employment as members of the University Residence Life staff.

Each R.A., C.A., and O.A. shall be on a meal plan. The University shall provide the contractor a listing of the R.A.'s, C.A.'s and O.A.'s on the plan at the start of each semester. The contractor shall invoice the University for R.A., C.A., and O.A. redeemed plan sales as provided in other sections of the contract.

7.16.21 Fall Move-In

During fall semester move-in, parents and guests shall be offered a move-in meal special at ½ the regular cash rate.

7.17 Summer Programs

7.17.1 Summer Meal Programs

Food and beverage service for all University sponsored summer conference/camp programs shall be provided on request by the contractor under the terms of this contract. This service shall be provided in Hilltop Center or Davies Center, or other designated areas of the campus under the terms and menus specified for board service for the academic year. Each year, the specifications of the meal program to be offered to summer camp participants shall be proposed by the contractor and approved by the Contract Administrator.

These specifications should include, but not be limited to the menu, menu portions, menu cycle, type of service, days of service, times of service, and other related areas. The service is typically provided seven days per week during the months of June through August. The service is also required when summer school is not in session.

7.17.2 Dining Facility Access and Security

The contractor is responsible for the creation and providing of a form of ID to the Continuing Education Office for summer event participants who are on a meal plan as part of their registration fee.

7.17.3 Contractor Charges

The contractor shall charge the University a fixed rate per meal, breakfast, lunch and dinner, for the summer programs as indicated in Appendix II. These rates shall be negotiated annually, with new rates established on or before October 15 for the next summer. Rates for the summer of 2002 shall be those previously approved by the University (see Appendix II.) The first rate adjustment shall be October 15, 2002, for

the summer of 2003, and annually thereafter. Food service rates for the NYSP shall be separately negotiated.

The meal price schedule in effect will be followed consistently. Higher prices will not be charged at times when the University is not in session.

7.17.4 Group Catered Meals

If a group chooses to have a catered meal as part of a full day's service, the catered meal would be paid at the regular catering price and the remaining camp meals billed as listed in the appendix.

7.17.5 Annual Scheduling

The services required under the terms of this contract shall be on an as needed basis with no advance annual schedule. However, the University shall provide the contractor with schedules of required food services prior to the start of service each year for the entire summer and weekly updates as firm counts are available. This schedule shall include required meals and days of service and estimated numbers to be served. Final counts of the numbers to be served, if different from the weekly estimates, shall be provided the contractor a minimum of three (3) days prior to the start of each event. Billing shall be based on actual registered participants as confirmed by the Camp Coordinators.

7.18 Electronic Access System

7.18.1 Meal Program Administration

The University shall develop and distribute the contract meal plan information, and sign individuals to a formal dining contract. The University shall provide a method for proper identification of each meal contract individual.

7.18.2 Identification Cards

The University shall be responsible for the cost of the Blugold card, and the electronic access system. The Blugold card shall serve as meal access authorization for Residence (board) students and as a debit card that may be used for food purchases for all authorized individuals.

The University shall provide the contractor with a limited access electronic board/point plan card control system for validating access of board/point plan subscribers to food service facilities. The system shall be Blackboard which may be shared by other departments of the University for other pre-paid debit, access or security functions.

Additional enhancements to the Blackboard system for Dining Services benefit shall be mutually agreed and assessed at cost to the contractor.

If a representative of the contractor's management staff is not acquainted with the retail point of sale terminal system provided by Blackboard, Managers shall attend campus-provided training prior to commencement of the 2002-03 academic year. The contractor shall provide for all costs of required training for any system that is implemented at the University.

On August 15, 2002 and annually thereafter the contractor shall reimburse the University on a yearly basis for the Card Access Identification System repair and maintenance contracts. The annual payment shall escalate yearly based on the percentage contract increase the University receives.

7.18.3 Lost Identification Cards

The contractor shall take responsibility to collect and not honor ID cards presented for service that are identified as lost, stolen or otherwise invalid. Lost ID card fines shall be collected and retained by the University except for summer programs.

7.18.4 Master Contract Plan List

The University shall keep a master list of all persons authorized to be on each contract meal plan. On an "as needed" basis the University shall furnish the contractor a current listing of those authorized to be on each contract meal plan. The contractor may review these lists with the University at any time by prior appointment.

7.18.5 Weekly List and Billing

The University shall supply weekly access system summaries of meal counts, meal plan point and Bugold dollar usage, and other reports to the contractor. This information will be the basis for audit and review of contractor meal plan invoices.

7.18.6 Cashiers

Contractor shall provide operators for the terminals of the electronic access system at all food areas. University shall provide the staff for the central operation of the electronic system. The contractor's managers and employees shall become trained in the operations of the system and associated point of sale equipment at the contractor's expenses prior to the start of the contract and at regular intervals as needed.

7.18.7 Access System Interface

Programs the contractor may wish to have added to or interfaced with the Blackboard system shall be submitted to the University for approval. Installation of any additional programs or interfaces shall be at the expense of the contractor, or as mutually agreed.

7.19 Retail Dining Service

7.19.1 Cash Sale Reporting

Sales from Retail Dining services shall accrue to the contractor, with the exception of malt liquor and alcoholic beverages. Malt liquor and alcoholic beverages sales shall not be combined with cash sales from Retail Dining Services. Additionally, sales from each type of service within the scope of Retail Dining services shall be reported both separately and in combined form for each operating period

7.19.2 Control of Sales Transactions

The contractor shall exercise maximum control over all cash-charge sales transactions and recommend conditions and equipment that may be needed to maintain this control.

7.19.3 Non-Contractor Event Sales

Select Retail dining food service events may be operated under the direction and independent financing of the University or authorized University organizations. These functions shall not result in added costs or continually decreased revenues to the contractor. All other non-contractor Retail Dining food events require prior approval of the University and advance notice to the contractor.

7.20 Meal Plan Points and Blugold Dollars

7.20.1 Description

The University maintains electronic debit accounts for students, faculty and staff. Credits in these accounts are kept in units called Meal Plan points and Blugold dollars. Each meal plan point and Blugold Dollar is equivalent to \$1.00. Meal plan points and Blugold dollars may be used at any designated location throughout campus. Meal plan points are only available for use in University Dining Services operations.

7.20.2 Meal Plan Point and Blugold Dollar Use Restriction

Meal plan points and Blugold dollars may not be used for the purchase of alcoholic beverages.

7.20.3 Sales Tax on Meal Plan Points and Blugold Dollar Purchases

Students are not required to pay state or local sales tax on meal plan point or Blugold dollar food purchases. Sales tax must be collected on non-food purchases made by individuals. Meal plan points and Blugold dollars may also be used to pay sales tax on taxable non-food purchases. Sales tax collected must be paid to the State and locality by the contractor. A commission on all meal plan points and Blugold dollars redeemed for food service, except those redeemed to collect sales tax, must be paid to the University as indicated in the contract.

7.20.4 Sales Reporting

The contractor shall record and report meal plan point and Blugold dollar food sale transactions (commissionable and non-commissionable) separate from cash and charge sales by each service area. These sales shall be reported as a separate line item on each service unit statement and composite statement. All such sales shall be reported as net sales (not including sales tax) and shall not be adjusted by a cash over and under which may occur at the point of sale. Commission to the University shall be calculated on these net sales.

The contractor shall invoice the University weekly for the total amount of all redeemed meal plan points and Blugold dollars recorded through the electronic access system for the previous week's sales report by each service unit. Total invoiced sales for each monthly period shall equal meal plan point and Blugold dollar sales reported on the contractor's monthly operating statement.

7.20.5 Unused Meal Plan Points and Blugold Dollars

The contractor shall not be paid for unused meal plan points and Blugold dollars. Meal points will carryover in the fall semester and all balances will be cleared at the end of the spring semester. The University will retain all Point balances.

Reconciliation by mutual agreement may occur at any time during the academic period for the purpose of determining the amount of outstanding points and Blugold dollars. The University shall not pay the contractor for more meal plan point and Blugold dollar sales than the total sales the University has recorded each academic period.

7.20.6 Condition for Refunding of Unused Points

It is the responsibility of the individual purchasing a meal plan to make use of the points in their account during the academic semester in which the plan was purchased. The University shall not provide a refund to students for unused points. After the last day of the second semester, points will be cleared from all meal plan accounts.

7.20.7 No Cash Refund

The contractor shall not give cash as change for any meal plan points or Blugold dollar sales, or redeem such points or dollars by giving cash to a student.

7.20.8 Meal Plan Charges/Surcharges

The University shall determine the meal rates charged to individuals for meal and point plans. Rates for point plans, net sales values, and charges per meal period in Residence food service areas shall be determined by the University. The University may, at its option, add a surcharge to point plans.

The contractor shall not be required to pay commission on these surcharges, nor shall the surcharge portion be part of the payments to the contractor in exchange for point net sales. Students will not receive point value or credit for the surcharge. If additional points are purchased by the student, no additional surcharge shall be made to the student.

7.21 Catering

7.21.1 Catering Events

Food and beverage service for all University sponsored functions such as banquets, private parties, receptions, refreshment service, conferences, or other special events shall be provided as requested of the contractor. Existing University policies that determine the scope of University sponsored functions shall determine the catered events included within the terms of this contract. Current catering menus and pricing are provided in the appendix. These prices and menus are to serve as a guide for your catering program.

7.21.2 Scheduling of Events

The University shall control the space commitment and scheduling of authorized University catered events. The contractor shall consult on and coordinate the menu, details of services required, and advise on effective program arrangements required with the individual or department requesting catering service.

