



# Request for Proposal No. R168-20

## Dining Services Management

Event	Date	Time
<b>Pre-bid Conference/Site Visit – 9:00 AM</b> <b>Student Center Room 216</b>	October 15, 2019	9:00 AM
<b>RFP Question Cut Off Date</b> (Refer to RFP Section 1.3.2 for more information.)	October 29, 2019	4:30 PM
<b>Addendum to be issued</b>	November 8, 2019	N/A
<b>Bid Proposal Submission Due Date</b> (Refer to RFP Section 1.3.3 for more information.)	November 20, 2019	2:00 PM

Dates are subject to change. All changes will be reflected in Addendum to the RFP which will be posted on the Purchasing Department webpage.

RFP Issued By

William Paterson University Purchasing Department  
University Hall Room 320  
358 Hamburg Turnpike, Wayne, NJ 07470  
Phone: 973.720.2101 Fax: 973.720.2872  
<http://www.wpunj.edu/purchasing/>

Assigned Purchasing Contact: Steve Sondey  
Telephone No: 973-720-2862  
E-mail: [sondeys@wpunj.edu](mailto:sondeys@wpunj.edu)

Date: September 24, 2019

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Notice Print Date: September 27, 2019 in *The Star-Ledger*

**NOTICE TO BIDDERS**

**RFP # R168-20**

PUBLIC NOTICE is hereby given that sealed request for proposals for **Dining Services Management** at William Paterson University of New Jersey will be received in accordance with the posted bid documents by the University's Director of Purchasing until **2:00 P.M.** on **November 20, 2019** at which time all proposals will be publicly opened in Conference Room No. 312 at University Hall, 358 Hamburg Turnpike, Wayne, NJ 07470.

Proposals may be mailed or delivered to William Paterson University Purchasing Office, University Hall, Room 320, 358 Hamburg Turnpike, Wayne, NJ 07470. Proposals must be enclosed in a sealed envelope which is clearly marked on the outside with the bid number and the name of the bidding firm.

A **mandatory** pre-bid meeting and site inspection is scheduled for **9:00 A.M. on Tuesday, October 15, 2019**. Meet at **Student Center Room 216** located on the main campus of William Paterson University at 300 Pompton Road Wayne, New Jersey 07470. If due to inclement weather or for any other reason, the University is closed on this day, the mandatory pre-bid meeting and site inspection will be held on the next business day that the University is open.

Bid documents may be accessed at the following link:  
<http://www.wpunj.edu/purchasing/bid.html>.

Bidders may not submit more than one proposal. The William Paterson University of New Jersey may reject any or all proposals or waive any informalities in accordance with applicable law. No proposals shall be withdrawn for a period of sixty (60) days subsequent to the opening of the proposals.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. Equal Employment Opportunity and Affirmative Action.

Steve Sondey – Director of Purchasing

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## **1. INFORMATION FOR BIDDERS**

### **1.1. PURPOSE AND INTENT**

1.1.1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit bid proposals for services to be performed on the campus of William Paterson University of New Jersey, 300 Pompton Road, Wayne, NJ 07470.

1.1.2. **INTENT:** Based on this RFP, the University intends to award a contract to the responsible bidder whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factors considered.

1.1.3. **TERMS:** William Paterson University standard Terms & Conditions (see attachment marked Terms & Conditions) will apply to all contracts or purchase agreements. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2. BACKGROUND**

1.2.1. **CURRENT CONTRACT:** The University's current contract for services is expiring and the University is soliciting proposals for a new contract.

1.2.2. **THE UNIVERSITY:** William Paterson University is a public institution of higher education established pursuant to Chapter 64 of the laws of the State of New Jersey (N.J.S.A. 18A: 64-1, et seq.)

William Paterson University is the third oldest public institution in New Jersey, chartered in 1855 in the city of Paterson. The University is named for William Paterson (1745-1806), the New Jersey patriot who was a signer of the Constitution, one of New Jersey's first U.S. senators, New Jersey's second governor, and a U.S. Supreme Court Justice.

Set on 370 wooded acres in Wayne and North Haledon, New Jersey, the University's main campus and four remote sites are just three miles from the historic Great Falls in Paterson yet just 20 miles from the rich cultural, artistic, and commercial life of New York City. The University has over 10,000 students, of which approximately 2,100 are residents, 1,700 of whom are required to have meal plans. The University employs approximately 1,000 full time faculty and staff. The main campus includes 40 buildings totaling 1.9 million square feet.

Granted university status in 1997, William Paterson University is one of the nine state colleges and universities of the State of New Jersey ("the State"), with a mission that incorporates teaching, research and creative activity and service. The State legislature annually appropriates funds to support the University's operations. Under the law, the University is an instrumentality of the State with a high degree of autonomy.

### **1.3. KEY EVENTS**

1.3.1. **PRE-BID MEETING AND SITE INSPECTION:** The University requires that interested bidders attend a pre-bid meeting and site inspection. The purpose is to provide the interested bidder the opportunity to present questions and see the University facilities where the services are to be performed.

Proposals submitted by firms that failed to attend the mandatory site inspection will not be accepted.

**The pre-bid meeting will be held on Tuesday, October 15 at 9:00 A.M. in the Student Center Room 216. A site inspection will follow the pre-bid meeting.** If due to inclement weather or for any other reason, the University is closed on this day, the mandatory pre-bid meeting and site inspection will be held on the next business day that the University is open.

Pre-Bid meeting attendance is limited to three participants per Bidder. The Bidder must identify a chairperson for their group. This person will act as the key representative at the meeting.

Following the pre-bid meeting a tour of the back of the house operations will be conducted. A limit of three Bidder representatives will be permitted on the back of the house tour. This may consist of the same three people attending the pre-bid meeting or it may be different people. A Bidder may have no more than six representatives on campus during the day of the pre-bid and site inspection.

A written summary of the pre-bid meeting and site inspection will not be prepared and distributed.

No other visits to the back of the house will be permitted. Front of the house observations may take place throughout the day. Bidder representatives conducting the front of the house observation are restricted to the public areas of the dining operations. No observers are permitted in the back of the house operations. This includes receiving, storage and preparation, cooking and loading dock areas.

