



Administered by University of Maine System
Office of Strategic Procurement
Request for Proposal (RFP # 12-16)

CONTRACT DINING OPERATIONS

Issue Date: August 31, 2015

Response Deadline Date/Time:

November 4, 2015, 12:00 Noon EST

Response Submission Information:

University of Maine System
Office of Strategic Procurement
104 Anderson Hall
37 College Avenue
Gorham, ME 04038
Attn: Rachel Piper

Response Contact Information:

Director of Strategic Sourcing: Rachel Piper
Email: rachel.piper@maine.edu Phone: (207)-780-5633

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SECTION 1

1.0 General Information

1.1 Purpose

Overview: The University of Maine System (UMS) unites seven distinctive public universities, comprising 10 campuses and numerous centers in the common purposes of providing first-rate higher education at reasonable cost in order to improve the quality of life for the citizens of Maine. UMS, through its Universities, centers, distance education and on-line programming, carries out the traditional tripartite mission – teaching, research, and public service. As a System, it extends its mission as a major resource for the State, linking economic growth, the education of its people, and the application of research and scholarship.

The University of Maine System is a comprehensive public institution of higher education serving nearly 27,500 Students annually and is supported by the efforts of approximately 1,272 regular full-time faculty, 82 regular part-time faculty, 3,026 regular full-time staff, 337 regular part-time staff members and a complement of part-time temporary (adjunct) faculty. Nationally recognized as a leader in combining excellence with access in public higher education, the System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

The Board of Trustees 2014 Strategic Outcomes were approved July 21, 2014. Strategic Integration Target 1 and 4 included the directives to:

Complete all seven campus strategic plans, as well as those from other major elements of the enterprise (e.g., Extension), ensuring that, taken as a whole, they meet the statewide mission-defined portfolio of services. All plans complete and checked against the statewide portfolio by EOY 2014. To accomplish this outcome, System strategic integration outcomes include the development of differentiating campus identities under the Board's newly adopted vision....

Develop a model of academic program and portfolio review and integration that leverages academic resources to enhance program quality, expand access, and meets appropriate financial benchmarks, with at least three pilot projects underway in FY15.

The University of Maine System is seeking responses to provide contract dining operations as defined in this document at University of Maine Augusta, University of Maine Farmington, University of Maine Fort Kent, University of Maine Machias, University of Maine Presque Isle and University of Southern Maine This document provides instructions for submitting responses, the procedure and criteria by which

the Provider(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Bidder(s).

All of the contracted campuses except University of Maine Augusta have board dining service. All six campuses seek retail and catering service. The System intends to enter into one master contract for these services with an addenda to address the unique needs of each individual campus.

There is a strong preference on the campuses to develop and implement a plan to increase the use of locally sourced food in the campus dining operations, including food from Maine. A system-wide dining survey revealed that faculty, students and staff have an interest in local sourcing but also that there is a price sensitivity limit on how much additional they are willing to pay for locally sourced foods. This is particularly significant when it is applied to the food served in the dining commons as part of the mandatory meal plan program. The meal plans provide up to 80% of the total dining revenue on some of the campuses but in most instances as little as 9% of the campus population is mandated to be on the meal plans. In other words, 9% of the population can be providing 80% of the financial support for dining venues on the campus.

The realistic approach to increasing local food sourcing is to set measurable goals, reflect the supply side of the equation, and maintain affordability for students. The University is committed to achieving a goal of 20% locally sourced food by the year 2020 beginning with a minimum of 15% local food purchase in the first year with a 1% increase in each ensuing year. The University has determined that it will adopt the following definition of locally sourced foods for the term of this Agreement:

The University of Maine System defines locally sourced food as any food produced or harvested by a producer or processor, including in Maine, within 175 miles of the University of Maine System's seven primary campuses. This definition applies to the following food product categories: produce (fruits and vegetables), dairy, eggs, poultry, meat, fish/seafood, baked goods/grains and grocery. Processed or prepared foods with at least 50% of their ingredients by weight qualifying as locally sourced food will be counted. A more detailed description of food purchasing guidelines is presented in Appendix B – 4 of this RFP

In May of 2015 the UMS Board of Trustees approved a policy to:

Allow reasonable preference when feasible for food goods produced sustainably, in a manner that minimizes transportation to the consuming location, or with other such environmental attributes or advantages as may be available in the marketplace, while balancing those benefits against price and other considerations.

Here is a link to the full policy: <http://www.maine.edu/about-the-system/board-of-trustees/policy-manual/section1002/>

There are specific sustainability response requirements contained in **Section 7.0**

There are specific descriptions of each of the campuses and its unique dining facilities, meal plans and needs.

Bidders should review **Section 2** of this document to see the full Scope of Services/Products required at all of the contracted campuses plus the specific addendum for each campus.

1.2 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

1.3 Eligibility to Submit Responses

1.3.1 Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.4 Evaluation Criteria

Scoring Weights: The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria.

Submission Requirements	Category	Points
Section 5.1-5.2	Organization Qualifications, Experience, and Financial Stability	10
Section 5.3	References	5
Section 5.4	State of Maine Economic Impact	5
Section 5.5	Dining Operations Response	30
Section 5.6	Financial Response	30
Section 7.3	Local Sourcing Response	10
Section 7.4	Sustainability Response	5
Section 9	Contract for Services	5
	Total Points	100

Section 5 (5.6 Only) – Financial Response

The total financial proposal will be evaluated as a combination of the lowest daily rate, financial investment, commission rates, summer camps & conference rates and proposed retail pricing.

No Best and Final Offers: The University will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their response.

Sustainability Scoring. Specific criteria for evaluating this portion of the proposals is outline in **Section 7.5.1** of this RFP.

1.5 Timeline of Key Events
(Subject to change at the discretion of the University)

Reference Section	Event Name	Event Due Date and Time
	Mandatory Bidders' Conference & /tour (Dates Firm)	September 9, 2015 8:00 a.m. UM Fort Kent 11:30 a.m. UM Presque Isle September 10, 2015 8:00 a.m. UM Machias 11:00 a.m. UM Augusta 3:30 p.m. UM Farmington September 11, 2015 8:00 a.m. USM Lewiston-Auburn 10:00 a.m. USM Portland 12:30 p.m. USM Gorham
Section 1, 1.6	Deadline for Written Communication	October 9, 2015 2:00 P.M. EDT
Section 1, 1.6	Response to Written Communication	October 20, 2015 2:00 P.M. EDT
Section 1, 1.15	Deadline for Response Submission	November 4, 2015
	Estimated Bidder Presentation Date	December 9 or 10, 2015
	Follow-Up Bidder Technical Review Date	December 18, 2015
	Award Announcement	January 15, 2016
	Contract Negotiations	February 29, 2016
	Estimated Contract Start Date	July 1, 2016

1.6 Communication with the University

It is the responsibility of the bidder to inquire in writing about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document.

Refer to table in **Section 1, 1.5 Timeline of Key Events** for deadline requirements.

1.7 Award

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Contract to that/those bidder(s). While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award contract(s) to one or multiple bidders, which may include awards to bidders for a geographical area, if such award is in the best interest of the University. If multiple awards were to occur, Contractors would have the opportunity to revise their proposal to reflect the new operating structure prior to any signed Agreement.

The University reserves the right to waive minor irregularities, which may include contacting the Bidder to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.8 Award Protest

Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.9 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a bidder selected (the successful bidder). At that time the University will issue an award notice letters to all participating bidders and the successful bidder's response may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning response will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

1.10 Costs of Preparation

Bidder assumes all costs of preparation of the response and any presentations necessary to the response process.

1.11 Debarment

Submission of a signed response in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

1.12 Response Understanding

By submitting a response, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.13 Response Validity

Unless specified otherwise, all responses shall be valid for one-hundred and twenty (120) days from the due date of the response.

1.14 Non-Responsive Responses

The University will not consider non-responsive responses, i.e., those with material deficiencies, omissions, errors or inconsistencies.

1.15 Response Submission

A **SIGNED** original and one virus-free electronic copy (thumb drive) must be made using the **Response Submission Information** provided on the cover sheet of this document.

The response must be provided in a sealed envelope by the **Response Deadline Date/Time** provided on the cover sheet of this document. Response provided will be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

FAXED OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
November 4, 2015
RFP # 12-16

1.16 Authorization

Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.17 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the contract(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

SECTION 2

2.0 Scope of Work

The University of Maine System seeks to provide contractor managed dining on the six campuses cited above. The primary dining market on five of the six campuses consists of the students who live in traditional campus housing without full service kitchens. Many of these students have a mandatory meal plan required as part of their on-campus housing. The secondary market demand segment consists of student who live in on campus apartments or off campus and faculty and staff.

Specifically the services to be provided are:

- Board dining operations on the UMF, UMFK, UMM, UMPI and USM campuses.
- Retail dining operation on all six universities' campuses.
- Catering on all six universities' campuses.
- Convenience store services on each campus as part of the snack bars/grab and go operations to include logo wares, sundries and miscellaneous items such as pens, paper, notebooks, etc. as deemed necessary for each campus.
- Active participation in the sustainability efforts on each campus including but not limited to local sourcing, wellness, and environmental initiatives to include setting achievable goals and tracking results.