7.21.3 Prior Catering Commitments

The contractor shall honor the specific commitments of menus, prices and other arrangements made by the University for catering service prior to the start of this contract.

7.21.4 Catering Guide

Complete catering menu and price lists shall be mutually approved in writing prior to the start of the contract. The contractor shall formulate and submit to the University for approval a catering guide including prices for all food refreshments, suggested portion sizes, catering policies, minimums, additional charges, etc. The guide should offer a quick reference guide to catering services available. A University-approved number of copies of the catering guide shall be printed for distribution to the campus prior to June 1 of each year. The cost shall be borne by the contractor. Price adjustments shall be submitted to the University for review by March 15. University approved prices shall become effective the start of the fall term.

7.21.5 Catering Event Tickets

Catering event tickets may be supplied by the group or organization sponsoring the event. The contractor shall be responsible for guest control of admission and collecting of tickets for catered events where required.

7.21.6 Catering Billings

The contractor shall handle billings for catering, camps, conferences and workshops. All catering cash receipts, collections and accompanying verification cash reports shall be the responsibility of the contractor.

Catering, conference, camp, workshop and malt liquor and alcoholic beverage revenues shall be reported and commissions paid in the period in which they were earned and not upon receipt of payment.

A quarterly report shall be provided to the Director of University Centers & Programs or Designee of outstanding accounts receivable by 30, 90, and 120 days.

7.21.7 Use of Facilities for Other Services

The contractor may be granted University approval to use the University's bakery and kitchen facilities, utilities, and equipment for the production of food products for use at other locations if judgement that such activities contribute to and serve the University's purpose and the use is consistent with state regulations. Separate cost controls, profit centers and control records shall be established and maintained by the contractor to ensure complete accountability and audit capability. The contractor shall pay the University a commission on net sales (gross sales less State and county sales tax) generated. The terms of the agreement for providing this service shall be determined by mutual agreement of the University and contractor and proposed to System Procurement office for prior approval and amendment of this contract.

7.21.8 Catering Price Adjustments

Catering prices may be reviewed annually. Contractor recommendations for increases in prices shall be made by March 15 and, if approved by the University, shall become effective at the start of the following academic year and shall remain in effect for the next twelve months. At the beginning of the new contract, rates established in Appendix II shall be used. Rates under the new contract, as approved by the University, shall not be effective until September 1, 2003 or the beginning of the academic year. Events under contract at current rates at the initiation of the new contract shall be honored.

7.21.9 Catering Guide

An extensive album of colored photographs, at least 8 x 10 inches, shall be developed by the contractor and kept current for use with prospective catering clients showing various food presentations produced by the contractor at this University working under this contract. The book becomes the property of the University at the expiration or termination of this contractor.

7.21.10 Contractor Representation

The contractor shall have a representative in attendance at catering/conference coordination meetings, including summer meetings.

7.21.11 Off Campus Services

Included as a part of this contract may be the provisions of food and services to primary schools, nurseries, elderly nutrition programs, day care centers, and/or other learning centers off of the campus. The arrangements and terms of this service shall be by mutual agreement of the University and the contractor.

7.22 Alcohol Beverage Service and Sales

University administration encourages a low-key approach to alcohol sales. The University is not attempting to create a bar-like atmosphere, but rather a collection of pleasant atmospheres for social interaction and relaxation where alcoholic beverages are but one of several offerings (along with food, other beverages and programs) designed to foster a pleasing atmosphere for the University community.

7.22.1 Authorized Agent for the University

For all malt liquor and alcoholic beverage services and sales, the contractor shall act as the authorized agent for the University. Licenses and tax stamp to sell malt liquor and alcoholic beverages, to the extent that one is required, shall be provided by and held in the name of the University of Wisconsin System for University sponsored events.

The contractor shall be responsible for all revenues covering daily sales and payment of sales tax relating to sale of malt liquor and alcoholic beverage service.

The contractor shall pay all costs related to the sale of malt liquor and alcoholic beverages required for this service and supplied exclusively by the University at its cost.

7.22.2 Alcohol Policy

Arrangements for service, beverage sales mix, brand preferences, and portions shall be by mutual agreement and in accordance with the University's malt liquor and alcoholic beverage policy, with information copy to System Procurement office.

7.22.3 Malt Liquor and Alcoholic Beverage Purchase

The purchase of and payment for all malt liquor and alcoholic beverages required for service is the responsibility of the University through its Campus Purchasing office.

The University shall monthly invoice the contractor for the total costs of all malt liquor and alcoholic beverages purchased. The contractor shall pay the University the full amount of the invoice within ten (10) working days from the date of receipt.

7.22.4 Contractor Responsibilities

Receiving, storage, inventory level control and reorder, security, issue, and distribution shall be the responsibility of the contractor. Inventory or revenue losses of malt liquor or alcoholic beverage service, due to the neglect of the contractor, shall be the responsibility of the contractor.

7.22.5 Operating Statement

Each period the contractor shall provide the University with an itemized operating statement of revenues and expenses for all malt liquor and alcoholic beverage services for the period being reported, and fiscal year-to-date with percentage ratios given for each item and period.

These statements shall be supported by copies of cash sales, reports and processed invoices for charge catering and conference sales to be used by the University to reconcile reported sales on request.

7.22.6 Billing

The contractor shall be responsible for billing individuals or organizations for this service and the contractor shall handle all collection receipts. State and Federal regulations prohibit the payment of individual's or department's expenses for malt liquor and alcoholic beverage service from State or Federal funds. Billing to State and Federal agencies shall not include malt liquor and alcoholic beverage service.

7.22.7 Receipt Verification

The contractor shall certify that the monies from cash sales and sales tax are in agreement with verifying sales register tapes. If the register tapes and cash deposits do not agree, the contractor shall provide the University with a written report explaining reported deviations on request and as part of the monthly operating reports. The contractor's cash over and under reports shall not be acceptable deviations.

7.22.8 Reporting Period

The last day of the contractor's accounting period shall be the revenue reporting cut-off-date. If this date should fall in the middle of the week, reconciliation shall be made through that date period.

Upon expiration or termination of the contract, all malt liquor and alcoholic beverage inventories shall be credited to the contractor and returned to the University for transfer and sale under the terms of the new contract.

7.22.9 Appropriate Facilities/Groups

It shall be the responsibility of the University to designate those meeting rooms on the campus that have appropriate and adequate facilities for the service of malt liquor and alcoholic beverages. The University shall designate the groups to be served such beverages.

7.22.10 Training

The contractor shall have a bartender/staff member trained and licensed to serve alcoholic beverages at all events that serve alcoholic beverages. The training is available at Chippewa Valley Technical College, Eau Claire, WI. All bartenders/servers must be trained on proper carding of customers, customer service, recognizing intoxicated customers, drink mixing.

7.22.11 Proper Identification

It shall be the responsibility of the contractor to make proper identification of persons eligible to purchase or consume alcoholic beverages, including proof of age when deemed necessary. The right to refuse service to any individuals is reserved to the contractor and the University subject to State and University regulations.

7.23 Personnel

7.23.1 Personnel Staffing

An adequate staff of employees shall be on duty for the efficient, prompt and sanitary service of food as well as to guarantee the efficient and accurate handling of financial records. Contractor shall employ on a three month fair trial period, commencing June 1 or August 15, present non-management food service employees at current wage and fringe, but only in such numbers as the contractor deems necessary. For valid reasons within the trial period the University shall have the right to ask for the employee to be removed from this account.

7.23.2 Corporate Management Support Staff

The contractor shall identify headquarters management staff by name who shall routinely review and inspect operations, fill staff vacancies, consult with the University on current and future food service programs, and act with full authority on the contractor's behalf in any and all matters pertaining to the specifications of this contract.

7.23.3 Personnel Relations

Personnel relations of employees on the contractor's payroll shall be the contractor's responsibility. The contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

7.23.4 Personnel Dismissal

Personnel of the contractor shall observe and be subject to all regulations of the University. Failure to do so may be grounds for the University to recommend dismissal from this account.

7.23.5 Management Assignment, Requirements

The contractor's Dining Service Director and unit managers assigned to the University shall be subject to approval of the University. The individuals initially selected for these positions may not be transferred within one year following their appointment without prior approval of the University unless they have terminated from the Company. The Dining Service Director and unit managers assigned to the University shall not be changed more than once per year unless mutually agreed, and not without thirty (30) days advance notice and replacement selection made is acceptable to and mutually agreed by University, unless they have been terminated from the company. Positions shall not remain vacant for a period to exceed thirty (30) days.

The Dining Service Director assigned to the University shall be subject to approval of the University prior to award of the contract.

At the start of this contract, the following managerial functions are required to be represented in the staffing plan:

- a.) One 12-month, full-time on site Director with full authority to work with designated representatives of the University. The Director shall have particular strength in the areas of board operations, retail operations, catering sales and demonstrated skills in marketing each of these. Candidates shall also have demonstrated proficiency with menu development, ala carte menu item costing and pricing, internal accounting and controls, financial management, personnel management, supervision, and the ability to communicate to a wide range of University Departments. Candidates must have a four-year college degree and experience in college and University food services in increasingly responsible positions.
- b.) Marketing Manager - It is preferred that the Marketing Manager have a bachelor's degree in marketing, public relations, advertising or related field with at least two (2) years of work experience in a marketing or related position and knowledge of desktop publishing, layout and design.
- c.) The following skill areas:
 - 1. Experience and/or formal education in batch production and Residence Dining service. Comprehensive knowledge of board operations in a University setting preferred.
 - 2. Experience and comprehensive knowledge of retail operations in a University setting.
 - 3. A full-time, on-site Chef with experience in catering/bakery operations.
- d.) Additional full-time managers, at least 9-month appointments, to provide supervision for production, bakery production, catering service, and retail experience in these areas.