Bidder representatives are not permitted to speak with or engage any dining services employees, University employees (except for the University representatives conducting the pre-bid and site tours), students, contract workers hired by the University, or the general public.

Bidders shall not distribute marketing, advertising or promotional materials to University employees, dining services employees, students or any other individuals.

Bidder representatives are expected to act in a professional and courteous manner, and in no way impinge upon the operational activities of the dining services.

Bidders may request a second front of the house observation be scheduled for a day and time that is mutually agreeable to the Bidder and the University.

Drawings of each dining operation will be distributed at the pre-bid meeting.

The University may be interested in visiting existing accounts of the Bidders. Please bring to the pre-bid meeting a list of at least three (3) existing accounts for possible site visits, please include the following:

- a. Client name
- b. Client contact name, telephone # and email address
- c. Description of service provided
- d. Length of account tenure
- e. Revenue volume

1.3.2. QUESTION AND ANSWER PERIOD: The University will accept only written questions from all potential bidders in accordance with the procedure outlined in this RFP. All questions are to be submitted in writing via e-mail as a Microsoft Word doc. attachment to Steve Sondey, Director of Purchasing at [sondeys@wpunj.edu](mailto:sondeys@wpunj.edu). All questions received will be answered in an addendum which

will be posted to the Purchasing Department's website and e-mailed to all firms who attended the pre-bid meeting and site inspection.

1.3.3. **SUBMISSION OF BID PROPOSAL:** In order to be considered for award, the bid proposal must be received by the William Paterson University Purchasing Department before or at the submission due date and time. Any bid proposal NOT received on time at the location indicated below will be rejected. The ONLY location for bid response receipt is:

Street Address: William Paterson University Purchasing Department  
University Hall Room 320  
358 Hamburg Turnpike  
Wayne, NJ 07470

It is the responsibility of the bidder to assure its bid reaches the William Paterson University Purchasing Department on time.

#### 1.4. **ADDITIONAL INFORMATION**

1.4.1. **ADDENDA:** In the event that it becomes necessary to revise this RFP, such clarification or revision will be by addendum. All addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP.

1.4.2. **BIDDER RESPONSIBILITY:** The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3. **COST LIABILITY:** The University assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4. **CONTENTS OF BID PROPOSAL AND CONFIDENTIALITY:** Subsequent to bid opening, all information submitted by bidders in response to the RFP is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The University will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

By signing this RFP response, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to the University and cooperative purchasing partners and thus have to be made public to allow eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the University or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can contact the William Paterson University Purchasing Department to inspect bid proposals received in response to this RFP.

1.4.5. **BID OPENING:** Not applicable to this RFP.

1.4.6. PRICE ALTERATION: Bid prices must be typed or written in ink. Any price change (including “white-outs”) must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

The bidder must complete and sign all price sheets leaving no blank or empty fields. If applicable, the bidder shall enter No Charge or zero (0). Failure to provide an entry in any price sheet field will result in rejection of the bid.

1.4.7. BID WITHDRAWAL: A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made in writing to the William Paterson University Director of Purchasing. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place designated.

1.4.8. VALIDITY OF BID: Submitted bids shall be valid for a period of sixty (60) days to allow for sufficient time for bid evaluation and contract award. This period may be extended based on agreement from the bidder(s).

1.4.9. RIGHT TO CANCEL: The University reserves the right, in its sole discretion, to cancel this RFP without obligation and for any reason, in part or in its entirety.

## 2. DEFINITIONS

2.1. GENERAL DEFINITIONS: The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** – Written clarification or revision to this RFP issued by William Paterson University Purchasing Department.

**Bidder** – An individual or business entity submitting a bid proposal in response to this RFP.

**The University or University or WPUNJ** – William Paterson University of New Jersey

**Contract** – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP, as accepted by William Paterson University.

**Contractor** – The bidder awarded a contract resulting from this RFP.

**Fiscal Year** – Fiscal year is the University’s accounting year beginning on July 1st and ending on June 30th.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** – Denotes that which is permissible, not mandatory.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**State** – State of New Jersey

**Equipment, Item or Product** – Refers to the purchase unit.

2.2. **CONTRACT SPECIFIC DEFINITIONS:** The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Dining Services** - The preparation, service and sale of food, beverages and other related merchandise, including board, cash, catering, and special event services, ordering food, menu preparation and preparation of employee work schedules.

**Food Service** – See Dining Services.

**Gross Sales** – Gross sales is all sales of food, beverages, goods, merchandise and services in the Dining Services operation, including sales tax.

**Meal or Board Plans** – The University offers several meal plans for resident and commuter students. The plans provide students with either unlimited access or a set number of weekly meals. Dining Services tracks usage against each student’s selected plan.

**Net Sales** – Net Sales is all sales of food, beverages, goods, merchandise and services in the Dining Services operation, excluding sales tax.

**Operating Expenses (Direct Costs)** – The reasonable and customary costs incurred by the Contractor in connection with providing dining services as defined by the University. These expense include, but are not limited to, food, salaries, wages and related taxes, sales and use taxes, actual training, licenses, permits, laundry, uniforms, office supplies, paper supplies, merchandising and promotional programs, smallware and serviceware replacements, management incentive bonuses and security background checks.

**Premises** – All facilities located on the University’s campus, including the University President’s residence.

**Pioneer Express** – Is a debit account program administered by the University through the University ID card. Funds may be deposited into an account via cash, check or credit card. Funds can be used across campus in all Dining Services locations and off campus at participating merchants.

**Smallwares** – Cups, plates, utensils, serving dishes and implements and non-capitalized equipment used in the dining operation.

### 3. DINING SERVICES REQUIREMENTS

#### 3.1. SCOPE OF SERVICES

3.1.1. The scope of this contract shall include management and operations of all dining services facilities, athletic sporting event concession stand and catering requirements.

3.1.2. **OBJECTIVE:** The objective of the Dining Services program is to satisfy the nutritional needs of the University community by providing a wide choice of products at reasonable prices, consistent with a high level of quality. To this end, the focus will be on the quality of the menus, the manner of service, the availability and convenience of service, the economic pricing and a merchandising program that provides students, faculty, staff and visitors with selections that are attractive, enjoyable, healthy, nutritious, and popular.