SECTION 3

3.0 General Terms and Conditions

3.1 Contract Administration

The Office of the Chief Procurement Officer or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract. Day to day oversight of the operations portion of the contract will be designated to a contract administrator on each campus. In addition the System may assign a subject matter expert to assist the campus contract administrator and Procurement Officer.

3.2 Contract Documents

The Contract entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Bidder's response, including all appendices or attachments, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.

3.3 Contract Modification and Amendment

The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.

3.4 Contract Term

The Contract term shall be for a period of five years commencing on **July 1, 2016**. With mutual written agreement of the parties this Contract may be extended for five additional one-year periods. The University would also like to consider the financial impact of a full ten-year contract. The University will consider other contract terms at its discretion if proposed and in the best interest of the University.

3.5 Contract Enrollment Numbers

The meal plan enrollment numbers contained in the attached schedule for each campus are based on the most recent full academic year results and are not guaranteed. The contractor shall cover the actual needs of the University throughout the term of the contract regardless of whether the meal plan enrollment is more or less than the numbers shown.

3.6 Contract Data

The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data.

3.7 Contract Validity

In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.

3.8 Non-Waiver of Defaults

Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.

3.9 Cancellation/Termination

If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, or in any other way fails to provide service or other requirements in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seventy-two (72) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

3.10 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

3.11 Clarification of Responsibilities

If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.

3.12 Litigation

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.

3.13 Assignment

Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.

3.14 Equal Opportunity

In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

3.15 Independent Contractor

Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.

3.16 Gramm Leach Bliley (GLB) Act (Confidentiality of Information)

The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

3.17 Payments

Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

3.18 Indemnification

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

3.19 Contractor's Liability Insurance

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

**University of Maine System
Risk Manager
Robinson Hall
46 University Drive
Augusta, Maine 04330**

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard

statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

3.20 Sexual Harassment

The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice.

3.21 Smoking Policy

The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings. The Bidder must familiarize itself with the policies of each individual campus.

All University of Maine System campuses are tobacco-free campus. This policy applies to faculty, staff, students, contractors, bidders and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

3.22 Pricing Increases:

All prices quoted shall remain firm for the first two years of the agreement. Board rates will be negotiated annually thereafter. All request for a board rate increases must be submitted to the University System Offices no later than December 15 each year for approval to implement for the next academic year. Pricing increase requests must be supported by a combination of the following.

3.22.1 Increases in the U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories.

- 3.22.2 The U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast should be used to justify the increase in food cost.
- 3.22.3 U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories should be used to justify the increase in labor costs. In addition, increases in tax rates affecting labor cost should be applied.
- 3.22.4 Changes in menu, points-of-service, additions, or levels of service provided.
- 3.22.5 Verification/substantiation of any other cost factors through submission of supplier invoices over the previous six-month span.
- 3.22.6 The University reserves the right to approve or reject requested price increases. However, with adequate evidence based upon the above criteria, the University will not unreasonably deny price increases.

SECTION 4

4.0 Response Submission Requirements

This section contains instructions for Bidders to use in preparing their responses. The Bidder's response must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score. The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response. Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

4.1 General Format Instructions

- 4.1.1 Responses are to be prepared on standard 8-1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. The pages should be placed in a binder with tabs separating the sections of the response. Manuals and other reference documentation may be bound separately. An electronic copy must be provided on a USB drive.
- 4.1.2 All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
- 4.1.3 Bidders must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Bidder's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- 4.1.4 It is the responsibility of the Bidder to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration.

- 4.1.5 The Bidder may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Bidders shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.
- 4.1.6 Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

Bidders are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.

4.2 Proposal Format Instructions

The response shall be submitted under the same cover at the same time, in the distinct sections noted below:

Requirements - Organization Qualifications and Experience

1. Label this Section 1 in the response.
2. Appendix A – University of Maine System Response Cover Page and Table of Contents.
3. Provide responses for each requirement for **RFP Section 5**:
 - a. 5.1 Organizational Qualifications and Experience
 - b. 5.2 Financial Stability
 - c. 5.3 References
 - d. 5.4 Economic Impact within the State of Maine
 - e. 5.5 Operating Response

Requirements - Cost Response

1. Label this Section 2 in the response.
2. Provide responses for each requirement in **RFP Section 5**:
 - 5.12 Cost Response – Exhibit 1 referenced in Appendix B-3, and B-6 for each of the six (6) campuses.

Requirements – Business Functional

1. Label this Section 3 in the response.
2. Provide responses for each requirement in **RFP Section 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11**.
3. Submit completed forms referenced in Appendix B-1, B-2, and B-5 for each of the six (6) campuses.
4. Submit one completed copy of Appendix B – 4 for the entire six campuses. There is a Local and a Sustainability response sheet.
5. Review the functional requirements in Section 6 and identify any changes your firm would like to submit for the University’s consideration.
 - 5.6 Campus Specific – University of Maine Augusta
 - 5.7 Campus Specific – University of Maine Farmington

- 5.8 Campus Specific – University of Maine Fort Kent
- 5.9 Campus Specific – University of Maine Machias
- 5.10 Campus Specific – University of Maine Presque Isle
- 5.11 Campus Specific – University of Southern Maine

Requirements – Sustainability and Local Sourcing

1. Label this Section 4 in the response.
2. Provide responses for each requirement in **RFP Section 7**:
 - 7.4 Sustainability Response

Confidential Information

1. Label this Section 5 in the response.
2. Provide the documents as outlined in **RFP Section 9**.

Attachments

1. Label this Section 6 in this response.
2. Any remaining attachments required as part of the response.

SECTION 5 - REQUIREMENTS

5.0 Organizational Qualifications, Experience, Financial Stability, References & Costs

Bidders shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

5.1 Organizational Qualifications and Experience

- 5.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 5.1.2 If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
- 5.1.3 Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 5.1.4 Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
- 5.1.5 Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Bidder must demonstrate that they are a recognized leader in the services and/or products covered in this document.
- 5.1.6 Describe your firm's understanding of the current higher education needs for providing the products / services described in **Section 2** of this document. Include in your response what challenges do higher education organizations face in this area how would your solution support our goals?
- 5.1.7 The Bidder shall provide resumes for the corporate, regional and district staff persons who will be assigned to this account. Resumes shall include education, experience, license, and/or certifications of each individual.

5.2 Financial Stability

The Bidder shall provide with the response proof of financial stability in the form of financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Bidder to be capable of meeting the requirements of this document.

5.3 References

Provide at least five (5) current professional references who may be contacted for verification of the bidder's professional qualifications to meet the requirements set forth herein. We will request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with bidder for less than one year). We strongly prefer clients from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

5.4 Economic Impact within the State of Maine

In addition to all other information requested within this document, each Bidder must dedicate a section of its response to describing the Bidder's economic impact upon and within the State of Maine.

For the purposes of this document, the term "economic impact" shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine economy and public revenues within the State of Maine. Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with Maine businesses, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Bidder's business operations.

To complete the "economic impact" section of the Bidder's response, the Bidder shall include no more than one page of typed text, describing the Bidder's current, recent, or projected economic impact with the State of Maine, as defined above. The Bidder may include all details and information that it finds to be most relevant for this section.

5.5 Operating Response

5.5.1 Catering Plan

Please submit a catering plan to include:

5.5.1.1 Menu.

5.5.1.2 Portions/pricing **for four levels of service**: table linens with china, standard china/service-ware, disposable service-ware, and pick-up/carry-out.

5.5.1.3 Identify all charges for catering including linens, deliveries, handling fees (i.e. for flowers), breakage fees, and charges for lost equipment.

- 5.5.1.4 Typical staffing levels per customer for seated service lunch and dinner functions, receptions, and buffet service.
- 5.5.1.5 The process used to receive, process, affirm, and confirm catering orders.
- 5.5.1.6 Sample catering policy manual.
- 5.5.1.7 Sample brochure/marketing piece.
- 5.5.1.8 Sample event planning/billing form.
- 5.5.1.9 Other pertinent data.

5.5.2 Communications Plan

Please submit a communications plan that, at a minimum, details the following:

- 5.5.2.1 District, regional and corporate visitation schedule by job title. Include the length of the visit, who will be called upon, and what follow-up University and each campus can expect from each visit.
- 5.5.2.2 Type of ongoing written communication that the University and each campus will receive from the Contractor's site, district, regional, and corporate offices. Include frequency, topics, and other pertinent explanatory data.
- 5.5.2.3 The format for operational and financial results and related analysis detail that the University and each campus can expect to receive and utilize as a management tool. Respondents should be candid as to the level of detail that will be provided relative to full disclosure on all costs associated with this contract.