7.23.6 Staff Listing

The contractor shall supply the University with a complete list of employees, supervisors and management by assigned work area at the start of the contract and as frequently thereafter as requested by the University. This list may be reviewed annually or at any time during the year by the University.

7.23.7 Orientation And Training

The contractor shall provide, at its expense, thorough orientation and training, including regularly scheduled on-going training, for its employees at all levels of the organization. Training should include, but not be limited to, the areas of sanitation, food handling, equipment operation, safety, security, emergency procedures, customer relations, energy conservation, recycling, nutrition awareness, and diversity training. A special emphasis should be made to ensure that student employees are provided adequate orientation and training. A copy of the proposed annual training schedule and program should be provided to the Assistant Director of Auxiliary Services at the start of the contract and on the contract anniversary date each year. Full time management staff and student managers will be expected to participate in the University Center's annual orientation/training program. The contractor shall be responsible for employee salaries at these programs.

7.23.8 Employee Meals

The contractor shall not furnish meals, snacks, or beverages to its employees or those of the University as a direct operating expense of Dining Services. Meals for employees of the contractor shall be on a cost of food basis and credited to food cost each accounting period.

7.23.9 Food Handler Examination

If the State of Wisconsin requires that food handlers take and pass a food handler's examination, the University shall require certification that food handlers under this contract have taken and passed the examination. The cost of these examinations shall be the contractor's responsibility.

The contractor may require all of its employees assigned to duty at the University to submit to health examinations before being hired and periodically, at least annually or as frequently and as stringently as required by law, submit to the University satisfactory evidence of compliance with all health regulations.

7.23.10 Certification In Food-borne Illness Prevention

Each manager and unit supervisor who has direct responsibility for a food service or production area shall have successfully completed and be certified in a Quality Assurance Program for Food-borne Illness Prevention, or give written evidence of certification that shall be displayed in the office of the location for which the manager or supervisor has prime responsibility. Re-certification in the programs certification or certificate must be issued from an accredited University or a state agency.

7.23.11 Health Examinations And Immunizations

7.23.11.1 Health Examinations

As required by law, the contractor may require all of its employees assigned to the University to submit to health examinations before being hired and submit to the University satisfactory evidence of compliance with all health regulations.

7.23.11.2 Immunizations

The contractor shall require all employees to provide before beginning work evidence that they are free of tuberculosis by providing a recent negative TB Mantoux test or chest x-ray. The cost of this test and immunization shall be the contractor's and/or employee's responsibility.

7.23.12 Student Employment

The University encourages the contractor to employ as many students as feasible for all positions resulting from this contract. Recruitment, salary, and conditions of employment shall be in keeping with policies of employment for student workers in other comparable campus jobs. First priority for part-time employment must be given to registered University students. A salary increase program shall be developed which recognizes merit and length of service, and is consistent with the University student wage classification system.

With the University commitment to student learning through its student employment program, the contractor is encouraged to develop and implement a student manager program that includes a management training program and opportunities for academic credit internships.

7.23.13 Management Supervision

A full-time unit manager or supervisor or student supervisor shall be scheduled and be available for all serving and dining areas during all meal hours of residence dining service. Supervisory responsibility shall include, but not be limited to, maintaining decorous conditions, answering student questions, ensuring adequate food is available, preventing food from leaving the dining room, assisting meal pass checkers, supervising service and dining room employees, etc.

7.23.14 Security Procedures and Training

Contractor' s managerial and/or full time supervisory staff shall open, close and check University' s food service facilities as instructed and required by University. University shall furnish instructions and initially train contractor' s full time managers in approved procedures.

7.23.15 Student Employee Hours

The University encourages limiting freshman workers to a maximum of twelve (12) hours per week.

7.24 Equipment and Supplies

7.24.1 Conducting Inventory

At the start of the contract, the University and contractor shall conduct joint physical inventories of all supplies and capital equipment. At that time the extent of repair and replacement shall also be determined by the University.

7.24.2 Contractor Responsibility for Inventory

On completion and acceptance of these inventories by the contractor, the contractor shall assume the responsibility for this equipment under the terms of this contract.

7.24.3 Inventory Replacement by Contractor

The University shall provide the contractor with an initial physical inventory of supplies (i.e, cleaning equipment, trays, pans, pots, dishes, glasses, silverware) and capital equipment at the start of the contract. Depletion of supplies shall be replaced to existing par levels semi-annually and on completion or termination of this contract by the contractor at its expense. The specifications for these items shall be arrived at by mutual agreement.

The contractor shall be responsible for providing all expendable kitchen and serving utensils at their expense. Upon termination or cancellation of this contract, the contractor may sell these items to the new contractor or remove these items. The existing University inventory of these items may be sold to the incoming contractor .

The contractor shall confirm arrangements for replacements and/or make payments by the 15th day of the month following the determination of inventory shortages or termination or expiration of the contract.

7.24.4 Inventory Records/Additions

The University, with assistance from the contractor, shall maintain an up-to-date physical inventory record of supplies and capital equipment during the life of this contract. Additional new items or increased inventory level requirements shall be provided by the University through the appropriate purchasing authority and authorized funding procedures. The contractor shall not purchase items for use at the University anticipating the University to purchase these items at some future date.

7.24.5 Repair and Replacement

The contractor shall be responsible for advising the University of required equipment and furnishing repairs and replacement. The University shall be responsible for the cost of repair or replacement of University equipment, furnishings and facilities, except that repair and replacement caused by the negligence of the contractor or its employees. Where it has been determined by the University that damages were due to the contractor's negligence, the contractor shall pay for the necessary repairs and for replacement to the complete satisfaction of the University.

7.24.5.1 University-Supplied Office Equipment

The University shall provide the following office furniture and equipment for use by the contractor in the performance of this contract at no charge under the same terms applicable to capital equipment contained in this contract:

Desks	Filing Cabinets	Safes (3)
Chairs	Campus Network Access for PC's	Filing Cabinets
Point of Sale Registers	Tables	Time Clocks (3)
Printer for Blackboard System		

The contractor will annually pay maintenance contract amounts on all POS terminals, card readers, etc. Networked to the Blackboard system.

Other equipment not provided by the University that the contractor deems necessary may be provided by the contractor at its own expense. Said equipment and installation shall require prior approval of the University. The contractor must provide computers for all managerial employees that are compatible with campus hardware and software standards and are connected to the University network.

7.24.6 University Equipment Warranties

For equipment provided by the University, the University makes no implied or expressed warranties, including, but not limited to, the implied warranties of merchant ability and fitness for a particular purpose. However, the contractor shall have the benefit of any warranty or guarantee given the University by the manufacturer or the seller of the equipment.

7.24.7 Ownership and Removal of Supplies and Equipment

Ownership of all non-expendable supplies and capital equipment shall remain with the University, and such non-expendable supplies and capital equipment shall not be loaned or removed from the University without prior written approval. The contractor shall take such measures as may be reasonably required by the University for the protection against loss by pilferage or destruction.

7.24.8 Surplus

The contractor has the responsibility to consult with the University on the disposition or use of excess capital, non-expendable or expendable food service supplies and equipment. The disposition of declaration as surplus shall be the responsibility of the University and in accordance with state inventory control procedures. Surplused items shall be removed from the inventory list as appropriate.

7.24.9 Lease Equipment

The contractor shall make contracts for and payments on all lease rental food service related equipment.

7.24.10 Purveyor Owned Equipment

Purchase of products (food or supplies) which require equipment for their dispensing such as brewed coffee, fruit juice, and cappuccino, and have the equipment and service costs prorated in the cost of their product, shall not be purchased for use at the University without prior approval of the University. If a lease agreement is required for carbonated beverage dispensing equipment, it shall be signed by and held in the name of the University for use by the contractor as the University's agent.

The contractor shall provide all equipment necessary for brewing and/or dispensing of beverage products.

7.24.11 Telephone Equipment

The University shall provide the contractor with telephone equipment/campus network service, installation and repair service. The University shall determine the style, number and locations of equipment to be provided. The contractor, at its option, may install additional equipment at its expense.

The contractor shall have access to local and long distance service using equipment provided by the University and shall reimburse the University on a monthly basis at rates the University pays for lines, local and long distance service. The University shall pay for equipment repair and replacement and line maintenance unless such is necessary as a result of contractor negligence or abuse.

7.24.12 Vehicle(s)

The contractor shall supply vehicle(s) to transport food service items throughout campus. The contractor shall provide qualified staff to operate the vehicle(s). The contractor shall be liable for damages or injuries caused by the negligent operation of said motor vehicle(s) by the employees or agents of the contractor.

7.24.13 Food Service Linens and Uniforms

The contractor shall provide an adequate inventory of table linens, skirting, employee uniforms, aprons, jackets, towels, bar swipes, pot holders, and such other related food service linens. The contractor shall be responsible for the laundry service, dry cleaning, repairing and maintaining of an adequate inventory of these items.

Selection of employee uniforms and table linens shall be mutually agreed upon by the University.

7.24.14 Equipment Storage for Contractor

Equipment owned by the contractor but not used in the delivery of services to the University may not be stored in University facilities for more than thirty (30) days without written permission of the University.

7.24.15 Inventory upon Contract Termination or Expiration

On expiration or termination of this contract the inventories of food, equipment, and supplies of the contractor shall remain those of the contractor unless purchased by the new contractor. Arrangements for removal or assumption of these inventories by the new contractor shall be completed by the start of the new contract.