In addition the program will include an educational element that individualizes and personalizes the dining environment and informs the University community about food choices that enhance



health and good nutrition. Further the program requires the careful maintenance, replacement, and/or continual improvement of food service facilities and equipment and on-going staff training. Finally, the operation must be managed to assure a reasonable financial return to the University.

The dining services operation reports to the University's Hospitality Services Department which is under the direction of the Vice President for Student Development.

### 3.2. FACILITIES AND OPERATION

3.2.1. **OVERVIEW:** Operating in seven different venues across two campuses the Dining Services operation provides year round dining and catering for students, faculty, staff and visitors. The total annual sales are approximately \$9.6 million. This is comprised of \$7 million in meal plan (board) sales, \$1.8 million in retail sales and \$800 thousand in catering. See Attachment No. 1 for the last three years of sales data by location and category.

All operating hours, menus, and prices for the operation are approved by the University prior to implementation.

3.2.2. **OPERATING SCHEDULE:** Dining Services operates seven days a week during the fall and spring semesters with reduced services over the summer and winter break.

3.2.3. **HOLIDAYS AND OTHER CLOSINGS:** The operation closes on approximately 65 days each year for major holidays, breaks between academic semesters and weekends during the summer. These days are subject to annual revision. The schedule of typical closings is as follows:

- July - 12 days (4th of July plus 11 days comprised of Fridays and weekends)
- August – 9 days (Comprised of Fridays and weekends)
- November - 3 days (Thanksgiving Thursday, Friday and Saturday)
- December - 11 days (December 21 to December 31)
- January - 6 days (New Year's Day plus 6 winter break days)
- March – 2 days (Spring Break weekend days)
- May - 10 (Memorial Day plus 9 days comprised of Fridays and weekends)
- June - 12 Days (comprised of Fridays and weekends)

3.2.4. **OPERATING HOURS BY LOCATION:** See Attachment No. 2 for the Dining Services operating hours for each location.

3.2.5. **UNIVERSITY OFFICE HOURS:** Standard University office hours are Monday to Friday from 8:30 AM to 4:30 PM. Some University offices are open longer hours, during the evenings and on weekends. Summer office hours are 8:00 AM to 5:15 PM Monday to Thursday and closed on Friday. The summer office hour schedule starts in mid-May and runs till late August.

3.3. **RETAIL DINING** - The six locations handling retail dining are as follows:

3.3.1. **Campus Restaurant** located in Speert Hall offers a lunch buffet during the academic semesters.

3.3.2. The **Food Court** located in the Student Center is the main retail dining location with menu options including: grill, Asian cuisine, sushi, Southwestern cuisine, subs and pizza.

- 3.3.3. **Einstein Bagels** located in University Hall provides bagels, coffee, beverages, salads and soups.
- 3.3.4. **Center Café** located in the Student Center is a coffee house serving Starbucks branded coffee, Italian style espresso beverages, pastries and confections.
- 3.3.5. **Café 1600** located at 1600 Valley Road features pizza, a grill, salad bar and sandwich stations and a wide variety of grab and go items.
- 3.3.6. More than just a **convenience store** the 1,368 square foot **W Store** located in the Century Hall residence building is open late nights serving tacos, pizza, hot Italian heroes and a full deli line.
- 3.3.7. Dining Services operates the **concession** at the athletic field complex.
- 3.3.8. See Attachment No. 2 for the operating schedule and seating capacity for each venue.

#### 3.4. RESIDENT DINING

- 3.4.1. **Wayne Dining Hall** located in Speert Hall is the primary dining facility for residents using meal plans during the academic semesters. This operation is open for breakfast, lunch, dinner and late night. Retail door rates are available for non-meal plan holders.
- 3.4.2. The University is currently in the schematic stage of a complete renovation of Wayne Hall. See the section titled Capital Improvement in Design Stage for additional information.

#### 3.5. MEAL PLANS

- 3.5.1. The University offers ten (10) meal plans. See Attachment No. 3 for a description, current pricing and three year participation rates. Meal plans can only be used at the Wayne Hall resident dining facility. Meal equivalencies are available for use at retail dining based on preapproval. Meal plans are purchased each semester and are only available during the fall and spring semesters. Unused plans cannot be transferred to a different semester. No meal plans are accepted during the summer. The number of board days per year is 217.
- 3.5.2. Resident students living in halls that do not have kitchen units are required to purchase a meal plan. Meal plan purchases are optional for approximately 450 residents in Heritage and Pioneer Halls because these halls are equipped with kitchen units.

- 3.6. **PIONEER EXPRESS (DEBIT CARD)** - The University operates a debit account program administered by Hospitality Services through the University ID card. Funds may be deposited into an account via cash, check or credit card. Funds can be used across campus in all retail locations and off campus at participating merchants.

#### 3.7. CATERING

- 3.7.1. Catering supports student, faculty and staff requests as well as events and functions held on campus. The current catering menu can be found via the following link: <https://wpudining.sodexomyway.com/catering>. Examples of catered events include; orientation, open houses, homecoming, alumni events, student affairs events, student government events and

Presidential hosted events. It is the intent of the University that all catering requirements are fulfilled by Dining Services. From time to time students, faculty, and staff may outsource small requirements to local merchants in order to address a specific ethnic food or dietary requirements.

3.7.2. Catered food will be tasty, attractively garnished and presented, hot or cold as required, and labeled with names/titles, as well as special ingredients (when appropriate). All catering services will be performed punctually and efficiently. Selections in the catering guide must represent a wide spectrum including exciting and contemporary selections, ethnic foods, gluten free items, and creative vegetarian and vegan choices.

3.7.3. University staff handle the set up and breakdown of tables and chairs for each event. Dining Services is responsible for food and beverage delivery, set-up, clean up and removal. Members of the Contractor's management staff will supervise all catered events.