5.5.3 Staffing and Personnel

Please submit a consolidated and unit personnel/staffing plan for each campus that includes, but is not limited to:

- 5.5.3.1 Using the forms in *Appendix B - 6* provide Pro forma staffing charts for all operations including position titles, times scheduled to work and wage rates. A complete set by venue and with a campus consolidated state must be submitted for

each campus. Please follow the instructions in the Appendix. Bidders are responsible for the accuracy of the data they submit. Blank worksheets are provided should you propose to add a new location/concept at any of the campuses. You must submit one Excel file for each of the six campuses. Do not submit PDF copies. All student worker opportunities should be identified as such.

5.5.3.2 Also please submit:

- Brief job profiles and descriptions for key management and supervisory staff at each campus.
- A sample resume for the manager who would be assigned to each of the campuses.
- An outline/table of contents of your Employee Training Manual.
- Basic Employee policies and procedures (including employee conduct policies).
- Resumes for proposed site management team for the overall account and each campus. Also include resumes for the District or Area Manager and any other local area/regional managers with responsibility or support functions with this account. In the case of site managers for the smaller campuses sample resumes are acceptable.

5.5.3.3 Benefit packages (health and related insurance coverages, vacations, holidays, sick leave, etc.) and minimum qualifications to receive these benefits. Include any co-pay requirements for both salaried and hourly personnel.

5.5.3.4 A description of how, as a new Contractor, your firm will deal with incumbent, non-management employees who wish to remain at the respective campuses.

5.5.4 Health and Wellness

5.5.4.1 Nutrition Programs:

Please describe in detail any types of nutrition awareness programs that would be initiated for the University and how these programs will be promoted. Examples of such programs would include programs for those with chronic dietary issues (diabetes, low-cholesterol & low sodium needs, etc.), religious diet preferences, and various degrees of vegetarian diets.

5.5.4.2 Food Allergies:

Please describe in detail your policies and procedures for handling individual students with one of the top seven food allergy groups: Peanuts, seafood, tree nuts, eggs, cow's milk, soy and wheat (gluten)

5.5.5 Marketing Plan

Submit a marketing plan that addresses the following:

5.5.5.1 Marketing the retail and catering services.

5.5.5.2 Marketing commuter meal plans to faculty, staff and non-resident students.

5.5.5.3 All marketing data (i.e. results of any intercept or web based surveys) collected (during site visits) on University that support the concepts your firm is presenting with this proposal.

5.5.6 Safety, Sanitation and Security

Submit data to support the existence of programs your company brings to an operation with respect to providing a safe, sanitary, and secure work and dining environment. Please note the type and frequency of training programs and mandated procedures that support safety, sanitation, and security. Include a description of your company's HACCP program. Include your company policy regarding ServSafe certification for employees.

5.5.7 Quality Assurance

Please submit a plan to provide quality assurance with respect to all aspects of the University dining program to include:

5.5.7.1 Sample inspection/quality audit forms used internally and as part of any district/regional visitations. Indicate frequency, follow up and University reporting when these audits are completed.

5.5.7.2 Follow-up procedures for customer complaints.

5.5.7.3 A plan for ongoing as well as periodic customer service monitoring.

5.5.7.4 Forecasting, merchandising, production, and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification, and deletion of unpopular items and so forth.

5.5.7.5 Describe the training and supervision process that will be implemented and sustained to assure the University that proper food handling, holding, transport, and service standards are in place and consistently utilized.

5.5.7.6 Describe your process for engaging students in an active dining committee to assure student input to maintain a quality dining program.

5.5.8 Sustainability

Please submit a proposal to support the University's commitment to promote sustainability in University dining operations. Please be specific in the actions that will be taken, time lines, and how success will be measured. Specifically, please see **Section 7**.

5.5.9 Key Performance Indicators (KPIs)

The University intends to negotiate KPIs as part of the new contract. Please submit a description of what your firm would propose as KPIs and the performance criteria for each. At a minimum you must provide KPIs for the following:

- Incorporating locally-sourced foods
- Performing regular preventive maintenance
- Maintaining plate cost
- Employee Turnover
- Safety and Sanitation
- Employee Training (safety, customer service, etc.)
- Addressing Food Allergens
- Marketing
- Wellness and nutrition
- Customer satisfaction
- Increasing revenue
- Sustainability
- Health, wellness, and sustainability education through the dining program

5.5.10 Environmental Protection Agency Oil Spill Prevention, Countermeasure and Control Plan (SPCC)

5.5.11 Please submit a plan to assure that your firm is in compliance with the requirement to control the storage and disposal of waste grease or cooking oil.

5.5.12 Exceptions to The RFP

Include any exceptions to the contract terms and conditions presented as part of this RFP. The System reserves the right to negotiate and/or reject any proposed exceptions. Failure to note exceptions will be considered as an initial agreement with the stated terms and conditions.

5.5.13 Subcontracts

If your company plans to use a subcontractor to fulfill any portion of the responsibilities outlined in the Request for Proposal, please identify them along with their qualifications. Describe in detail the exact role the subcontractor is to play within this Contract. The University reserves the sole right to approve or reject any or all proposed subcontractors.

5.5.14 Transition Plan

A transition plan detailing the steps that the Bidder would take in chronological order if selected to assume control of the account from another Contractor. Incumbents may choose to substitute a plan detailing what it will do to implement any changes submitted in the proposal should it be successful in retaining the account.

5.6 Campus Specific – University of Maine Augusta

5.6.1 Submit a plan to operate the existing café at UMA to include:

- Concept Description
- Facilities recommendations
- Menus with prices and portions for proposed menu items
- Projected daily customers
- Projected Average check
- Décor/signage

5.6.2 Please submit one or more alternative scenarios for providing food service on the UMA campus in a manner that is both operationally and financially sustainable. Each alternate should include

- Concept Description
- Facilities recommendations along with renderings and cost estimate.
- Menus with prices and portions for the proposed menu items.
- A plan to assure catering needs are met throughout the academic year.
- A description of any impact on the facilities and equipment

5.7 Campus Specific – University of Maine Farmington

5.7.1 Please submit a plan to operate South Dining Hall to include:

- Concepts/station descriptions
- Facilities recommendations along with renderings and cost estimates
- Menu for a 4 week and 3 day cycle. (See minimum menu standards in Appendix B-5 of the RFP)
- Décor/signage for stations
- Sustainability and educational initiatives to reinforce the university's mission
- Targeted Plate Cost
- An annual program of special theme nights and events by month Promotions, monotony breakers, premium meals and theme nights.

5.7.2 Meal Plans

Please submit a plan to provide the existing residential and voluntary meal plans.

Optional: Please submit an alternative meal plan structure along with daily rates for residential meal plans and a commission structure for voluntary meal plans.

- 5.7.3 Retail Dining Operations
Please submit a plan to operate the Snack Bar
- Concept Description
 - Facilities Recommendations along with renderings and cost estimates
 - Menus with prices and portions for proposed menu
 - Décor/signage
 - Projected daily customers
 - Projected average check
- 5.7.4 Please submit a plan to operate the Mantor Library Coffee bar with the current menu and products which are local and sustainable.
- Concept Description
 - Menus with prices and portions for proposed menu items
 - Décor/signage
- 5.7.5 Management
Provide a management organizational chart for the UMF campus along with a sample resume for a resident dining manager.

5.8 Campus Specific – University of Maine Fort Kent

- 5.8.1 Board Operations
Please submit a plan to operate Nowland Hall to include:
- Concepts/station descriptions
 - Menu for a 4 week and 3 day cycle. (See minimum menu standards in Appendix B-5 of the RFP)
 - Gate prices (Use Appendix D, Pricing and Portions)
 - Décor/signage for stations
 - An annual program of special theme nights and events by month
Promotions, monotony breakers, premium meals and theme nights.
 - Targeted Plate Cost per meal
- 5.8.2 Meal Plans
Please submit a plan to operate the existing residential and voluntary meal plans.
- Optional:** Please submit an alternative meal plan structure along with daily rates for residential meal plans and a commission structure for voluntary meal plans, as well as a plan for incentivizing voluntary participation.
- 5.8.3 Retail Dining Operations
Please submit a plan to operate Bengal's Grille:
- Concept Description
 - Menus with prices and portions for proposed menu items
 - Décor/signage
 - Please propose an option for beer and wine service at the Bengal's Grille for students 21 years or older.

- 5.8.4 Management
Provide a management organizational chart for the UMF campus along with a sample resume for a resident dining manager.

5.9 Campus Specific – University of Maine Machias

- 5.9.1 Board Operations
Please submit a plan to operate Kilburn Commons to include:
- Concepts/station descriptions
 - Facilities recommendations along with renderings and cost estimates
 - Menu for a 4 week and 3 day cycle. (See minimum menu standards in section Appendix B-5 of the RFP)
 - Décor/signage for stations
 - An annual program of special theme nights and events by month
Promotions, monotony breakers, premium meals and theme nights.
 - Targeted plate cost per meal

- 5.9.2 Meal Plans
Please submit a plan to operate the existing residential and voluntary meal plans.