7.24.16 New Contractor Access

A new contractor shall have access to the premises at reasonable times, as determined by the University, prior to the termination or expiration of the present contract. The University shall determine and coordinate required arrangements for this access. A new contractor shall not interrupt or disturb the operation of a present contractor.

7.24.17 Lease Of Space

Equipment, dry stores, refrigerated and freezer storage required in addition to such spaces deemed adequate by the University may be leased from the University if available. A square footage charge comparable to commercial handling and storage rates for similar services shall be invoiced to the contractor on a monthly basis as a separate transaction from those related to other terms of this contract. Space lease terms shall be determined by mutual agreement of the University and contractor and amended to the contract after prior approval of system Procurement office.

7.25 Utilities

University shall provide heat, air conditioning, sewer, electricity, steam and cold and hot water. The contractor agrees to exercise care to keep use of these energy services to a minimum and to comply with established energy conservation practices, regulations and policies and mutually endeavor to conserve the use of energies.

The University shall not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone, computer network connection, heat, air conditioning and high or low temperature refrigeration. However, it shall use its best efforts in restoring services following an interruption. The University shall not be liable for any product loss that may result from the interruption or failure of any such utility services or equipment.

7.26 Facility Space

7.26.1 Space Needs

The University permits the contractor to use such spaces as necessary to carry out the terms of this contract; such spaces, as defined by the University, as areas for Dining Services equipment and limited supplies. Subsequent modifications of space needs shall be subject to mutual agreement of the University and contractor.

7.26.2 Use of Dining and Service Areas by University

The University may, without interfering with normal food service, use the dining and service areas from time to time for meetings, dances, and other student activities, etc. Appropriate setup and cleanup shall be undertaken by the University's personnel at no cost to the contractor. Facilities shall be restored to conditions mutually satisfactory to the contractor and the University before the next regularly scheduled meal service. Restoration shall involve maintenance and sanitation to the areas, dining and service equipment, and trash removal.

7.26.3 Use of Non-Food Service Areas by Contractor

When the contractor uses areas which are not primarily intended for food service (e.g., meeting rooms and lounges) for such purposes as may be required (catered meals, beverage service, receptions, etc.), appropriate setup and tear down shall be undertaken by the University. When the contractor caters in a non-food area, the contractor is responsible for prompt removal of food equipment and food residue from the area, following the completion of the meeting.

When the contractor uses regular food service dining areas and arrangements for set-up are required, appropriate setup and breakdown of food service equipment shall be undertaken by the contractor. The University shall be responsible for room set-up, and support of audio-visual equipment. The contractor shall be responsible for cleanup and floor maintenance.

Catering and beverage service setup requirements shall be coordinated by the University Conferences and Reservations Office.

7.26.4 Condition Upon Contract Termination

Upon termination or expiration of this contract, the contractor shall vacate the premises and deliver the premises to the University in the same condition that the premises were in at the time the contractor entered the premises hereunder (reasonable use and wear expected). The contractor shall, at its sole expense, repair any damage to the premises caused by the contractor.

7.27 Safety and Security

7.27.1 Facility Security and key control

The contractor is responsible for control of keys and combinations obtained from the University and the security of those areas that are used by its representatives. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans are turned off and doors

locked. The contractor shall be responsible for immediately reporting all the facts relating to losses incurred as a result of break-ins to areas of the University. The University shall designate the authority who shall receive these reports and be responsible for key and combination control.

The contractor is responsible for the purchase of padlocks and other security devices not currently provided by the University that may be required by the contractor to further ensure revenue, product or property security within the food service areas.

The University and contractor shall mutually determine the additional security measures required to control unauthorized access to all food service areas included in this contract. The University and contractor shall mutually determine their responsibility for the cost to provide initial and future additional security.

7.27.2 Area Security

Contractor's staff shall open, close and check University's food service facilities as instructed and required by University. University shall furnish instructions and initially train contractor's full-time managers in approved procedures.

7.27.3 Lock Cylinder/Key Replacement

The contractor shall be responsible for the cost of replacement of lost keys and re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys. The contractor is responsible for all costs associated with changing safe combinations.

7.27.4 University Security

The University shall provide the contractor with campus protection and security services currently available to food service, such as night patrol, door checks, security consulting, call response, etc. This service shall not include armored car service.

If the contractor requires additional security, it shall be provided by, or coordinated through, the University Police, for which contractor agrees to pay prevailing charges. In addition to Police staff, the contractor may supplement with additional supervisory staff. No other security staff may be employed by contractor. Contractor shall follow the University's policies in dealing with improper conduct, and shall report all incidents to the University Police. Emergency calls shall be reported as promptly as possible to the University Police with notification of incident to proper campus representatives as outlined in the emergency reporting guidelines.

7.27.5 Safety Requirements

All material, equipment and supplies provided by the University and contractor must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

During the course of this contract, the contractor is fully liable for public and private protection while work is in process at any site identified as a potential hazard. The contractor must provide prominently displayed warning devices and/or signs that are in compliance with the aforesaid safety regulations.

All hazardous conditions, physical surroundings, and equipment, or fire shall be reported immediately to the University. Verbal reports will be followed with written reports by the contractor within twenty-four (24) hours listing details of the posed hazard.

An aggressive program of accident prevention and safety education shall be instituted by the contractor. Proper instructions and training shall be provided on the use of equipment and techniques of handling food to aid in the goal of having an accident free and safe environment. First aid supplies, fire extinguishers and fire alarms will be available for use as needed. Employees are to be trained by the contractor on where to find them and how to use them. All injuries and accidents are to be reported to the University the day they occur.

7.27.6 First Aid Equipment

The contractor shall be responsible for the costs of first aid equipment and supplies in all production and service areas.

7.27.7 Fire Extinguisher System

The University shall furnish and maintain fire extinguisher equipment and supplies, including automatic hood extinguisher systems, and the contractor shall notify the University immediately of extinguisher use.

7.28 Sanitation

7.28.1 Highest Standards Required

The premises, equipment and facilities shall be maintained throughout the life of this contract in condition satisfactory to the University and in compliance with Chapter HSS. 196, 198 and 50.50 of the Wisconsin Administrative Code. Thus, the contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the execution of the terms of this contract including food handlers' appearance and performance in the preparation, service, transport and storage of food and related items.

7.28.2 Right of Inspection

The University shall have the right of inspection of all Dining Service areas, dining facilities, storage and auxiliary service rooms and the operation of the contractor with respect to the quality and quantity of Dining Services, the method of service, opening and closing hours, and generally with respect to use, safety, sanitation and the maintenance of said premises, all areas shall be maintained at a level satisfactory to the University. The University shall have the right to establish reasonable regulations from time to time with regard to such matters, and the contractor agrees to comply with such regulations. Authorized representatives of the University shall have full right of access to all areas of said premises at any and all times.

7.28.3 Facility Inspections

Consultant inspectors of the Wisconsin Division of Environmental Health and Milk Certification Section and/or Agent Health Departments of the division, and campus

safety and sanitation personnel shall have complete cooperation and access to all food service, production and storage areas on inspections which they may conduct. These inspections may be at the request of the University or at said agency's own discretion. A management representative of the contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically. Supplier representatives who normally provide equipment and product inspections and reports as part of their services shall be encouraged to perform frequent inspections and shall furnish a copy of each report to the University and contractor. The contractor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten days of notification and by mutual agreement of the University.

Should the contractor fail to meet the sanitation standards required by this contract or of any agency having jurisdiction, or fail to comply with the University rules and regulations concerning protection from fire and panic or general safety, the University reserves the right to hire outside contractors to perform the necessary work, or have this work done by University staff personnel; and, in either case, charge-back the contractor at actual labor and materials costs plus twenty-five percent (25%) of the labor and material total cost. The University reserves the right to withhold payment for services not rendered by the contractor as set forth in this contract.

7.28.4 Daily Sanitation Inspections

A management representative of the contractor shall conduct equipment and facilities maintenance and sanitation inspections daily and upon request provide a copy of the inspection report to the Campus Contract Administrator. Supplier representatives who normally provide equipment and product inspections and reports as part of their services shall perform frequent inspections and shall furnish a copy of each report to the Campus Contract Administrator and contractor. The contractor is responsible for implementing corrective operating measures required within ten days of notification with the mutual agreement of the Assistant Director of Auxiliary Services.

7.29 Cleaning

7.29.1 Contractor Responsibilities

Unless otherwise specified in this section, the contractor shall provide all required housekeeping, cleaning maintenance and sanitation service, and the necessary equipment and supplies associated therewith. This shall include, but not be limited to: cleaning of food preparation equipment, counters including tops, under counters, drawer areas and front surface areas of cabinets, refrigerators, and freezers.

The contractor shall clean all tabletops and chairs in the dining areas during and immediately after each serving period.

The University shall provide daily “ front of house” cleaning, maintenance and sanitation service and the necessary equipment and supplies associated therewith shall include dry and wet vacuuming, trash can cleaning, mop and spot pick-up of items on the floor for the following food service and dining areas: Servery floors and walls, dining room floors, offices, walls and windows, front side of dish conveyor, floors and walls, all steps and/or elevators used by patrons to enter and exit the dining facility.

The University shall provide daily “back of house” floor cleaning, maintenance, sanitation and supplies including trash bags and liners and equipment for food preparation and dish-room service areas on a charge back basis. Cleaning and sanitation shall include wet and dry vacuuming, dry and wet mopping and periodic deep cleaning in the following areas: production, bakery, serving kitchens, receiving and storage, service elevator, offices, hallways, and stairs regularly used by food service.