3.7.4. Catering services are required at the President's residence located off campus in Wayne, New Jersey.

Staff assigned must be formally trained and professionally attired. Whenever possible, the same staff shall be assigned to these functions in order to provide consistent service and build a relationship with the President, the President's family and their guests. A special catering menu for Presidential events is utilized.

3.8. CONFERENCES AND SUMMER CAMPS - University facilities are available to rent for conferences, meetings and summer camps. Food service requirements in support of these events are handled exclusively by Dining Services, except for those requiring special dietary restrictions.

### 3.9. LIQUOR LICENSE AND EXCLUSIVE BEVERAGE CONTRACT

3.9.1. Alcoholic beverages are served at certain University events. The University does not hold a liquor license. The Dining Services contractor is expected to hold the license. The current provider's license is non-transferable.

3.9.2. The University has an exclusive beverage contract in place with Coca Cola. Dining Services is required to serve Coca Cola branded beverages at all facilities and catered events.

3.10. EXCLUDED OPERATIONS - The following services are excluded from the Dining Services operation.

3.10.1. Food and beverage offerings sold in the Campus Store (bookstore), such as bottled beverages, candy, snacks, etc.

3.10.2. Bake sales and other similar events held by student organization or student activities which are preapproved by University Administration.

3.10.3. Food and beverages ordered by students, faculty and staff to be paid out of personal funds and ordered from local merchants and delivered to campus.

3.10.4. Use of Presidential discretion may be exercised for any catered event.

3.10.5. The concession stand at the Rec Center.

3.10.6. The concession stand at Shea Auditorium.

3.10.7. Vending Operations – Vending operations are not part of the Dining Services contract. The University manages its own snack food vending operation with University owned machines located across campus. All beverage vending machines are provided and maintained by Coca Cola under the exclusive beverage contract.

3.11. HISTORICAL SALES DATA - See Attachment No. 1 for the last three years of sales data by location and category.

### 3.12. CONTRACTOR PERSONNEL

3.12.1. GENERAL - All Dining Services employees engaged at the University will be employees of the Contractor; the personnel administration, fringe benefits, and all other related matters shall be the exclusive responsibility of the Contractor. All personnel policies and practices shall be in conformance with applicable federal and state labor law.

Contractor's employees shall not be considered University employees for any purpose.

All Contractor personnel shall be subject to University regulations regarding personal behavior and use of University facilities and shall be dismissed at the request of the University for violations thereof and for conduct detrimental or offensive to the interest of the University.

The Contractor's employees shall submit to periodic health examinations as required by law and/or the University.

All Contractor staffing levels will be determined by the University with advise from the Contractor.

The Contractor shall provide a staffing schedule that will list the various management and regular positions together with job titles or classifications and Contractor's proposed pay scales. It is understood that this schedule may be revised, depending upon the Contractor's success in recruiting and keeping student workers. Any such revision may not, however, have any negative effect upon the quality of service provided by the Contractor.

The Contractor shall provide the University with a list of all management and regular employees by assigned work areas and wage or salary allocation. The University reserves the right to challenge the continued employment of any individual who may have a prior criminal record or who, for some other legal and legitimate reason, is unacceptable to the University.

The University reserves the right, with 30 days' notice, to request in writing replacement of any dining service personnel.

The Contractor's human resource practices shall support and promote workplace diversity.

3.12.2. PAYROLL - The Contractor shall possess and pay the payroll for Contractor's employees assigned to the University's Dining Service operation. Contractor shall deduct Contractor's

employee contributions and all appropriate taxes from employee's checks and make timely deposits for such deductions.

### 3.12.3. ELIGIBILITY TO WORK AND BACKGROUND CHECKS

3.12.3.1. The Contractor shall, within 15 days of the beginning of the Contract, certify, in writing, that all employees working under this Contract are legally able to work in the United States. The certification shall include language that during the term of the contract the Contractor shall not employ any person legally unable to work in the United States. The obligation to determine eligibility shall rest with the Contractor, and the University shall have the right to request the production of relevant records (e.g. U.S. Citizenship and Immigration Service Form I-9, Employment Eligibility Verification Forms) for review.

3.12.3.2. Prior to commencing performance on this contract, the Contractor shall certify to the University that it has conducted a criminal records check in accordance with federal and State law of all of its employees that will be assigned to the campus. The Contractor shall keep criminal background check documentation on each assigned employee, and the University shall have the right to request production of such records for review. Should the Contractor hire and assign to the University an employee with a criminal record, it shall so certify with an explanation of why the particular individual's criminal conviction would pose no threat to the University. The University retains the right to review such statement and request that the individual not work at the University.

### 3.12.4. MANAGERIAL STAFF

3.12.4.1. The Contractor shall submit annually for review and approval by the University, the organization and staffing plan for the management of the services covered under the Contract. Based on the current scope of operations and volume, there shall be a minimum of eleven (11) managers. However Contractor may make revisions to staffing level upon approval of the University.

The University reserves the right to interview and accept/reject any dining services management personnel recommended by the Contractor.

The University reserves the right to, with 30 day notice, request in writing, replacement of any manager for operating difficulties determined to be the result of inferior on-site management. This includes, but is not limited to, the general manager, retail manager, resident manager, executive chef and catering manager.

#### 3.12.4.2. Dining Services General Manager/Primary Director

This person shall have a minimum of five (5) years of experience in dining services management, two years of which must have been as a Dining Services General Manager/Primary Director at a comparably-sized campus with at least 2,000 students in residence halls. He or she shall have at least a Bachelor's degree from an accredited four-year institution with a Master's degree desirable, but not required. He/she must receive high recommendations from previous superiors as well as from colleagues and others who can testify to this person's ability in the area of human relations and supervision, an ability that is one of the key talents required at that level of management.

The Contractor and the General Manager shall both agree that the latter remain on the University campus for a minimum of two (2) years except as mutually agreed to in writing by the University and the Contractor.

#### 3.12.4.3. Directors and Assistant Directors

All dining services directors and assistant directors must hold a University degree, preferably in food service and, in addition, have a minimum of three (3) years of experience as a manager in dining services or a related field. The University reserves the right to waive the University degree requirement if an otherwise qualified candidate has at least additional years of practical experience in the dining services industry. Management trainees who do not possess the required practical experience may be added, but may not be substituted for the minimum number of managers listed above.