Optional: Please submit an alternative meal plan structure along with daily rates for residential meal plans and a commission structure for voluntary meal plans.

- 5.9.3 Retail Dining Operations
Please submit a plan to operate the Kilburn Commons' retail operation
- Concept Description
 - Facilities Recommendations with rendering and cost estimates.
 - Menus with prices and portions for proposed menu items
 - Décor/signage

- 5.9.4 Please submit an alternative to the combined seating for the AYCTE and Galley.

- 5.9.5 Management
Please submit a management organizational chart for the UMM campus along with a sample resume for a resident dining manager.

5.10 Campus Specific – University of Maine Presque Isle

- 5.10.1 Board Operations
Please submit a plan to operate the Kelley Commons to include:
- Concepts/station descriptions
 - Facilities Recommendations along with renderings and cost estimate.
 - Menu for a 4 week and 3 day cycle. (See minimum menu standards in Appendix B-5 of the RFP)
 - Décor/signage for stations

- An annual program of special theme nights and events by month
Promotions, monotony breakers, premium meals and theme nights
- Targeted Plate Cost per meal

5.10.2 Meal Plans

Please submit a plan to operate the existing residential and voluntary meal plans.

Optional: Please submit an alternative meal plan structure along with daily rates for residential meal plans and a commission structure for voluntary meal plans.

5.10.3 Retail Dining Operations

Please submit a plan to operate Owl's Nest and C3 Express:

- Concept Description
- Facilities recommendations along with renderings and cost estimate.
- Menus with prices and portions for proposed menu items
- Décor/signage

Optional: Submit a plan with the above information to operate a new concept in the Center for Innovative Learning.

5.10.4 Management

Please submit a management organizational chart for the UMPI campus along with a sample resume for a resident dining manager.

5.11 Campus Specific – University of Southern Maine

5.11.1 Board Operations

Please submit a plan to operate Brooks Dining Hall to include:

- Concepts/station descriptions
- Facilities Recommendations along with renderings and cost estimates
- Menu for a 4 week and 3 day cycle. (See minimum menu standards in Appendix B-5 of the RFP)
- Décor/signage for stations
- An annual program of special theme nights & events by month.
Promotions, monotony breakers, premium meals and theme nights.
- Targeted Plate Cost per meal

5.11.2 Meal Plans

Please submit a plan to operate the existing residential and voluntary meal plans.

Optional: Please submit an alternative meal plan structure along with daily rates for residential meal plans and a commission structure for voluntary meal plans.

5.11.3 Retail Dining Operations

Please submit a plan to operate Husky Snack Bar

- Concept Description
- Facilities Recommendations with renderings and cost estimate
- Menus with prices and portions for proposed menu items
- Décor/signage

Please submit a plan to operate Bailey Hall

- Concept Description
- Facilities Recommendations with renderings and cost estimate
- Menus with prices and portions for proposed menu items
- Décor/signage

Please submit a plan to operate Ice Arena Concessions Snack Bar

- Concept Description
- Facilities Recommendations with renderings and cost estimate
- Menus with prices and portions for proposed menu items
- Décor/signage

Please submit a plan to operate Woodbury food court

- Concept Description
- Facilities Recommendations with renderings and cost estimates
- Menus with prices and portions for proposed menu items
- Décor/signage

Please submit a plan to operate Luther Bonney Hall

- Concept Description
- Facilities Recommendations with renderings and cost estimates
- Menus with prices and portions for proposed menu items
- Décor/signage

Please submit a plan to operate the Law School Cafe

- Concept Description
- Facilities Recommendations with renderings and cost estimates
- Menus with prices and portions for proposed menu items
- Décor/signage

Please submit a plan to operate Lewiston-Auburn Cafe

- Concept Description
- Facilities Recommendations with renderings and cost estimates
- Menus with prices and portions for proposed menu items
- Décor/signage

- 5.11.4 Please provide a management organizational chart for USM along with a sample resume for a resident dining manager, retail manager and executive chef.

5.12 Financial Proposal

The Bidder must submit a financial proposal response that covers the first two years of the contract.

The financial response shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and requirements.

The forms to complete the financial proposal are found in Appendices B and C. Failure to provide the requested information and to follow the required cost response format provided in Appendices B and C may result in the exclusion of the response from consideration, at the discretion of the University.

Please be sure to **submit financial information for a 5- and 10-year contract term**. The Contract term shall be for a period of five years commencing on July 1, 2016. With mutual written agreement of the parties this Contract may be extended for five additional one-year periods. The University would also like to consider the financial impact of a full ten-year contract. The University will consider other contract terms at its discretion if proposed and in the best interest of the University.

No costs related to the preparation of the response for this document or to the negotiation of the contract with the University may be included in the response. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

SECTION 6 – OPERATING RESPONSIBILITIES

Subject Area	University Responsibilities	Contractor Responsibilities
Personnel & Staffing		
Staffing levels		Contractor will maintain adequate staff on duty at the premises at all times to ensure a quality dining service operations. Staff will be experienced and qualified for administration and supervision, menu planning and dietetics, production, purchasing, service, sanitation, marketing, and equipment use.
Training		Contractor must continually provide satisfactory training and development for its employees at all levels of the dining operations.
Legal		Contractor shall comply with all applicable federal, state and local laws and regulations regarding employment, compensation, and payment of personnel. Such compliance shall include, without limitation, maintenance of unemployment insurance, worker's compensation and other taxes, health examinations, permits and licenses in amounts and type enumerated by law. Contractor shall act as an independent contractor, and not an agent of the University in all aspects of any management and operational duties and responsibility in its delivery of University's food services.
Selection and Hiring	University shall have the right to conduct interviews of proposed candidates for Contractor's highest ranking on-site District Manager and to review Contractor's final recommendation before an appointment is made. University shall also have the right to interview all proposed candidates for the general manager at each of the campuses.	Contractor will not transfer or change the site Director unless sixty (60) days advance notice in writing is provided to the university and a replacement suitable to the University is identified. The presiding stance shall not restrict the right of Contractor to terminate the employment of any employee, nor shall it restrict the right of an employee to resign his/her employment, so long as such employs changes comply with State and Federal laws.
Conduct	The University reserves the right to ask the Contractor to remove an individual whose conduct does not comply with University rules and regulations.	Contractor is responsible for the on-campus conduct of all its employees. Contractor employees will abide by all rules and regulations which govern University employees.

Attire		Contractor employees will be neatly attired in clean uniforms and wear visible nametag identification at all times while on duty. Management will be appropriately dressed (but not necessarily in uniform) and wear nametag identification.
Emergency Contacts		As a courtesy and to assure there is a known contact in charge for the Contractor in an emergency, Contractor will notify the campus dining contract administrator when the site management is scheduled to be away from the campus and who has authority to make decision in his or her absence.
Background Checks		Contractor will comply with University Background Check Requirements. http://www.maine.edu/about-the-system/board-of-trustees/policy-manual/section415/
Premises and Equipment		
Premises	University shall furnish, at its expense, premises, and equipment including but not limited to kitchen equipment, suitable office space, including a safe for temporary holding of funds, and fire extinguishing equipment.	Contractor shall perform proper use and care for the equipment and facilities with which it is entrusted under this contract and/or uses in the performance of its daily duties, as specified by equipment manufacturers. Contractor must perform first level (operator) preventive maintenance on all equipment, fixtures, furnishing, and building components.
Proprietary Concept Equipment		Contractor shall provide, at its own expense, any other equipment not provided by the University that the Contractor deems necessary to implement its unique concepts. The installation of permanent Contractor or supplier-owned equipment will require the prior written approval of University.
Small wares, service ware	University will provide an initial inventory of expendable and non-expendable supplies and service equipment (e.g., china, glassware, flatware, trays, and kitchen utensils).	At all times during the term of this agreement, Contractor shall maintain such minimum or par stock levels as cost of doing business.

Offices	University will provide existing office space at each campus. Any University owned office furniture currently in the assigned spaces will remain during the term of this agreement.	Contractor will be responsible for maintenance of such space in good condition and repair. Contractor, at his own expense, will furnish any additional office furniture not included in the current offices.
Office Equipment	University is not responsible for any of the office equipment that the Contractor chooses to supply in its assigned office spaces.	Contractor at is cost will provide any office machines necessary for the management of the dining service operations, including computers (and software), printers, copy machines, calculators and other similar items. Contractor may, but shall not be required to, lease computers from University that are fully loaded with University’s software packages.
PCI – DSS Payment Card Industry – Data Security Standard		Contractor will be the merchant-of-records for any credit or debit card transactions in connection with any of the services provided on the campus. The Contractor will be responsible for complying with all applicable laws, regulations and payment card industry data security standards as related to the protection of the cardholder data.
Termination	Upon termination or expiration of this agreement, University will conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, Contractor will surrender the facilities and non-expendable supplies and equipment to the University in as good a condition as at the start of the agreement, excepting ordinary wear and tear and loss or damage by fire, flood or other perils. When the final inventory is surrendered by Contractor at the end of the agreement, inventory surrendered must be equal to or greater in quality, conditions, and amount to the original inventory (plus an additional inventory or equipment provided by University, if any, during the life of the Agreement.)	The un-depreciated value of additional capital equipment (purchased by Contractor and listed and agreed to by University) would be purchased by a replacement service provider or the University at the time of a transition. Depreciation will be straight-line method, calculated over the term of the Agreement or less if mutually agreed upon at the time of purchase. Items proprietary to the Contractor (such as trade names, trade dress) shall be excluded from this provision.