The Contractor shall pay the University in twelve (12) installments an annual cleaning/maintenance fee for “back of house” as specified above. The annual charge shall be a sum negotiated by the University annually to cover the costs of the service. (See Appendix II)

7.29.2 The contractor shall do everything possible to protect customers and employee’s health and safety by operating clean, safe and sanitary premises. To make the facilities maximally appealing to customers, the contractor shall employ housekeeping and sanitation programs that meet the highest standards of cleanliness. Daily procedures to meet this standard shall include, but not be limited to, the following:

- Regular bussing of all dining and seating areas.
- Sanitizing the tables after each meal.
- Wiping and spot washing chairs as necessary.
- Removing trash from dining room trash receptacles and depositing it in the dumpsters.
- Cleaning all kitchen and serving area equipment after its use.
- Regular monitoring of the dining and serving areas to identify and swiftly correct deficiencies in any of these areas.
- Spilled food products shall be promptly cleaned up in all service, production and dining areas.

7.29.2 Pest Control

The contractor shall be responsible for the cost and maintenance of insect and pest elimination in all dining, production, serving, storing, preparation, receiving and waste removal areas, vehicles and transport equipment. These areas include dish-rooms and food service elevators. The University shall be responsible for insect and pest elimination in all mechanical rooms, meeting rooms, public restrooms, elevator used by public, and electrical rooms.

Contractor shall provide once a month service as a minimum with special clean-out service twice in one month at semester break and twice again in May. Contractor agrees to provide as many visits per month as University might require of contractor’s exterminator to eliminate insects and pests. Contractor shall maintain records as may be required to identify problem areas for University and exterminator.

Contractor shall designate an employee who shall accompany the exterminator through the buildings when they are treated; schedule all treatments with University representative; and coordinate. The contractor shall cooperate with the University to

keep these costs to a minimum.

7.29.5 Item Specific Cleaning

The University is responsible for cleaning ceilings, drapes, and light fixtures; including maintenance and replacements. The contractor shall be responsible for cleaning walls and windows in food service areas on a mutually agreed schedule.

7.29.6 Stripping and Sealing of Floors

The University shall be responsible for the periodic stripping and sealing or waxing of floors in the food service dining areas as determined by mutual agreement. The University shall furnish at its expense the necessary equipment and supplies.

7.29.7 Hood Ducts And Vent Cleaning

The University is responsible for the periodic scheduled cleaning of hood ducts, plenums and related vents and fans. The contractor shall be responsible for routine cleaning and maintenance of hoods and filters and for ensuring that all hoods are operated only when proper grease filters are in place. In the event of improper operation, the contractor shall be responsible for the costs of the immediate, unscheduled cleaning of hood ducts, plenums, and related fans and any other damage caused by the negligent usage.

7.30 RECYCLING

The contractor shall use recyclable packaging materials, cups, sick tray containers, plates and similar items as much as possible.

7.30.1 Chapter 159 State Statutes

The contractor shall comply with University and State policies and procedures related to recycling of waste materials, purchase of recycled materials and participate in required waste separation programs. The University shall arrange for space and/or suitable containers required for recycling.

The contractor shall assist the University in providing data supporting their program participation.

The contractor shall develop programs, approved by the University, to reduce the use of disposable items that are not recyclable and separate for recycling the following materials that are generated as solid waste by the University and contractor:

- a) Aluminum containers
- b) Corrugated paper or other container board
- c) Glass containers
- d) Magazine or other material printed on similar paper
- e) Newsprint
- f) Office paper
- g) Plastic containers #1, #2
- h) Steel containers, aerosol cans, paint cans

7.30.2 Recyclable Materials And Trash Removal

The University shall will provide dumpster service for trash and garbage under separate contract. The contractor is encouraged to recycle when possible. No charge will be made for service of recycled items properly separated by the contractor.

7.30.3 Cooking Oil Recycling Container

The contractor will pay for the prompt off-premise removal of cooking oils and greases to a recycling facility. This will require the contractor to pay for the rental, lease, purchase, or loan of an exterior collection container.

7.30.4 Waste Containers

Unless otherwise indicated in this section, the University shall provide waste and recycling containers in sufficient quantity to maintain sanitary standards for trash and recycling disposal. The contractor shall provide trash bag liners as needed. Waste and recycling containers shall be kept in a clean and satisfactory condition at all times, and emptied by the contractor to maintain sanitary and aesthetically pleasing conditions.

7.30.5 Recycling And Trash Bag Liners

The Contractor shall provide recycling trash bag liners for all food service areas as needed.

7.31 Charges and Commissions

7.31.1 Separate accountability for each type of service resulting from this contract shall be required of the contractor.

7.31.2 Residence Dining other than the declining balance program shall result in a charge by the contractor to the University per authorized boarders on contract per scheduled days and fraction of days served. Meal plan point and Blugold Dollar Point sales through all dining areas shall also result in a charge by the contractor to the University.

7.31.3 With the sole exception of meal plan point sales in residence dining cafeterias, net cash, meal plan point and Blugold dollar sales (gross sales less State Sales Tax) shall result in a fixed commission return monthly to the University or an annual guarantee total commission, whichever is greater. Cash, meal plan point, Blugold dollar and charge sales include revenues from Residence Dining service individual meal purchases (with exception of meal plan point sales in residence dining cafeterias), catering and conference sales, all sales from Retail dining services, including malt liquor and alcoholic beverages, and convenience store sales.

7.32 Liability for Revenue and Expense Items

A glossary of revenue and expense identification is provided in Appendix I.

7.33 Statements, Audits, Payments and Billings

- 7.33.1 Not later than the 20th day following the last day of each accounting period the contractor shall provide the Campus Contract Administrator and System Procurement office with a complete set of revenue and expense statements. The categories in the section of liability for revenue and expense items shall be used as a guide to line item revenues and expenses.
- 7.33.2 Each operating statement on a composite basis shall present revenue and expense accounts for the period being reported and fiscal year-to-date accounts with percentage ratios given for each item and period.

The contractor shall provide the University with a glossary description of revenue centers as part of the initial period statement submittal. Revisions to the revenue centers reported shall be provided the University on a current basis.

The contractor shall provide a period operating statement of revenue and expenses. Appropriate separate line revenue categories shall be identified on each period statement. In addition, a combined statement of all types of service shall be required.

7.33.2.1 Residence Dining Service Line Item Revenue Categories

- 7.33.2.1.1 Contract fixed-meal service contractor charge
- 7.33.2.1.2 Cash from Residence Dining contract meal service
- 7.33.2.1.3 Meal Plan Point Sales
- 7.33.2.1.4 Conference and Summer Camp Sales
- 7.33.2.1.5 Non-Commission Sales
- 7.33.2.1.6 Convenience Store Sales
- 7.33.2.1.7 Blugold Dollar Sales
- 7.33.2.1.8 Catering Sales
- 7.33.2.1.9 Other

7.33.2.2 Retail Dining Service Line Item Revenue Categories

- 7.33.2.2.1 Cash Sales
- 7.33.2.2.2 Catering Sales
- 7.33.2.2.3 Conference and Summer Camp Sales
- 7.33.2.2.4 Malt Liquor Alcoholic Beverage Sales
- 7.33.2.2.5 Meal Plan Point Sales
- 7.33.2.2.6 Non-Commission Sales
- 7.33.2.2.7 Convenience Store sales
- 7.33.2.2.8 Blugold Dollars
- 7.33.2.2.9 All retail operations by individual unit
- 7.33.2.2.10 Other

- 7.33.3 All operating statements shall be accompanied by respective payments and invoices to the University. Abnormal revenue and expense deviations shall be explained by the contractor as part of these statements. The University shall be prompt in processing the contractor's invoices in an effort to ensure payments are made in a timely manner within thirty (30) days of receipt provided the invoices are submitted in accordance with instructions provided by the University and that required services have been provided to the University.

Annual guarantee, commission or custodial service payments not received by the

University on the 20th day following the last day of the period in which they were earned or invoiced shall be paid by the contractor plus an interest penalty on the commission due at the prevailing interest percentage and conditions the State of Wisconsin uses for delinquent income tax.

7.33.4 Reporting Period

The University's fiscal reporting period is July 1 through June 30 and it is desired that the contractor's year-to-date reports correspond with this period. A month shall be a calendar month. A week shall run from Sunday through Saturday. Contractors with manual service at more than one University of Wisconsin campus shall provide period statements that are uniform for each type of service at each University as nearly possible as the terms of each contract specification permit.

- 7.33.5 On request of the University, the contractor shall meet with the University and review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Operating statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

The contractor's revenue and expense statements and their contents shall be retained, used, and treated in strict confidence by the University. The contractor's revenue and expense statements, in total, shall not be provided third parties without the express prior written approval of the contractor in accordance with public records laws.

7.33.6 Record Retention

The contractor shall keep in a safe place all financial records and statements pertaining to the operations of the University for a period of three years from the close of each year's operation. All records pertaining to the operations of Dining Services shall be open for inspection and/or audit by the State and/or University of Wisconsin System.

The University's representative or selected auditors may annually or more often if deemed necessary, examine all financial and operational phases of the contractor's services. Periodic reviews, conducted jointly by representatives of the University and the contractor shall be made to ensure that the staffing pattern, menu pricing structure and other phases of the operation are conducted in the most efficient manner. The purpose of the review is to ensure that the University is provided with quality, convenient food service, under sanitary and healthful conditions, at the most reasonable prices possible.

7.33.7 Contractor Internal Audit

The University shall be informed by the contractor of the schedule of the contractor's audit of the records and operations at the University. The University shall have the option to participate in the contractor's audits and shall receive full report of these audits.