All management personnel must agree to remain at the University for a minimum of one (1) year except as mutually agreed to in writing by the University and the Contractor.

#### 3.12.5. CHEFS

The primary responsibilities of the chefs will be to:

- 1) Ensure production of the highest quality of food possible in the board, cash sales, summer board and conference, and catering operations.
- 2) Engage in continuous training of all food production personnel.
- 3) Prepare special gourmet items upon request of the University.
- 4) Participate in menu preparation and portion control specifications for all dining services.
- 5) Oversee food production for all catered events.
- 6) Ensure training of production staff in HACCP standards and proper food handling practices.

#### 3.12.6. COOKS

The Contractor shall employ experienced cooks for the various dining services operations and experienced bakers for baking.

#### 3.12.7. MARKETING MANAGER

The primary responsibilities will be to:

- 1) Develop, implement and monitor all communication vehicles as outlined in this agreement.
- 2) Prepare in conjunction with the University and the General Manager an annual marketing and communications plan designed to promote the positive perception of quality, value and service to all dining customers.

- 3) Conduct focus groups and food committees to understand dining preferences and habits.
- 4) Represent Dining Services, as requested, at University sponsored events in order to inform community about dining services programs.
- 5) Remain abreast of current industry trends and incorporate those ideas into the unit account plan.

It is understood that approximately 50% of this manager's time is sufficient to support the University and that the balance of time will be used to support other Contractor accounts. The Contractor is responsible for tracking, transferring and documenting all time/expenses unrelated to the University.

#### 3.12.8. REGISTERED DIETITIAN

The Contractor shall provide the services of a Registered Dietitian, who is registered with the Academy of Nutrition and Dietetics, formerly the American Dietetic Association (ADA).

The primary responsibilities will be to:

- 1) Meet with the food committee on campus a minimum of twice per semester.
- 2) Be available to students for professional counseling, via email, conference call and on-site meetings. All on-site meeting will be announce and marketed one month ahead of visit with weekly reminders.
- 3) Work with chefs to ensure all on-site recipes are analyzed for correctness.

It is understood that this would be shared district or regional position. The Contractor is responsible for tracking and documentation of all time/expenses unrelated to the University.

#### 3.12.9. OPERATING STAFF

The Contractor must provide trained, competent and courteous personnel to prepare, assemble and serve all food products. Personnel so employed shall meet health standards prescribed for such employees and have undergone appropriate training related to food handling. The Contractor shall provide sufficient personnel to ensure prompt service at serving lines.

The Contractor will be responsible for ensuring that all identification badges, parking passes and keys are withdrawn from the employees upon termination of employment.

The Contractor shall pay all employees not less than once every two weeks, without deduction or rebate on any account, except as provided or allowed by law. Employees of the Contractor shall be fully capable of performing the type of work for which they are employed.

The Contractor must provide adequate, trained relief personnel to substitute for absent regular employees in order to maintain high quality dining services at all times.

The Contractor shall require employees to comply with the instructions pertaining to conduct and building regulations that are in effect for the control of persons in the building or that may be issued for that purpose by the University representatives.

### 3.12.10.STUDENT EMPLOYEES

The Contractor will make every effort to hire enrolled University students for part time employment in Dining Services. The Contractor will provide a minimum of 20 part time employment positions for University students.

### 3.12.11.TRAINING REQUIREMENTS

The Contractor is required to schedule and conduct ongoing employee training. All food service managers must have completed the 16-hour Education Foundation-National Restaurant Association's ServeSafe course within one month of employment as well as yearly updates and renewals.

The Contractor will also conduct monthly meetings for the purpose of training and upgrading staff in topics such as:

- customer service
- nutrition
- sanitation
- HACCP
- equipment operation, care and basic maintenance
- housekeeping
- manual and mechanical ware washing
- food-borne illness
- temperature control
- cross contamination
- pest control
- safety
- quality control
- Log out tag out procedures
- Proper lifting techniques
- Use of Personal Protective equipment
- Avoiding Slips, trips and falls
- Evacuation training

The Contractor will maintain a record of in-service training for review by University officials.

All employees must undergo formal customer service training prior to the beginning of each academic year. No employee will be permitted to work on the University campus without successful completion of this formal training.

All service employees who interact regularly with customers must be able to converse in English well enough to greet customers, provide basic information and answer questions related to their food service role.

The Contractor's chemical purveyor will provide quarterly training on the appropriate use of all chemical products used in house including cleaning chemicals and sanitizers.



3.12.12. LABOR AGREEMENT -The current collective bargaining agreement in place is with Unite Here Local 100. The agreement expires on November 30, 2019.

### 3.13. MEAL PLAN DECLINING BALANCE AND POS SYSTEM

3.13.1. The University will track declining balance participation via the University's card access system CS Gold version 7.0.16 and provide the Contractor with weekly reports. The Contractor is responsible for staffing the card swipe desk at the entrance to the resident dining hall.

3.13.2. The Contractor shall operate the University's existing POS system, Micros Symphony 1<sup>st</sup> Edition.

### 3.14. FOOD STANDARDS

3.14.1. TEMPERATURE - The Contractor shall prepare and serve food to the highest known standards in the University and university dining services industry. The Contractor will be responsible for adhering to all health and safety requirements as provided in NJ Sanitary Code-Chapter 12. All food is prepared to the greatest extent possible on the day that it is to be served. Hot food is to be served hot, and cold food is to be served cold (below 41). Unit managers, as well as all production staff, will carry thermometers and will be expected to check the serving temperatures of the food in the serving lines periodically to make certain that the hot food is always hot (above 140 degrees). Furthermore, "progressive cooking" (made to order) techniques will be the normal method of food preparation at the University. It will particularly be used with all vegetables and egg dishes, as well as all fast foods such as hamburgers, hot dogs, toasted cheese sandwiches, etc., and salads and sandwiches will be prepared as closely as possible to the actual serving times. Breakfast dishes, such as eggs, will be cooked to order whenever possible; when not, small quantities will be pre-cooked so as to retain moisture and remain appetizing.