<p>Repair and Maintenance</p>	<p>University will be responsible for repair and maintenance of all University owned equipment. The cost of these repairs shall be paid by the University, except where it has been determined by University that damages were due to Contractor negligence or an event under its direct control and responsibility.</p>	
<p>Inspections</p>	<p>University reserves the right to periodically conduct an unannounced inspection with or without the Contractor. Consultant inspectors for all state and local authorities and from the University will have complete cooperation from the Contractor.</p>	<p>Contractor will provide University and relevant campus with an inspection report within 72 hours of receipt. Within five (5) working days, Contractor will provide University and relevant campus with a written report of corrective actions on all infractions contained within the report. In the event that corrective action is a joint responsibility, Contractor will notify university of its responsibility in the matter and will work with university in the implementation of such action.</p>
<p>Pest Control</p>		<p>Contractor shall be responsible for all costs and maintenance of insect and pest control in all assigned areas for production, service and storage.</p>
<p>Recycling and Composting</p>		<p>Contractor shall comply with both present and future recycling and composting programs, as adopted by University. To the extent permitted under Good Samaritan laws, Contractor is expected to recycle or donate excess food, packaging, and other items as they comply with University policies and meet state and local sanitation and safety regulations.</p>
<p>Fire and Safety</p>	<p>University shall furnish and maintain fire alarms and extinguisher equipment and supplies as required by law, regulation or best practices. The University shall be responsible for the periodic cleaning of hood and ventilation systems.</p>	<p>Contractor shall immediately report fires, unsafe conditions, thefts, and security hazards to University and relevant campus. Contractor shall immediately fix and report to University and relevant campus any conditions cited in an inspections by local, state or federal agencies or those identified by University Campus Dining Administrator for unsafe conditions on the premises. Contractor shall notify University immediately after any fire extinguisher use or discharge.</p>

Integration of Point of Sale and other systems with University financial and card systems	The University will provide reasonable interfaces to university information systems for the integration of financial and student card systems with contractor’s point of sale and other systems.	The Contractor may be required to reimburse the University for labor and materials costs related to integration of financial and student card systems with Contractor’s systems.
Other Information Technology Services	University may provide other IT services to contractor when requested by the contractor. The University may bill the contractor monthly at its normal rates for such costs. The University shall notify the contractor before such services are provided if they will incur a cost to the contractor.	Contractor may be required to pay the University for labor and materials costs for requested or required IT services at the University’s normal rates for such services.
Accessibility		Contractor shall ensure that all equipment, systems, furniture, etc., directly intended for use by patrons will comply with all applicable laws and regulations regarding access by persons with disabilities. In the event of a disability complaint, the contractor will immediately provide a legally-acceptable accessible alternative.
Utilities		
Cost	In facilities on the Premises, which are not metered on the Effective Date, throughout the term, University will be responsible for providing and paying for electricity, gas, steam, water, sewer service for the food service operations.	In facilities on the Premises, which are metered on the Effective Date and in the case of any new dining venues where the entire building is dedicated to dining, the utilities will be paid by the Contractor as a cost of doing business.
Service	University does not guarantee an uninterrupted supply of water, steam, electricity, gas, or heat; however University will take reasonable efforts to restore the service following an interruption. University will not be liable for any damages or losses attendant thereto, including without limitation, product loss that may result from the interruption or failure of any such	Contractor shall assume responsibility for maximum utility/energy conservation. Contractor shall adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment, and other energy consuming items when the Dining Services facilities are not in use or when business volume dictates a reduction in the use of utilities. Failure to implement and enforce maximum utility/energy

	utility services, nor any loss of use or lost profit unless such interruption or failure is due to negligence of the University or its employees.	conservation after notice and 60 days opportunity cure by University shall result in financial penalties to Contractor in an amount equal to \$500 per violation thereafter.
Telephone System	University shall provide and maintain telephone service to each of the current dining office locations.	Contractor shall use the University Telephone System and shall pay for all fees, equipment and monthly long-distance phone charges as a cost of doing business. Contractor shall be responsible for damage to telephone equipment under its cares and provide for the proper use and care of the telephone equipment with which it is entrusted, utilizing standard methods of care specified by the equipment manufacturers. The Contractor may not use the University telephone system or network for connectivity for PCI-compliant devices without prior approval from the University.
Network and Internet Service	The University will provide network and Internet service connections for Contractor’s non-PCI devices.	<p>Any IT equipment, servers, systems, etc. deployed by the contractor on a UMS network will comply with all University information security policies and practices. Contractor is responsible for maintaining the security of its computers and software. Devices that are found to be compromised may be removed from the University computer network.</p> <p>Use of these services shall be for appropriate business related services. Access to the network is not be shared or transferred to other businesses or non-employees of the contractor</p> <p>Contractor may be charged, at normal rates, for labor and materials related to installation, alteration, connection or other changes to network infrastructure in order to provide connectivity to Contractor’s devices, including, but not limited to, labor, network equipment and wiring materials and services.</p>

		The contractor may not use the University network for connectivity for PCI-compliant devices without prior approval from the University.
Vehicles and Parking	University will provide designated parking at the primary dining facility for a designated catering vehicle with access to a loading dock as appropriate.	Contractor-owned vehicles for official business on campus must be clearly identifiable with the catering logo. All University rules and regulations for operating a vehicle on campus should be adhered to at all times. Contractor will purchase, maintain, and visible display a campus parking hangtag for any Contractor owned vehicles parked on campus. Contractor employees who intend to park on campus must purchase a campus parking permit.
Trash	University shall provide for the removal of trash and garbage which has been assembled by Contractor within the designated area of each facility on the Premises.	Contractor will cooperate with University in minimizing disposal costs. Storage of reuse and recycling by Contractor shall be in appropriate clean containers and in unobtrusive areas of each facility within the Premises, not in the production or dining areas.
Janitorial	In those situations where the University retains the use of the dining rooms for a variety of activates that may or may not be food service related, the University will provide the set-up and cleanup at no cost to the Contractor.	Contractor shall provide daily housekeeping and all cleaning/janitorial functions within the Premises and shall commission and oversee sanitation services for dedicated food service areas. In addition, Contractor will maintain the dining room throughout the service hours to include wiping down tables, cleaning spills, emptying trash, and keeping dining rooms neat. The facilities within the Premises for which Contractor shall be responsible will include, but not be limited to production and serving areas, dining rooms, convenience stores/snack bars, refrigerators, freezers, receiving and storage, trash and garbage, employee lockers and rest rooms, offices and hallways assigned to the Contractor.
Hoods	University will be responsible for the periodic cleaning of the ductwork above the ceiling level.	Contractor will be responsible for routine daily cleaning of the hood exterior and interior surfaces and filters below the ceiling level.
General and Information Security	University will provide general security to the campus locations occupied by Contractor.	Contractor will be responsible for any loss or damage resulting from Contractor negligent failure to provide adequate security, including information security breaches of contractor systems or by contractor

		<p>employees accessing University systems and including, but not limited to, such losses and damages due to inadequate contractor staffing levels.</p> <p>The contractor will be responsible for implementing information security measures, auditing and reporting to university officials as is required for other information technology system owners/users.</p> <p>Contractor’s employees will be responsible for complying with the University’s Standards for Safeguarding Information (as attached).</p>
Keys	University will provide all locking devices and keys at the onset of the Agreement.	Contractor will be responsible for the cost of replacement of lost keys. If University determines that keys lost by Contractor or its employees could compromise campus security, Contractor will be responsible for paying all costs associated with re-keying designated locations. Prior to the commencement of the Agreement, or at any time during the Contract Term, Contractor may request University to re-key the facilities with Contractor paying any costs of such re-keying. All Contractor employees are required to purchase a University Identification card. Such identification cards are used to access some facilities. Contractor will comply with all University key and card policies, such as fees for replacement of lost cards.
Incident Reporting	University is not responsible for the criminal acts of third parties.	Contractor will immediately report any break-ins or unauthorized entries into the foodservice areas, information technology systems, databases, equipment, etc. containing University-related information or data, operated by or for the contractor, to University Information Technology security officials, and all property losses associated there with to campus security. Contractor will be responsible for reporting to the University and relevant campus all accidents involving its staff or customers and all disputes or