7.33.8 Point of Sale Information

The University shall be advised by the contractor each year/month of the last day of each accounting period. After the last meal served each quarter or accounting period, the University may read out the sales recorded on each point of sale.

At the end of each accounting period, the contractor shall provide on request of the University the totals for each point of sale used during the period. The recorded sales for each food service unit shall be used by the University to reconcile reported period sales.

7.33.9 Collections and Billings

Collections and billings for special events, catering, conference, etc. shall be made by the contractor directly to the organization or individual sponsoring the event. The contractor may bill the Accounts Payable Office directly. A courtesy copy shall be sent on a timely basis to the department being charged to ensure that the billing is correct.

If necessary, an appropriate administrative office of the University shall assist in making collections when the contractor's customary collection efforts have been unsuccessful. Charges of the contractor for the services not permitted by or beyond the scope of this contract shall be an expense of the contractor and shall not be an expense of the University.

The University shall follow required procedures for interest payment on invoices for catering/ conference services when submitted per required procedures unless the contractor provides the University written permission to waive the interest penalty on a specific invoice.

The University shall audit catering and conference sales reported on the period operating reports. Reported cash and charge sales shall be reconciled to University facility reservation records, customer catering number sequence invoices, and event menu and arrangement contract on a periodic basis.

7.33.10 Unpaid Accounts

At the end of each year of the contract or on expiration or termination of the contract any unpaid accounts that are not collectible shall remain the responsibility of the contractor.

7.33.11 Partial Service Day Charges

For the purpose of computing charges for partial serving days, the contractor shall charge the following percentages:

Breakfast	- 17% of a serving day
Continental Breakfast	- 17% of a serving day
Brunch	- 50% of a serving day
Lunch	- 33% of a serving day
Dinner	- 50% of a serving day

7.33.12 Sales Tax

Sales tax collected shall be deducted from gross receipts, before computing the State and Local Sales Tax, provided the customers are advised of the amount of sales tax they are paying by posted sign or printed notice. (Divide gross receipts by 1.055).

7.33.13 Purchases and Expenses

The taxes or costs described below which are applicable are components of the financial consideration of this contract.

- 7.33.13.1 Payroll taxes for the contractor's employees shall be paid by the contractor to the appropriate Federal, State or local authorities.
- 7.33.13.2 Licenses and Permits, such as health and food service permits, shall be paid by the contractor to the appropriate State and local authorities.
- 7.33.13.3 All purchases of non-food supplies [except certain disposable one-time use containers resold with meals, per Sec. 77.54 (6)(b)] for use in the performance of this contract are subject to the State sales and use tax and contractor shall pay the tax to the supplier or to the proper government agency.
- 7.33.13.4 State and local property taxes are applicable to the contractor's inventory of food and supplies. Currently, there are no known taxes based on gross receipts (other than the sales tax, covered elsewhere herein) applicable to this contract.

7.33.14 Service and/or Sales

This section covers the exempt status of the University with respect to sales tax and the relationship of sales tax to the various services provided by the contractor.

7.33.14.1 Billing to the University

The University qualifies for the sales tax exemption as a non-profit educational University under Wisconsin Sales Tax Law, Sec. 77.54 (9a) and in support thereof.

7.33.14.2 Applicability of Sales Taxes

State and local sales taxes do not apply to charges for or agreement by a student for student meal plans, meal plan point and Blugold dollar accounts. Charges for meals served to the public are not exempt.

7.33.14.3 Other Services and/or Sales

Sales tax applies to all direct sales of meals and vended items to students, faculty, guests and other, per Sec. 77.52(2).

- 7.33.15 At the start of each contract year, the University shall issue the contractor Standard Procedure Instructions detailing the terms and amounts of charge-back payments due the University per specifications for services provided with copy to the System Procurement office for prior approval and amending to contract.

For the first year of the contract, these minimum charge-backs are:

Custodial service	Actual cost
Limited Access Control System	Actual cost
Telephone Service, Centrex System ,	
Local Service	Actual cost
Special Programming/System Development	Actual Cost

These charges shall be adjusted annually based on increases received by the University

7.34 Board Rate Billings and Escalation

- 7.34.1 On a weekly basis, the University shall pay the contractor an amount equal to the total student meal days and partial meal days at the contract rate on boarding counts, and an amount equal to meal plan point and Blugold dollar sales for the previous week. The University shall not pay the contractor an advance payment for Retail dining and Residential dining service.
- 7.34.2 Board rates and meal prices quoted shall be escalated the same percentage change as determined each year as a result of changes in the Consumer Price Index, North Central Region Averages, All Urban Consumers, Food Away From Home Index. Changes in this index shall be used to determine any increases or decreases in this charge. The first adjustment shall be effective September 1, 2003. For subsequent years of the contract this formula shall be used. The board rate changes shall be effective on September 1 of each year.

The base annual average for the CPU-I Food Away From Home Index shall be the twelve (12) months, July 1 through June 30 of each fiscal year.

The initial board rates quoted and the newly established rates effective September 1 of each contract year, shall be the base board rates from which the amount of the rate escalations is determined. The September base rates shall remain fixed until the following September 1.

July, 2002 - June, 2003 - Average Base Period

<u>Index Changes</u>	<u>Effective</u>
July-June, 2003	September, 2003
July-June, 2004	September, 2004

The University shall not pay the contractor more than the amount provided by the escalation; however, the contractor, at its option, may agree to accept less.

In the event of change in definition of the index used, the University shall determine the changes necessary in determining an escalation.

The amount of the escalation shall be subject to applicable Federal Court regulations, if any, and shall not exceed the amount permitted by such regulations.

8.0 STANDARD TERMS AND CONDITIONS

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment,

a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 **PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

22.0 **WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 **INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 **CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 **PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and

proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590.

9 COST PROPOSAL FORM FOR Dining Services, UNIVERSITY OF WISCONSIN – EAU CLAIRE

We, the undersigned, in compliance with Proposal Request Number RL-2157 for Dining Services, dated December, 2001, hereby propose the following charges and commissions for Residence and Retail dining services at the University of Wisconsin – Eau Claire, as follows. In making this proposal we acknowledge that we have read and understand this Proposal Request, and hereby submit our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to these Dining Services contractual provisions.

Alternate proposals shall only be considered if the proposer submitting the alternate meets the proposer's qualifications and is under consideration of contract award based on their response to the requirements of the enclosed Proposal Submittal Form.

9.1 Residence Board Rate Charges:

- 9.1.1 In consideration of Academic Term Residence Dining Services provided those individuals on Residence board contracts the contractor shall make charges to the University of: (carry out to four decimals).

Fixed Board Cost evaluation shall be based on 226 serving days.

Rates per Serving Day per Boarder

Any 10 _____

Any 14 _____

- 9.1.2 Charge per meal in Residence dining:

Breakfast _____

Lunch, Brunch _____

Dinner, Picnic _____

- 9.1.3

For purposes of escalation of the board and per meal rates, the contractor shall establish _____ percent (____%) of the amount of the base board rates for which escalation shall be provided for food, labor and supply costs. This percentage shall not be less than seventy-five percent (75%) nor greater than ninety percent (90%).

9.2 COMMISSIONS AND GUARANTEES

The contractor shall pay a period itemized commission on net, non-board meal plan point, Blugold dollar, cash and charge sales as follows: % BID

All Point Sales (other than non commissionable meal point point sales),
Retail including Catering, Alcoholic Beverage, camps/conferences
And cash sales _____ %
National Brand Concepts _____ %
Convenience Store _____ %

OR

An annual guarantee of three hundred thousand dollars (\$350,000) per year, whichever is greater.

The contractor, at its option, may elect to quote a lower annual guarantee of _____ dollars (\$_____).

NOTE: Do not make an entry on this option unless a lower annual guarantee is intended.

The below addenda have been received and considered in preparation of this RFP. Please complete the acknowledgment by signing and inserting the date of the addenda.

We acknowledge: addendum #1 _____ date _____
We acknowledge: addendum #2 _____ date _____
We acknowledge: addendum #3 _____ date _____

SIGNED _____

TITLE _____

FIRM _____

ADDRESS _____

DATE _____ CITY _____ STATE _____

ZIP _____

TELEPHONE: _____

FAX: _____

E-mail: _____

FEIN: _____

INFORMATIONAL APPENDIX I

UNIVERSITY OF WISCONSIN – EAU CLAIRE

Prepared by: Food Service RFP Committee

Date January 28, 2002

Potential bidders of this contract shall be provided the following pertinent information by the University along with the specifications of this bid. In addition, facts will be available and held (Appendix II) by the University for later evaluation by prospective bidders. The information is for the most recent and complete fiscal year. Realistic projections may be used where necessary. Where the information is applicable for both Residential Dining board contract and Retail dining food services, it shall be properly identified and separated.

The statistical data provided in Appendix I and II attached to these specifications do not constitute terms of the resulting contract, nor will they become a part of it; but are attached for informational purposes. Information contained in Items 1, 5 shall be used as part of proposal evaluation.

1. Estimated Meal Contracts 2002 - 2003.

PLAN	FALL 2002	SPRING 2003	SUMMER
DECLINING BALANCE	3306	2754	
14 Meal	400	350	
10 Meal	200	175	-

2. Number of student and part time labor hours used in a normal week of service:

Residential Dining Service - 400 hours

Retail Dining Service – 900 hours

Estimated Fall 2002 Residential Dining Service 6,000 For 16 Weeks. Retail Dining Service 14,000 Hours For 16 Weeks Of Service.

What are the average student and part time employee hourly rates? Student wage policy is in appendix II.)

Base Rates \$5.15 for every 100 hours work, receive a \$.20 an hour increase.