3.14.2. QUALITY - All foods served shall be wholesome and free from spoilage. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods, when served, shall be attractive in appearance and correct in temperature and consistency. They shall be moist, crisp, dry, tender, etc., as may be appropriate in each case. When possible, preference is to be given for fresh food over frozen food and frozen food over canned food. Vegetables, in general, are to be either fresh or frozen. Canned vegetables are to be used only in special instances or in emergencies, with the exception of beans, legumes and tomato products for sauces.

The University requires that all employees involved with the preparation of food be fully trained in HACCP procedures and that the Contractor be fully compliant with HACCP guidelines, as well as all standards outlined in the NJ State Sanitary Code.

3.14.3. SELECTION AND ALLERGENS - All dining facilities shall offer selections that are geared to customers who are more health conscious, have special dietary needs or are in observance of special religious holidays and events including but not limited to Passover and Ramadan. Consideration must be given to those requiring gluten- free, low salt and/or low fat options. Vegan and vegetarian options must also be offered at each location every day and during each meal period. Staff shall be properly trained in how to prepare and serve these items, as well as able to discuss their nutritional content with customers.

Pursuant to the Department of Justice ruling in the Lesley University, Cambridge, MA, case involving allergens, the Contractor shall operate as follows:

- Post notices regarding food allergies at all dining venues. Information listing as to what allergens may be present.
- Provide a variety of allergen-free food and special diet options that are nutritionally comparable.
- Allow students to view on line menus and pre-order their daily lunch & dinner within 24 hours of the meal.
- Take steps to avoid cross-contamination by utilizing separate areas to store, prepare, cook and serve the allergen-free food.
- Work with vendors that provide options for students with food allergies.
- Educate and continually train staff in food handling and issues related to allergens.

3.14.4. PRODUCTS - The following will be minimum specifications for all food items purchased for the University.

- a. Meats - All meats shall have been inspected and passed for wholesomeness by inspectors of the USDA and bear the appropriate seal. Meats shall be prepared from meats of the grades and types that will produce high quality finished products. Such items as roasts shall be no lower than "no roll" grade and items such as steaks and prime rib shall be at least U.S. "Prime" and "Choice." All lamb, pork, pork products, and processed items shall be USDA No. I Grade; poultry shall be USDA Grade A. Veal shall be USDA "Select" and "Choice."

Imported fresh or frozen meat products are prohibited.

Ground beef shall have a fat content of no more than 20% and no additives (soy, etc.) shall be permitted.

Provisions or variety meats shall be USDA Grade No.1. Deli meats shall contain minimal gelatins, water, sugars, starches or added fillers and be gluten-free. They shall be 100% natural and comparable to the "Boards Head" brand name.

- b. Seafood - All fresh and frozen seafood shall be USDA Grade A and conform to all regulations by the NJ Department of Health.
- c. Fresh Fruits and Vegetables - Top grade, such as Extra Fancy or USDA No. I, depending on the type of produce and the finished product.
- d. Eggs - USDA Grade A, Large. All eggs used in breakfast dishes and other "egg dishes" shall be fresh eggs. USDA certified frozen, pasteurized eggs may be used in cooked products and in baking.
- e. Dairy - All dairy products shall meet or exceed NJ Department of Health standards. Butter shall be USDA Grade A. Fresh and graded cheese shall be USDA Grade A. Milk and milk products shall be (93) score. High quality, low-fat margarine spread and butter substitutes shall also be available.
- f. Canned Foods - All canned foods shall be U.S. Grade A Fancy, B Choice, or Extra Standard depending on the specific product used. No dented cans or cans with swollen or rusted tops or bottoms will be allowed on the Contractor's shelves.

- g. Bread - In addition to regular white, whole wheat, and rye bread, the Contractor shall offer variety breads as a regular offering in both the residence halls and cash operations.

This includes such breads as multi-grain or bran breads, diet bread, pumpnickel, rye, raisin, cinnamon, and other variety breads; also, Kaiser and onion rolls, English muffins, bagels, etc. These breads or rolls shall be offered on pre-made sandwiches as well as on the regular serving line and shall be so specified on the menu when used in entree menu items. At least one, and preferably two, of these variety breads must always be available to the students in the residence hall dining rooms.

Gluten-free bread shall be available in all venues.

- h. Teas - In addition to standard Orange Pekoe tea, other varieties shall be available such as Lemon & Spice, Cinnamon Stick, Constant Comment, Mint Medley, Earl Gray, etc.
- i. Soups - Soups are to be homemade except in unforeseen emergencies.
- j. Frozen Fruits and Vegetables - All frozen fruits and vegetables shall be USDA Grade A.
- k. Cooking Oils - Only pure vegetable oils and shortenings will be used. When economically practical, the use of canola oil is preferred. Tropical cooking oils and animal fats are not permitted. These standards also apply to prepared foods purchased by the Contractor.
- l. Salad Oils - When olive oil is used as a condiment, it must be 100% olive oil, not a blend of oils.

3.14.5. ADDITIVES - No MSG, or other additives that may have an undesirable effect on allergy sensitive individuals, shall be used.

3.14.6. SUPPLIES - The Contractor shall always have on hand the supplies needed to conduct efficient large-scale cleaning and sanitation of the dining services operations. This includes such items as floor cleaning materials, stainless steel cleaners, paper towels, disinfectant detergents and spray bottles for cleaning of tables, etc. All cleaning materials must be stored and labeled in accordance with the laws of the State of New Jersey.

The Contractor is to make sure that there is always on hand, on campus, a sufficient quantity of paper supplies and disposable silverware to take care of emergencies and possible dish machine breakdowns.

3.14.7. STANDARD RECIPES - The Contractor will furnish standardized recipes to the cooks, bakers, and salad makers and make certain that these recipes are followed. A set of these standardized recipes shall be furnished to the University and the liaison officers shall feel free to question use of any specific item about which a significant number of complaints have been received.

3.14.8. ON-CAMPUS BAKING - Providing baked products that have been baked on the premises contributes significantly to the overall quality of the dining services program. The Contractor, based on the available equipment, shall bake on the premises whenever possible.