		behavioral incidents involving staff, students, or patrons that occur in or around the premises.
Food and Other Supplies		
Costs	The University shall at no time be responsible for the cost of food and supplies associated with the dining operations.	Contractor shall be responsible for all costs (as part of doing business) for required food, paper, office, janitorial and chemical supplies for the operation the dining facilities.
Emergency Items	The University maintains the right to inspect emergency supply levels at its discretion.	Contractor will be responsible for providing and maintaining an inventory of disposable service ware adequate to meet the emergency needs should the dishwashing facilities become inoperative and paper or disposable service is required. Contractor shall maintain an inventory of food and supplies adequate to feed students during an emergency that precludes the delivery of fresh product to the campuses. That inventory shall be 3 days for USM, UMF and UMA and extended to 7 days for UMFK, UMM and UMPI from November 1 through April 1.
Effective of termination or expiration		Upon termination or expiration of the Agreement, inventories of food and expendable supplies will remain those of the Contractor.
Sundry Items		Contractor will engage in discussion with each campus, if they so desire, to sell sundry items (e.g., logo wares, pens, papers, notebooks, etc.).
Marketing		
Advertising & Promotions	University will reasonably cooperate with Contractor in promoting and merchandising services and product to attract more customers to fully utilize the dining services.	Within all applicable tax codes and with sensitivity to local town and gown issues, Contractor will cooperate with University to regularly develop and implement advertising and promotional efforts to increase the visibility and image of the University dining program to the faculty, staff and students. . All advertising and promotional materials will meet the requirements of applicable laws and University policies for compliance with disability accessibility

		standards, such as WCAG2.0 and “Section 508”, and include required accommodation notices.
Marketing Fund	University will meet quarterly with Contractor to review the marketing and promotional efforts of the last quarter and plan those for the next quarter.	Contractor will allocate .5% of revenue to a marketing fund. Expenditure of those marketing dollars shall be jointly agreed upon in advance for costs associated with dining advertising and promotional efforts.
Marketing Media		Contractor shall develop, maintain and keep current a dining website for each of the campuses. Contractor shall utilize social media such as Twitter, Facebook, and Instagram in creating on-going excitement around specials, promotions and other dining related events. Contractor shall ensure that all such social media, Internet, web and physical media and events comply with applicable disability accessibility standards and include required accommodation notices.
Sustainability and Local Sourcing		
Local Sourcing	The University of Maine System defines locally sourced food as any food produced or harvested by a producer or processor, including in Maine, within 175 miles of the University of Maine System's seven primary campuses. This definition applies to the following food product categories: produce (fruits and vegetables), dairy, eggs, poultry, meat, fish/seafood, baked goods/grains and grocery. Processed or prepared foods with at least 50% of their ingredients by weight qualifying as locally sourced food will be counted. A more detailed description of food purchasing guidelines is presented in Appendix B – 4 of this RFP	Contractor shall provide auditable documentation that in the first year of the Agreement it purchase a minimum of 15% of its food from local sources as defined in this Agreement. The percentage shall increase minimum 1% increase each ensuing year of the Agreement to align with UMS's ultimate goal of 20% by the year 2020. The contractor's renewal status for contract extension will take into consideration the extent to which the contractor has or has not met or exceeded sourcing goals. Contractor will provide the University and each campus with annual reporting and access to data to validate/audit the minimum local sourcing goal for each year using a mutually agreed upon set of metrics based on the UMS definition of local food as a benchmark.

Greenhouse and Campus-grown Food Operations	Each University shall determine whether or not it will provide a greenhouse or other campus-grown food (e.g., garden, hoop house) on its campus. The University shall be responsible for a student group that will operate the resource and grow products that the Contractor can utilize in its venues.	When a greenhouse, garden, or hoop house is present the Contractor shall agree to utilize the produce and herbs grown. The Contractor will provide expertise to the student group as to the types and amounts of products it can reasonably use in the dining venues.
Recycling and Composting	The University will, at its discretion, implement recycling and composting guidelines for the campus.	Contractor shall comply with all existing as well as any future recycling and composting policies established by the Universities including those for equipment and electronics.
Lawful Wage		Contractor will pay all its civilian employees assigned to the University a lawful wage as appropriate to the local region.
Waste Reduction	University will strive to install equipment that supports waste reduction when it replaces or adds equipment to a campus dining venue.	Contractor shall develop and implement policies and procedure including software to reduce pre and post-consumer waste in all dining venues.
Energy Reduction	University will strive to install equipment that supports energy use reduction when it replaces or adds equipment to a campus dining venue.	Contractor shall develop and implement policies and procedures including software or automated systems to reduce energy use in all dining facilities.
Reuse		http://www.mainelegislature.org/legis/statutes/14/title14sec164.html Under the guidelines of Maine Statute 164 “Immunity from Civil Liability” the contractor will donate leftovers to not for profit agencies that feed the hungry.
Environment	Each campus will provide the Contractor with a list of its current environmental policies as well as any changes that occur over the term of the contract.	Contractor shall abide by all current and future environmental policies and procedures adopted by the University.
University and Student Sustainability Committees.		Contractor will agree to actively participate in campus sustainability groups that impact the dining operations.
Sanitation & Safety		

ServSafe Certification		At a minimum all management and supervisory staff will be ServSafe Certified. Copies of all certifications are to be on file at each campus and are subject to random audit by the Contract Administrator.
Worker Safety	University is responsible for providing a safe work environment with respect to the facilities and equipment assigned to the Contractors	Contractor is solely responsible for training and supervising all employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately to the University and relevant campus. Contractor's employee safety should meet the University's minimum standards. http://www.maine.edu/about-the-system/board-of-trustees/policy-manual/section1002/
Chemical Storage		Contractor will be responsible for the safe use of all chemicals including secured storage and separation of chemical from food storage. Contractor storage will meet University's minimum chemical storage standards.
Wellness & Nutrition		
Healthy Choices		Contractor must offer choices that allow any person who dines in its operations the opportunity to select a well-balanced meal from the menu. The nutritional analysis of all menu items must be accessible to diners either in a written manual located in each venue, on a computer located in the venue or on-line on the campus dining website.
Nutritional Info		Contractor will make the entire USDA Nutritional Database and other web-based health and wellness links available to the entire campus population via its campus dining website.
Nutritionist		Contractor will provide individual access to a nutritionist through its campus website for individual questions. A nutritionist will be available on site for a minimum of one day per semester. Students will have

		advance notice of the site visit and the opportunity to make an appointment with the nutritionist during the visit.
Special Diets		When a student or community member has a medical doctor validated diet regimen the Contractor shall meet with the student then develop and implement a plan to meet that student’s needs in the campus dining venues.
Food Allergies		Contractor will provide menu options that allow students to avoid food that contain or have been cross-contaminated with the specific allergy. In particular the Contractor’s on-site management and staff will be knowledgeable with regard to the 8 common allergens: peanut, tree nuts, eggs, milk, wheat, soy, fish and shellfish. All food with these allergens must be identified as such.
Food Allergy Training		http://www.foodallergy.org/document.doc?id=137 Food Allergy Training Guide for Colleges and Universities.
Food Quality		
Product Standards		All food purchases shall meet requirements of the United States Department of Agriculture (USDA) Food and Drug Administration (FDA) and National Sanitation Foundation (NSF).
Leftovers		Leftover foods shall be kept to a minimum, refrigerated as necessary in shallow pans after each meal, properly covered, labeled, dated and served as an extra selection within 48 hours.
Food Temperature		Hot food shall be served hot and cold foods cold in accordance with local, state, and regional mandated standards.

HACCP		HACCP (Hazardous Analysis of Critical Control Points) standards shall be used for receiving, storing, thawing, chilling, serving and rethermalizing all food.
Food Availability		In AYCTE operations serving stations and bars are to be kept fully stocked throughout each serving period. The last customer is to be offered the same range of choice as the first customer. All food items will remain at their respective stations for a minimum of 15 minutes after the posted closing time except desserts which must remain available for a minimum of 30 minutes after the posted closing time.
Point of Service Labeling		Food items at the service stations and bars shall be readily identifiable with attractive, individual labels. In a la carte operations, pricing must be visible for all menu items. Packaged and pre-made foods must have the ingredients listed in order of the volume of each ingredient in the recipe/prepared food item. Allergens must be identified with Food Allergy Research, and Education (FARE) standards.
All-You-Care-to Eat Take-Out		There will be a one-time through entry/exit per meal wipe program in the AYCTE dining facilities to accommodate take-out. This provision will not apply in the case of all-access meal plans.
Menu Cycle		The AYCTE menu cycle will be 4 weeks and three days to avoid food items being repeated on the same day of the week each month.
Variety		In addition to the core menu at any given station, there will be daily specials that do not repeat more than twice during a full menu cycle.
AYCTE Menu Guidelines	The University shall have the right to review and approve any changes in the menu guidelines B-5 over the life of the contract.	Minimum guidelines for the AYCTE venue menu options are presented in Schedule B-5 of this RFP. The Guidelines will be reviewed annually and adjusted to meet food trends, locally sourced foods and new concepts.
Catering		