Student managers \$6.00 per hour

\$.50 per hour raise for each semester worked – Maximum paid for Student Manager is \$8.50 per hour.

3. Estimated University Population

a) Student Enrollment

	<u>Head Count</u>	<u>Full Time Equivalent</u>	
	10,589	9,509	- Total Including Graduate Students
First Semester 2002	<u>10,189</u>	<u>9,315</u>	- Total Undergraduate Students
	9,689	8,701	- Estimated Total Including Graduate Students)
Second Semester 2003	<u>9,323</u>	<u>8,523</u>	- Estimated Total Undergraduate Students

	2,568	1,532	- Estimated Total Including Graduate Students
Summer Session 2003	<u>2,218</u>	<u>1,343</u>	- Estimated Total Undergraduate Students
	10,556	9,509	- Total Including Graduate Students
Fall 2003	<u>10,156</u>	<u>9,327</u>	- Total Undergraduate Students

- b) Faculty and Staff
737 (Faculty/Unclassified) + 434 (Classified)
Academic Year 1,171 TOTAL

Summer Period 463

- a) Conferences - Individuals Attending

2002-2003 18,286

4. Residence Halls Occupancy

- a) Programmed Capacity 3,934 (with overflow spaces used)
b) 2001-02 Occupancy – 3,827 (FALL & SPRING)
c) Estimated 2002 - 2003 Occupancy – 3,934 (START-UP)

Meal Contracts Actual Fall 2001 Estimated Spring 2002

PLAN	FALL 2001 (3 RD WEEK)	EST. SPRING 2002	SUMMER 2002
DECLINING BALANCE	3,444	3,200	
14)	NA	NA	
10	281	140	

- b) Male-Female Ratio in Residence hall, Academic Year 2001-02

63% Female, 37% Male

c) Number Serving Days

	2001 – 2002	2002-2003
MONTH	SERVE	SERVE
AUGUST	1	2
SEPTEMBER	30	30
OCTOBER	31	31
NOVEMBER	27	27
DECEMBER	22	21
SUB TOTAL	111	111
JANUARY	16	17
FEBRUARY	28	28
MARCH	23	23
APRIL	30	30
MAY	18	17
SUB TOTAL	115	115
GRAND TOTAL	226	226

5 Any ten meals served 2000-01

Plan	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Any 10	18	4172	4206	3382	2408	897	1906	1631	1869	1162
Brkft.	3	237	310	249	190	38	90	85	103	99
Lunch	9	1903	1913	1525	1123	411	939	772	921	587
Dinner	6	2032	1983	1608	1095	448	877	774	845	476

For the Declining Meal Plan:

	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May
Brkft	58	1832	2019	1320	866	366	920	840	851	508
Lunch	247	15376	12998	9959	6155	4457	9411	7133	7582	3648
Dinner	1037	16795	14752	10449	6166	5565	10995	8023	7884	3361

Unredeemed Meal Plan Points two weeks prior to end of semester:

Fall 2000 \$162,850

Spring 2001 \$133,200

Unredeemed Meal Plan points at end of semester

Fall 2000 \$32,170

Roll over to Center Points \$250

Spring 2001 \$9,650

6. Participation rates week 4 of the fall semester 2001

Plan A Declining Balance 3437

Plan B 10 meal 281

Retail Check average Meal Plan Points \$2.36, Blugold Dollars \$2.00 Cash \$2.33

7. The University projects growth in the total Institution population of 0 per year.

8. Net sales records by each type and division:

Last Fiscal Year
2000 -2001

	MEAL PLAN	BLUGOLD	CASH	TOTAL *
Riverview Café	\$ 360,673.83	\$ 4,554.33	\$ 5,889.76	\$ 371,125.00
Terrace Café	\$ 153,611.01	\$ 6,440.18	\$ 14,133.93	\$ 174,175.00
Catering	\$ 1,000.00	\$ 2,000.00	\$370,800.00	\$ 373,800.00
Burger King	\$ 250,843.63	\$75,668.93	\$637,704.00	\$ 963,217.00
Hot Shots	\$ 208,059.77	\$73,250.89	\$197,895.00	\$ 479,206.00
Cabin	\$ 1.25	\$ 10.25	\$ 4,396.35	\$ 4,400.00
Cruising Café	\$ 34,362.56	\$ 4,589.28	\$ 26,871.55	\$ 66,525.00
Dulany	\$ 5,930.15	\$ 8,011.12	\$ 21,130.58	\$ 35,125.00
Food Court	\$1,142,443.05	\$55,410.48	\$ 87,415.66	\$1,334,275.00
Higher Ground	\$ 24,522.71	\$ 976.55	\$ 1,123.39	\$ 27,525.00
Little Niagara	\$ 113,661.15	\$49,884.82	\$ 95,289.34	\$ 261,450.00
Mall	\$ 6,775.05	\$ 1,977.74	\$ 15,262.46	\$ 24,150.00
Pan Ds	\$ 73,231.28	\$16,553.31	\$ 57,952.39	\$ 152,650.00
Subway	\$ 95,020.85	\$46,327.56	\$126,224.67	\$ 267,575.00
Total	\$2,470,136.29	\$345,655.44	\$1,661,089.00	\$4,535,198.00

*NUMBERS ROUNDED TO CLOSEST 25

9. Estimate value of the inventories which the contractor may purchase from the present contractor:

Food	\$ <u>60,000</u>
Paper Supplies	\$ <u>5,000</u>
Cleaning Supplies	\$ <u>5,000</u>
Hand Utensils	\$ <u>-0-</u>
Miscellaneous Supplies	\$ <u>500</u>

10. Annual contractor cost estimates for the following service, where applicable:

Reader Maintenance	\$ <u>-0-</u>
Pest Control	\$ <u>5,000</u>
Refuse Removal	\$ <u>-0-</u>
Time cards/system	\$ <u>2,500</u>
Food Service Brochure	\$ <u>6,000</u>
Licenses	\$ <u>2,500</u>
Long Distance	\$ <u>-0-</u>
Telephone line charges	\$ <u>6,000</u>

11. The current board rates as of September 1, 2001

PLAN A/10 Meal Plan	\$ <u>3.1624</u> /BOARDER/SERVING DAY
PLAN B/Declining Bal	\$ <u>1.42</u> -Breakfast/BOARDER/SERVING DAY
	\$ <u>2.78</u> -Lunch
	\$ <u>3.03</u> -Dinner

Commission Rates

All Point Sales, Catering, Alcoholic Beverage Sales \$115,000 per year
 Bagel Carts 10% of Net Sales
 Burger King 12%
 Hot Shots 12%
 Mallard Court 10% of Net Sales

12. Summer Camp/Conference Residence Dining Prices

SUMMER 2001 RATE:

	AFFILIATED CAMPS	NON-AFFILIATED CAMPS
BREAKFAST	\$ <u>3.93</u>	\$ <u>3.93</u>
LUNCH	\$ <u>5.06</u>	\$ <u>5.06</u>
DINNER	\$ <u>5.77</u>	\$ <u>5.77</u>
	\$ <u>14.76</u>	\$ <u>14.76</u>

13. LIABILITY FOR REVENUE AND EXPENSE ITEMS

For the purpose of establishing a ready reference of the financial terms for Dining Food Service, the following glossary of revenue and expense identification is provided:

- 13.1. The glossary revenues and expenses of Dining Food Service related to this contract for which the contractor is responsible are as follows:

13.1.1. Sales

13.1.1.1. Cash Sales

Income, including tax from the sale of food, beverages and sundry items provided in all areas of Residential Dining contract and Retail dining food service as set forth in the specifications of this contract.

13.1.1.2. Catering and Conference Sales

Charge or cash sales income from food, beverage and services provided in all areas of Residential Dining contract and Retailing Dining Services.

13.1.1.3. Malt and Alcoholic Beverage Revenues

Those gross revenues derived by the contractor from malt liquor and alcoholic beverage service in conjunction with or separate from other forms of Residential Dining or Retail dining service.

13.1.1.4. Gross Sales

The combined revenue of cash, catering and conference sales.

13.1.1.5. Sales Tax

All applicable state, federal or local taxes on gross food and beverage service.

13.1.1.6. Net Sales

Gross sales less applicable sales tax.

13.1.1.7. Contract Sales

The net dollars and cents paid the contractor by the University for the number and partial number of meal days served and meal plan point plan sales by the contractor for the period.

13.1.1.8. Other Income

Cash or charge income not appearing in other revenue categories.

13.1.1.9. Non-commission Income

Subsidies, rebates, employee meals, sales of grease, recycled materials and other waste, and University's employee evaluation meals, etc.

13.1.2.2. Cost of Sales

13.1.2.1. Product Costs, Food

Food, Beverages, Fish, Fowl, Groceries, Fruits and Vegetables, Sundry Foods, Dairy

13.1.2.2. Paper Supplies

Including disposable foam, paper or plastic plates, cups, trays, glasses, flatware, napkins, table linen, wrapping materials, and necessary dispensers.

13.1.2.3. Variable Labor Costs

13.1.2.3.1. Wages

Salaries and wages for all employees exclusive of fringe benefits including one time personnel hired for special occasions.

13.1.2.3.2. Vacation, Holiday, Sick Leave

Accrued period provisions for vacation, holidays, and sick leave wages on a reserve basis; when paid or charged to a reserve account and credited to wages.

13.1.2.3.3. Group Insurance

Expenses of the contractor for employees' medical, dental, disability, catastrophic or other related group insurance. Deductions from employees for their share of group insurance, life or other.