3.14.9. ALLERGEN FOOD LABELING AND NUTRITIONAL INFORMATION - All customers shall have access to nutritional information at each point of sale. Such information shall be consistent with the information on commercially packaged labels - list of ingredients, nutritional

content, etc. All entrees, desserts, sides, etc. shall be labeled at the point of service. This includes the student dining halls and retail facilities, as well as all catering.

The eight common food allergens shall be disclosed on all nutritional/ingredient identification.

3.14.10. FOOD SAFETY - The Contractor shall:

1. Present a system to ensure that proper time and temperatures are maintained during the storage, preparation and service periods.
2. Demonstrate plans to implement a HACCP program no later than two months after assumption of the contract. Demonstrate successful implementation of this critical food safety monitoring program at similar higher education accounts in the northeast USA.
3. Operate and manage the University food service facilities and equipment in a safe, clean and sanitary manner at all times in accordance with federal, state and local laws, codes and regulations.
4. The Contractor is required to notify the University prior to the start of any inspection by an external authority or agency. The Contractor must notify the University immediately, in writing, of any notices of violations, which are received in connection with an inspection. The Contractor shall include in its notice, action plans to correct conditions causing the violations

3.14.11. SUSTAINABILITY - William Paterson University is committed to making sustainability an integral part of operations on campus. The University defines sustainable dining/food services as practices which: 1) protect, conserve and enhance soil, water, wildlife habitat and biodiversity, 2) conserve energy, reduce and recycle waste, 3) reduce the use of pesticides and other toxic or hazardous materials, 4) maintain transparent and traceable supply chains, 5) support safe and fair working conditions, 6) guarantee food product integrity, 7) ensure healthy, humane animal treatment, and 8) ensure continual improvement of practices.

The Dining Services Contractor shall partner with the University to promote and implement strategic sustainability initiatives.

The Contractor shall demonstrate an integrated knowledge of sustainable food sourcing, handling and production methods, such as; non-GMOs, cage free, range free, etc.

The Contractor must provide a valid methodology and plan for sustainable sourcing and purchasing of food.

The Contractor shall provide annual reports to the University documenting the actual percentage of sales from sustainable sources as defined by the AASHE STARS program.

The Contractor shall participate as an active participant in education of sustainable practices and knowledge center.

Cleaning Supplies, Materials and Equipment - Supplies and materials shall be of a quality and type customarily utilized in the janitorial industry.

Green Seal or Eco Logo Cleaning Products - Contractor shall use Green Seal, Eco Logo or other certified cleaning products approved by the University in performance of all

cleaning and janitorial work to protect the health, safety, wellness of University students, faculty and staff, as well as ensure environmentally sustainable practices. The Contractor shall provide a list for each cleaning product to be used, and the product certification (Green Seal, Eco Logo, or other).

Environmental Standards: Unless notified otherwise by the Contractor, products shall be compliant to USEPA Standards, unless specified otherwise herein. See USEPA standards at: <http://www.epa.gov/epaoswer/non-hw/procure/index.htm>.

### 3.15. PREMISES, EQUIPMENT, UTILITIES AND RESPONSIBILITY

- 3.15.1. The Premises and equipment provided by the University for use in the Dining Services operation shall be in good condition and maintained by the Contractor to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, PEOSH and OSHA regulations).
- 3.15.2. Any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of University and shall be at the University's expense.
- 3.15.3. Upon termination or expiration of the Agreement, Contractor shall relinquish to the University the facilities and equipment furnished by the University in the condition in which it was received, ordinary wear and tear accepted.
- 3.15.4. EQUIPMENT NOT PROVIDED BY THE UNIVERSITY – The University will not provide vehicles, or pay for customized software or computer office equipment needed by the Contractor to run custom information technology applications.
- 3.15.5. UTILITIES AND RENT - The University is responsible for providing the Contractor with access to the supply of all utilities (electricity, natural gas, water) for use in the Dining Services operation.

The Contractor is not responsible for paying the cost of utilities used in the Dining Services operation. These expenses will be the responsibility of the University.

The Contractor will not pay rent to the University for the Dining Services operation.

- 3.15.6. WASTE REMOVAL - The Contractor will be responsible for contracting with a third party and paying for remove of all waste and recycling from the operation. The Contractor shall incorporate a waste management sustainability plan, approved by the University, to minimize food waste going to landfill and to promote paper, metal and plastic recycling.
- 3.16. EQUIPMENT AND SMALLWARES – The University will provide its current inventory of equipment and smallwares for Contractor use in operating the Dining Services Program. The Contractor will be responsible for providing any additional equipment, smallwares, china, glass and silverware necessary to support Contractor's operating concept. The Contractor is responsible for replacing and maintaining appropriate levels of all smallwares throughout the term of this agreement. The Contractor is responsible for replacing any and all un-repairable or equipment or equipment that has reached end of life throughout the term of this agreement. If inventories are not restored to proper levels within 30 days, the University will procure the items and invoice the Contractor. Contractor will be responsible to perform due diligence in understanding the operational capabilities of these facilities.

Contractor shall provide all additional smallwares as needed for the proper operation of the Dining Services Program.

Contractor's initial smallwares purchases, in conjunction with University provided smallwares shall together comprise the smallwares inventory. Thereafter, Contractor shall be required to provide ongoing replacements. Ownership of smallwares shall reside with University. The Contractor shall be required to return at the termination or expiration of the contract all smallwares items then associated with the operation of the Dining Services Program including any replacements made during the contract term.

Contractor is responsible for the scheduling of equipment maintenance for both Contractor provided and University owned equipment. Refrigeration and equipment repair contracts shall be held by the Contractor.

Upon termination or expiration of the contract, Contractor shall leave all University owned equipment in excellent condition and good working order, subject to reasonable wear and tear and loss or destruction due to fire or other casualty.

Contractor agrees to assume the cost of required repair and/or replacement of University owned equipment resulting from negligence, acts or omissions of Contractor and/or its employees.