Rights	The University recognizes that it is in the best interest of both parties for campus departments to use the Contractor and will encourage that use whenever feasible.	The Contractor is the preferred caterer for all University events. It does not have exclusive right to catering except in venues already assigned to the contractor.
Commissions: Internal & External catering events.	The University does not seek commissions on internal department and organization catering sales in order to keep the pricing reasonable to the University groups.	Any catering that the Contractor does for non-University departments and organization is considered an External Catering event and subject to a commission to the University per the terms of the agreement.
Event Space Booking	University shall control the space commitment and scheduling of all meeting rooms and catering spaces on the campus. Bookings may be made through the appropriate facility scheduling office as specified on each campus.	
Invoices and Collections	University assumes no responsibility for the invoicing and collection of catering events for non-university departments and organizations. UMF will be responsible for all billing for catered events on its campus.	Contractor will invoice and collect revenues from all non-university departments and groups with no assistance from the university. Catering performed for non-university affiliated groups shall require a fifty percent (50%) deposit upon booking with the remaining fifty percent (50%) due the day of the event. For UMF only, Contractor will submit client invoices to campus for processing.
Catering Guides		Contractor shall develop and annual catering guide and shall make that guide available online before the beginning of each academic year. Where applicable the Contractor will print copies of this guide and Contractor will be responsible for production and distribution costs. Contractor will print the catering guide in two versions, one for internal group events and one for external group events.
Quality Control/Customer Satisfaction	University reserves the right to observe and monitor the food and service at all catering events.	Contractor shall establish and maintain a regular process for evaluating catering event food and service quality and responding to customer complaints. Copies of these evaluations and responses shall be summarized in the month campus report.

Pre-agreed catering		Contractor will honor the specific commitments of menus prices and other arrangements made under the previous contract and known by the University, for catering service prior to beginning the new agreements. This is to include any scheduled camps and conferences.
Catering Levels		Contractor shall provide a minimum of four service levels to include: 1) table linens with china; 2) standard china/service ware; 3) disposable service-ware and 4) pick up/carry out.
Alcohol		Contractor must hold the liquor license for any alcohol served at University events. Contractor has exclusive rights to any liquor service at any catering event.
Reporting		
Financial Reports – Monthly Point of Sale		Contractor will provide the University and each campus with a monthly point of sale financial statement to show budgeted and actual sales and operating expenses for the current period and the year to date on or before the 20 th day of the month following the close of the financial period.
Financial Reports – Monthly Consolidated		Contractor will provide the University and each campus with a month consolidated financial statement to show budgeted and actual sales and operating expenses for the current period and the year to date on or before the 20 th day of the month following the close of the financial period.
Monthly Operating Reports		Monthly operating reports and supporting data will be prepared in accordance with a format acceptable to the University and each campus to include sufficient detail for performance tracking purposes. These reports will include, at a minimum, the following:
AYCTE Meal Plan Participation		Participation numbers per plan type (i.e., amount of meals used on each plan versus total meals available)

Retail	University reserves the right to ask for additional supporting documentation when necessary.	<p>1) Average Check for Retail Venues (sales divided by customer count)</p> <p>2) Per Capita Retail Sales (sales divided by the total number of students, faculty and staff on campus)</p> <p>3) Sales per hour of operation by retail venue</p>
Retail Hours of Operation	University will not withhold approval to adjust hours to best meet customer demand and provide a financially sustainable program.	Once each term the Contractor will provide 30 minute revenue and customer counts for each retail venue for a full week (Sunday through Saturday).
Retail Pricing	University will not withhold pricing adjustments that are supported by the market basket comparison and within the plus or minus 5% range.	Contractor will do a market basket price comparison of prices for items sold in the retail venues (C-stores and a la carte dining). Market basket comparison will be presented to the University as a basis for any price adjustments for the next academic year. Prices in campus venues must be plus or minus 5% of those in the local market.
Semi-Annual Reviews		Contractor shall make a semi-annual presentation to the University and each campus detailing dining’s financial and operational performance over the past 6 months along with projected initials for the next six months. The presentation must include but is not restricted to: 1) Financial Performance Summary; 2) Participation Reports; 3) KPI data; 4) marketing activities and results; 5) Progress on Initiatives agreed upon and in previous review and proposed initiatives for the next 6 month period.
Corporate Visits		Contractor is to inform the dining contract administrator when a district, regional or corporate representative of the contractor’s firm is to be on campus. The dining contract administrator should be given the opportunity to meet with that representative(s) while that person(s) are on campus.
Report Delivery	The University dining contract is administered from the University System Office of Strategic Procurement with day to day oversight by the designated campus contract administrator on each campus plus a designated	All monthly, quarterly, semi-annual and annual reports should be sent to the campus administrator, the Procurement Administrator and the Subject Matter Expert.

	system-wide subject matter expert. University will keep the Contractor’s District Manager aware of any changes in these three positions throughout the life of the contract.	
FINANCIAL/PRICING		
Daily Rates, Conference & Camps Rates and Gate Prices	When the documentation provided substantiates the price increase the University shall not unreasonably withhold approval.	Beginning in the third year of the contract term, the Contractor will provide any request for a daily rate increase to the Office of Strategic Procurement and Campus Dining Administrator on or before December 15 each year. Said request must be supported by the information defined in section 3.22 of this RFP.
Accounts Payable	The University operated on a 30 day net payment cycle for all of its vendors and suppliers.	The Contractor will operate on the same 30 day net payment cycle. Special attention should be paid to meeting this requirement with respect to local suppliers and farmers.

SECTION 7

7.0 Local Sourcing and Sustainability

7.1 UMS Local and Sustainability Policy

In May of 2015 the UMS Board of Trustees approved a policy to, “Allow reasonable preference when feasible for food goods produced sustainably, in a manner that minimizes transportation to the consuming location, or with other such environmental attributes or advantages as may be available in the marketplace, while balancing those benefits against price and other considerations.”

Here is a link to the full sustainability policy: <http://www.maine.edu/about-the-system/board-of-trustees/policy-manual/section1002/>

7.2 Locally-Sourced Food Definition

The University of Maine System defines locally sourced food as any food produced or harvested by a producer or processor, including in Maine, within 175 miles of the University of Maine System’s seven primary campuses. This definition applies to the following food product categories: produce (fruits and vegetables), dairy, eggs, poultry, meat, fish/seafood, baked goods/grains and grocery. Processed or prepared foods with at least 50% of their ingredients by weight qualifying as locally sourced food will be counted. A more detailed description of food purchasing guidelines is presented in Appendix B – 4 of this RFP.

7.3 Contractor Local Sourcing Response

7.3.1 Local Sourcing Responsibilities.

Do you agree to comply with the local sourcing goals state below? If no, please explain.

7.3.1.1 Contractor shall provide auditable documentation that in the first year of the Agreement it purchase at minimum 15% of its food from local sources as defined in this **Section 7.2** above.

7.3.1.2 The percentage shall increase 1% each ensuing year of the Agreement to align with UMS’s ultimate goal of 20% by the year 2020.

7.3.1.3 The contractor’s renewal status for contract extension will take into consideration the extent to which the contractor has or has not met or exceeded sourcing goals.

7.3.1.4 Contractor will provide the University and each campus with access to invoices and purchasing data to validate audit the minimum local sourcing goal for each year.

7.3.1.5 Contractor will provide the University and each campus with access to data to validate/audit the minimum local sourcing goal for each year using a mutually agreed upon set of metrics based on the UMS definition of local food as a benchmark.

7.3.2 What is your corporate policy regarding locally sourced foods? Please submit specific campuses along with the definition of local sourced food for that campus and the percentage of your annual food spend that is locally sourced at that campus

7.3.3 Please use Appendix B-4 to submit the percentages of local sourcing for the University that your company is proposing for year one along with the anticipated annual increases, keeping in mind that the minimum levels are set in Section 7 of this RFP.

7.4 Contractor Sustainability Response

7.4.1 Sustainability Responsibilities

Do you agree to comply with the sustainability goals stated below? If no, please explain.

7.4.1.1 Greenhouse and Campus-grown Food Operations

When a greenhouse, garden, or hoop house is present the Contractor shall agree to utilize the produce and herbs grown. The Contractor will provide expertise to the student group as to the types and amounts of products it can reasonably use in the dining venues.

7.4.1.2 Recycling and Composting

Contractor shall comply with all existing as well as any future recycling and composting policies established by the Universities.

7.4.1.3 Lawful Wage

Contractor will pay all its civilian employees assigned to the University a lawful wage as appropriate to the local region.

7.4.1.4 Waste Reduction

Contractor shall develop and implement policies and procedure including software to reduce pre and post-consumer waste in all dining venues.

7.4.1.5 Energy Reduction

Contractor shall develop and implement policies and procedures including software or automated systems to reduce energy use in all dining facilities.