13.1.2.3.4. Worker's Compensation

- Statutory
 - 13.1.2.3.5. Overtime
 - Total dollar amount for non-exempt employees.
 - 13.1.2.3.6. Unemployment Compensation, Payroll Taxes
 - Charges by headquarters office for company portion of operation contribution.
- 13.1.2.4 Semi-Variable Labor
 - 13.1.2.4.1. Wages
 - Salaries and wages for clerical, office, management, and supervisory staff employed on campus in the University's food services, and exclusive of fringe benefits.
 - 13.1.2.4.2. Fringe Benefits
 - Expenses of the contractor for clerical, office, management and supervisory staff fringe benefits.
- 13.1.2.5 Other Allowable Personnel Costs
 - Company portion of Union dues
 - Company portion of profit sharing contributions
 - Replacement of lost badges
 - Training - Education
 - Required employee health exams
 - University related travel expenses
 - Contractor employee meals
- 13.1.2.6 Car and Truck Depreciation
 - Period depreciation charge by headquarters office on company owned vehicles used on campus.
- 13.1.2.7 Car and Truck Expense - Other
 - Vehicle registration fees
 - Cost of collision repairs
 - Gas and oil purchases
 - Credits from insurance claims - collision
 - Repair - parts and labor
 - Insurance
 - Company owned vehicle parking permits
 - Repair-Purchase tires and tubes
 - Motor vehicle truck lease
- 13.1.2.8. Shortages and Overages

Gross cash overages or shortages

13.1.2.9 Insurance - Other

Period charge by headquarters office for:

Money and securities

Vandalism

Fire and extended coverage on product inventory

Comprehensive liability

13.1.2.10 Equipment Replacement

Period provision for replacement of expendable, non-expendable equipment, and non-expendable equipment parts. Equipment and facilities repair or replacement costs due to loss or negligence of the contractor or its employees. To be used by the contractor on a reserve basis, and purchases to be charged against this reserve account. Balance in this account at the end of each annual accounting period or on termination of this contract shall be credited to the University's year end operating report.

13.1.2.11 Janitorial Equipment and Supplies

Expense of the contractor for detergent, sanitizer, brooms, mops, etc., used in the maintenance of the production, service, and dining areas and equipment specified in the terms of this contract, including catering set-up and clean-up.

13.1.2.12 Cleaning Supplies

Expenses of the contractor for detergent, sanitizer, and rinse compounds used for ware washing, pots and pans and rough laundry, including those compounds used for personal hygiene.

13.1.2.19 Laundry Service

Costs of the contractor for washing and/or dry cleaning towels, uniforms, table linens, napkins, etc.

13.2.2.19 Linens

Expenses for mutually agreed non-expendable supply inventory replacement level of original inventory for towels, pot holders, uniforms, table linen, skirting, etc.

13.3.2.19 China, Silverware and Glassware

Expense for mutually agreed non-expendable supply inventory replacement level of original inventory for china, silverware, glassware and serving trays.

13.4.2.19 Office Supplies, Postage, Printing

Expenses normally incurred in the performance of standard office operations and printing costs of a routine or informational nature used for the University food service including menus, forms, flyers, etc.

13.5.2.19 Pest Elimination

Costs of premise pest elimination services, equipment and supplies.

13.6.2.19 Employee Relocation Costs

Expenses for moving supervisor-management staff on employment to the University.

13.7.2.19 Sundry Direct Costs

Car Allowance for managers assigned the University
Armored Car Service
Leased Equipment
Computers & Software
Typewriter Maintenance
Change of safe combinations, keys
Telephone; local and long distance including monthly line charges
Licenses, permits and bonding
Expenses of a non-recurring nature not classified elsewhere and arrived at by mutual consent

13.1.2.20 Approved public relations, marketing, advertising, and promotion

Expenses in the amount specified and mutually agreed resulting in improved marketing of food service and such other expenses required to maintain or improve revenues and the image of food service.

13.1.2.21 Commissions

Rebates paid the University each period on Residential Dining dining, point and Retail dining charge and cash sales per proposal submittal.

13.1.2.22 Administration Management Fee

Headquarters office charge per terms of commissions and charges of this contract including accounting and data processing, clerical, purchasing, dietary, management recruiting and relocating expenses, equipment consulting and supervision expense, and additional items listed in 13.3. This fee shall not exceed six percent (6%) of net Dining Food Service sales and may be established by the contractor to approximate his administration management fee estimate for income tax purposes.

13.1.2.23 Profit Distribution

That portion of operating profit retained by the contractor per contract specifications.

13.1.2.24 Credit Accruals

Itemized expenses identified which have not been paid.

13.1.2.25 Rubbish and Garbage Removal

Period charges for exterior removal of rubbish and/or garbage resulting from food service.

13.2. The glossary revenues and expenses of Dining Services related to this contract for which the University is responsible are as follows:

13.2.1. Sales

13.2.1.1. Meal Contract Revenues

Those revenues derived from the sum of various meal contract plans sold to boarding students including contracts provided in Retail dining, if any. Applicable sales tax shall be collected by the University, if any, and shall not appear as part of these net sales.

13.2.1.2. Malt and Alcoholic Beverage Revenues

Those gross revenues derived by the contractor from malt and alcoholic beverage service in conjunction with or separate from other forms of Residential Dining or Retail Dining Services.

13.2.2. Product Costs, Food or Beverages

An expense for food and beverages used in special service variations provided by the University. Other food product costs incurred by the University by mutual agreement in writing prior to service.

13.2.3. Utilities Expense

Including electricity, hot and cold water, steam, heat, gas, refrigeration and telephone installation.

13.2.4. Equipment Costs

Purchase of new and replacement capital equipment, and costs of installation and equipment repair, other than those incurred due to gross neglect of the contractor or his employees.

13.2.5. Painting, Redecorating and Remodeling

Materials and labor costs other than those incurred due to the gross neglect of the contractor or his employees.

13.2.6. Janitorial Services

Materials and labor for cleaning ceilings, drapes, light fixtures, for the food

service areas.

Materials and labor required in dining area break down clean up and set ups, for such purposes as special programs, dances, student testing, not including set-up and clean-up required for catered revenue functions.

13.2.7. Silverware, Glassware, China

Expenses for new items or increased inventory level requirements above those mutually determined adequate.

13.2.8. Public Relations, Advertising, Promotions and Programs

Expenses which are reasonable and mutually agreed relating to improved marketing food service including but not limited to University staff meals provided in connection with evaluation of the contractor's food service and such expenses required to maintain or improve revenues and image of food service.

13.2.9. Rubbish and Garbage Removal

Period charges for exterior removal of rubbish and/or garbage resulting from food service at University Centers.

13.2.10. Information Cards

Responsible for the costs of providing proper identification cards for access system.

13.2.11. Card Access Equipment

University is responsible for card access equipment.

13.3. The contractor is financially responsible for the following administration and management expenses as part of the administration and management fee. The following expenses shall not be charged to the University as a separate line expense item.

13.3.1. Consulting and administrative service furnished by the headquarters office.

13.3.2. Employee relocation costs upon leaving the University.

13.3.3. Professional employment recruiting fee.

13.3.4. Bank service charges.

13.3.5. Legal and professional fees.

13.3.6. All applicable taxes.

13.3.7. Management time or expenses incurred at other accounts or in training until permanently assigned to the University.

13.3.8. Labor relations.

13.3.9. Public relations expenses for:

- Business - Entertainment
- Professional journal subscriptions
- Contributions
- Employee parties and contributions
- Social or professional organization membership dues
- Other expenses not approved in writing by mutual agreement

13.3.10. Free meals for employees of the contractor or University.

13.3.11. Travel expense for management not permanently assigned to the University.

13.3.12. Other expenses not identified in this contract and which are not approved in writing by mutual agreement.

INFORMATION APPENDIX II

UNIVERSITY OF WISCONSIN – EAU CLAIRE

Prepared by: Food Service RFP Committee

Date: December 2001

In an effort to provide the prospective contractor with additional pertinent facts about the University, the following information shall be accumulated by the University and held. At the time bidders evaluate the University, copies of this information shall be made available to each prospective bidder in addition to other reasonable data and information that may be requested at that time. This information covers the most recent and complete fiscal year, and may include realistic projections where necessary. Where the information is applicable for both Residential Dining contract and Retail dining service, it shall be properly identified and separated.

1. What are your food service goals and objectives? What future changes would you like to see take place in the areas of food service?
2. List of class times for the academic year and summer school.
3. Copy of University calendar.
4. Copy of reservations, and catering policies and such other food service policies applicable to this contract.
5. Complete listing of food service full time non-management employees by classification, seniority, and the positions which are for the academic period only.
6. Samples of recent menus and prices by each type of food service including catering, conference and malt liquor and alcoholic beverage services.
7. Schedule of days and hours of required service, by each type and location of each food and beverage service area, including periods when food service is not required during the academic year.
8. Copy of current Employees Union Contract.
9. Copy of current food service equipment and floor plan layouts.
10. Summer Conference Program statistics and information.
11. Summary description of Wisconsin Chapter 159, recycling law.
12. Plans for University Remodeling.
13. Current Transferability program
14. Concession Service program information including price/product/ portion list
15. Campus Student Wage Policy
16. Children's Center
 - a. Specifications

b. Current Prices

17. Other

7.16.20 Resident Assistants (RA's) - 130
Conference Assistants (CA's) - 65
Orientation Assistants (OA's) - 18
TOTAL (RA's, CA's, and OA's) = 213

a. Summer Camp & Conference Access Card – RA's & CA's only = 195

c. UW-EC Hardware/Software Standards

18. Picnic Policy

19. Alcohol Policy

20. Center Point Redemptions for 2000-01

21. Meal Specifications/Academic Year/Summer