7.4.1.6 Reuse

Under the guidelines of Maine Statute 164 “Immunity from Civil Liability” the contractor will donate leftovers to not for profit agencies that feed the hungry. Full guidelines can be found here: <http://www.mainelegislature.org/legis/statutes/14/title14sec164.html>

- 7.4.1.7 Environment
Contractor shall abide by all current and future environmental policies and procedures adopted by the University.
- 7.4.1.8 University and Student Sustainability Committees
Contractor will agree to actively participate in campus sustainability groups that impact the dining operations.
- 7.4.2 Specifically state how your company addresses sustainability issues in food service for maximum environmental, social, and economic impact. For each issue please provide at least one example of where you have implemented that program, the specific results of the program and a reference with contact information.
- 7.4.3 What is your corporate policy regarding organic foods?
- 7.4.4 What is your corporate policy regarding campus-grown food (e.g., greenhouse, garden, hoop house, etc.)? Please submit any requirements for utilizing campus-grown foods into the campus dining program.
- 7.4.5 Please submit a sample list of spring, summer, fall, and winter seasonal foods that will be incorporated into your menus on a seasonal basis.
- 7.4.6 Please identify the system that your firm will use to reduce both pre-consumer and post-consumer waste on each of the campuses. Be specific as to whether the system is manual or software driven and what procedures are in place to assure that the system is effective in reducing waste.
- 7.4.7 Please submit a plan to use only biodegradable disposable and/or compostable service ware including the specific project that would be used and the cost impact in terms of per item sold cost increases.
- 7.4.8 Please submit a plan to continually update and educate the campus community about sustainability efforts.
- 7.4.9 Please use Appendix B-4 to submit the details on sustainability practices related to food suppliers, production and processing methods.

7.5 Evaluation for Contractor's Local Response

7.5.1 Evaluation for the local portions of the response will be separate from the operating evaluation. The evaluation criteria will include but not necessarily be limited to:

7.5.5.1 Your firm's commitment to Local Sourcing as defined in this RFP.

7.5.5.2 The relevant key performance reporting metric(s) you propose to use to monitor your progressive success in sourcing local products over the term of the contract.

7.5.5.3 The quality of your plan to continually update and educate the campus communities and the providers of local food about local food sourcing.

7.6 Evaluation for Contractor's Sustainability Response

7.6.1 Evaluation for the sustainability portions of the response will be separate from the operating evaluation. The evaluation criteria will include but not necessarily be limited to:

7.6.2.1 The relevant key performance reporting metrics you propose to use to monitor your progressive success in achieving sustainability goals over the term of the contract.

7.6.2.2 The quality of your plan to continually update and educate the campus communities about sustainability effort and issues.

7.6.2.3 Your proposed plan to reduce both pre and post-consumer waste related to food and supplies used in the dining program.

7.6.2.4 Your plan to use campus grown produce where it is available.

7.6.2.5 Your plan to support and sustain the local work force by employing local residents in each of the dining programs.

SECTION 8 – ADDITIONAL REQUIREMENTS

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SECTION 9

9.0 Contract for Services Requirements

The winning Bidder must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**.

As part of the response each Bidder is required to provide as part of their response submission the following:

- 9.1 Provide either a **red-line version** to reflect language adjustments to the University of Maine System, Contract for Services, “Agreement”.

For a copy of the word version of the Contract email the contact provided in **Section 1.6**.

OR

Sign the Contract signifying acceptance of the terms and conditions, Riders, the RFP and the Bidder’s response, including all appendices or attachments, are incorporated in the final Agreement.

- 9.2 Copies of your Certificate of Insurance and Form W9 or W8 should be provided as outlined in **Section 10** of this document to ensure the confidentiality of the information.

SECTION 10

10.0 Confidential Information

10.1 Certificate of Insurance – Provide on a standard Acord form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See **3.19 Contractor’s Liability Insurance**.

10.2 Form W-9 or Form W-8 if you are a foreign person.

SECTION 11

11.0 List of Appendices and Related Documents

This section lists documents which are included.

11.1 Appendix A – University of Maine System Response Cover Page

11.2 Appendix B – Financial Response Forms

11.3 Appendix B – 1 Staffing

11.4 Appendix B – 2 Hours of operation

11.5 Appendix B – 3 Prices

11.6 Appendix B – 4 Local and Sustainability Commitment

11.7 Appendix B – 5 Food Variety – Specifications

11.8 Appendix B – 6 Proforma Revenue & Expenses

Appendix A – University of Maine System Response Cover Page

**RFP # 12-16
Contract Dining Operations**

<p>Organization Name:</p> <p>Chief Executive – Name/Title:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p> <p>Headquarters Street Address:</p> <p>Headquarters City/State/Zip:</p>	
<p>Lead Point of Contact for Quote – Name/Title:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p> <p>Street Address:</p> <p>City/State/Zip:</p>	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s response.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.

Authorized Signature

Date

Name and Title (Typed)

Appendix B - FINANCIAL Response Forms

University of Maine System
FINANCIAL RESPONSE FORMs

RFP # 12-16 Contract Dining Operations

Bidder's Organization Name:

GENERAL INSTRUCTIONS:

The financial proposal must be submitted using the forms included herein and identified as:

Appendix B – 1 Staffing

Submit one Appendix B - 1 Excel File for each of the campuses indicating the staffing levels you have developed on which to base your financial proposal.

Appendix B – 2 Hours of Operation

Submit one Appendix B – 2 for each of the campuses indicating the hours of operation on which you have based your financial proposal.

Appendix B – 3 Price

Submit one Appendix B – 3 for each of the campuses indicating the price structure and commission rates. Please note all prices need to be for the first two years of the contract term.

Appendix B – 4 Sustainability and Local Sourcing

Submit one Appendix B – 4 to cover the entire system-wide proposal...

Appendix B – 6 Proforma Revenue and Expenses

Submit one copy of Appendix B – 6 for each campus with the first two years pro forma revenue and expenses for that campus.

*****Bidders' are encouraged to provide additional financial incentives such as investment dollars; donated annual catering dollars; and others. These are to be shown on the form in Appendix B – 3.***

IMPORTANT – For a copy of excel versions of appendices please email the contact provided in Section 1.6.

Please do NOT change any formatting on the response sheet in any manner (such as merged cells). You can add rows required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.

Appendix B - 4 Local Purchasing Commitment			
Complete one copy for the entire System.			
Food Categories	Year One Local Sourcing as % of Total Spend	Annual Increase as a % of Previous Year	Comments
Produce (Fruits & Vegetables)			
Milk & Dairy			
Eggs			
Meats			
Beef, Pork & Other Meats			
Poultry			
Fish/Seafood			
Wild-Caught			
Aquaculture			
Baked Goods/Grains, Oils & Spices			
Pantry Items (canned & frozen)			
Prepared foods			

Appendix B - 4 Sustainable Purchasing Commitment					
Complete one copy for the entire System.					
Food Categories	Ultimate Goal	First Priority	Second Priority	Third Priority	Please describe what % of your food meets the University goals and priorities and any plans you have to increase that %
Produce (Fruits & Vegetables)	Locally sourced as defined by this RFP & certified organic (MOFGA, USDA) or intensive IPM	New England grown	Certified organic (MOFGA, USDA)		
Milk & Dairy	Locally sourced as defined by this RFP, certified humane & certified organic	Locally sourced as defined by this RFP & hormone-free	New England dairies, certified humane, & certified organic	From New England Dairies & hormone free	
Eggs	Locally sourced as defined by this RFP, certified organic & certified humane	Cage free, vegetarian fed, & locally sourced as defined by this RFP			
Meats					
Beef, Pork & Other Meats	Locally sourced as defined by this RFP, certified humane & certified organic	Locally sourced as defined by this RFP, grass fed, hormone-free & raised without routine, non-therapeutic antibiotics	New England raised, grass fed & raised without routine, non-therapeutic antibiotics	Certified humane	
Poultry		Locally raised as defined by this RFP, free range & raised without routine, non-therapeutic antibiotics	Certified humane	New England raised & raised without routine non-therapeutic antibiotics	
Fish/Seafood					
Wild-Caught	Landed & processed within a locally-sourced range as defined by this RFP	Gulf of Maine Responsibly Harvested or harvested & processed in New England	Harvested & processed in the United States or Marine Stewardship Council certified or in a credible Fishery Improvement Project		
Aquaculture	Landed & processed within a locally-sourced range as defined by this RFP	Gulf of Maine Responsibly Harvested or harvested & processed in New England	Best Aquaculture Practices (BAP) Certification, or Aquaculture Stewardship Council Certification or Global G.A.P. (Good Aquaculture Practice) Certification		
Baked Goods/Grains, Oils & Spices	Grown and produced locally as defined in this RFP & Processed	Certified Organic	Locally grown as defined in this RFP and New England processed		
Pantry Items (canned & frozen)	Produced locally as defined in this RFP, minimally processed & certified organic	Produced locally as defined in this RFP, minimally processed & certified organic	Minimally processed & certified organic	New England processed	
Prepared foods	Locally prepared as defined in this RFP, minimally processed & certified organic	Minimally processed & certified organic	New England processed		
Imported foods	Fair Trade/improved labor conditions, minimally processed, an certified organic	Fair Trade/improved labor conditions	Certified organic		