Removal of Equipment - The Contractor may not remove any University owned equipment from the University without written permission from the Contract Administrator. Any Contractor owned equipment installed at the University shall become a University fixture unless Contractor removes the same within thirty (30) days of the expiration and/or termination of this contract. Failure of Contractor to remove any Contractor installed equipment during such time shall constitute a release and transfer of its ownership rights in the same to the University and the University shall thereafter, be permitted to use such equipment as it deems appropriate in its sole discretion. Any removal of equipment from the University premises by Contractor shall be at its sole cost and expense. Contractor agrees to repair at its own cost and expense any and all damage to University premises caused by its removal of equipment, and Contractor agrees to return University premises to their pre-installation conditions.

- 3.17. ALTERATIONS TO PREMISES - The Contractor shall not make or suffer to be made any equipment additions or alterations, additions or improvements to premises associated with the Dining Services Program without first obtaining the prior written consent of the Contract Administrator, which consent may be refused or conditioned at the University's sole and absolute discretion. Prior to beginning any such activities, Contractor shall prepare and submit to the University for approval, written plans and/or drawings of the premises detailing how Contractor intends to complete the same.

Contractor shall maintain University's premises in good order and condition while any and all installation, maintenance and/or removal activities are being performed, and Contractor shall at its sole cost make all necessary repairs caused by such activities. Contractor shall neither encumber nor obstruct any entrances, hallways, stairs, etc., but shall maintain the same in a clean condition, free from debris. All necessary governmental approvals required for any Contractor alterations shall be obtained and paid for by Contractor unless otherwise agreed to in writing by the University.

- 3.18. UNAUTHORIZED USE - Contractor agrees to use University premises only for permitted uses under this contract. The Contractor may not prepare food and/or beverages on University premises for sale or use for any purpose not covered by this contract.

- 3.19. UNIVERSITY'S NAME - The Contractor covenants to operate the Dining Services program only under the name, "Dining Services" and not any name associated with either the Contractor, or Contractor's parent or affiliates.
- 3.20. CAMPUS CONTRACTS - The Contractor agrees to abide by all applicable terms and conditions of any campus wide contracts impacting dining services, which are in existence at the start of the dining services contract or which will be implemented by the University at any time during the contract.
- 3.21. PUBLIC RELATIONS AND MERCHANDISING - One of the key components of the success of any dining services program is the customers' positive perception of quality, value, and service being offered to them. The Contractor will be expected to engage in numerous public relations and merchandising activities that will assure such a positive perception on the part of the University community. Some of these are outlined below:

1. Graphics and Commercial Art - The Contractor will be expected to include modern, attractive graphics in designating and advertising all dining services area locations. Signage efforts will be coordinated through, and approved by, the University.

Graphics will be professionally designed and will coordinate with appropriate logos for other dining services locations. It is expected that these logos will be used on most, if not all, printed materials relating to the various dining services operations, including menu boards, menus, flyers, packaging, newsletters, stationery, signs, posters, and even for decals on the dining services truck. All materials must follow the published design standards for the University.

2. Message/Comment Board - The Contractor shall install and maintain a message/comment board at or near the entrance to each dining facility which will display dining service related notifications, dietary information and a section for the photographs of all management staff with names and University extension. The Contractor will make it possible for the University community to express their suggestions, complaints, or criticisms about dining services in a convenient and easily accessible manner. This will be done by means of suggestion boxes and comments boards to be located in each dining facility. As a matter of policy, all signed comments by customers are to be answered by a member of the management staff within two business days.

3. Menu Boards -The Contractor will post menu boards in a conspicuous manner in the dining facilities. These menu boards shall list specific food and beverages available, along with pricing, and shall be easily read from several feet away. No other display signs or advertising matter of any kind shall be used in the facility, unless otherwise approved by the University, including national brand displays.

4. Dining Services Brochure - The Contractor shall prepare a professionally designed brochure for distribution to prospective residence hall students. The brochure must be ready for distribution no later than May 30 of each year. In addition, a sufficient number must be printed for distribution to fall and spring orientation groups. The brochure is to be developed with and approved by the University. A similar brochure or other approved marketing materials will be prepared for cash customers; the two may be combined into one brochure.

5. Catering Guide - The Contractor is also expected to prepare (or revise) a professionally designed catering guide to be approved by the University by August 1 of each year. This should be posted on the web, as well as available in print form for those who request it. The Contractor is responsible for the design and duplication of this guide.

6. Marketing and Communications Plan - Contractor is required to submit to the University for approval the annual marketing plan inclusive of promotional events designed to improve customer participation and satisfaction. Consideration is to be given to all platforms, including social media and print.

7. Weekly and Monthly Menus - The Contractor is expected to design and produce, in an attractively designed format, weekly menus that will be posted online and on location bulletin boards, as well as distributed to all residence halls for placement on bulletin boards and to such other locations and offices as the University may direct.

8. Flyers, Table Tents, etc. - The Contractor shall prepare attractively designed flyers, tent cards, and posters for various activities and specials that will be undertaken. These are intended to inform the University community about upcoming events and special menus and shall be printed in sufficient quantities that all interested customers can have a copy. All materials must be approved by the University and postings must conform to the University's design standards and posting policies.

9. Web Page - The Contractor shall prepare and publish attractively designed web pages approved by the University that link to the University's home page. The web pages will include information of interest to the campus community with special emphasis on the resident student population. These pages are intended to inform the University community about hours of operation, cycle menus, nutrition guidelines, nutritional analysis data, diet management, upcoming events and special menus, e-mail to management, and electronic ordering, i.e. pizza delivery, meal pick-up, etc.

10. Surveys - At least twice a year, the Contractor will prepare, send out and tabulate an approved system of surveys or preference polls for determining the satisfaction of students and other patrons with the dining program. The results and action on record to be taken must be reported to the University upon receipt of the results (not to exceed 60 days from collection date).

11. Student Clubs and Organizations Support - The Contractor shall interact with student clubs and organizations or other student directed groups on initiatives related to and or impacting the dining services operation. Engagement may include, but may not be limited to, discussions and changes to menu offerings, special events, dietary needs, sustainability, etc.

12. Name Tags - All personnel employed by the Contractor will carry company or corporate identification while on University property. All personnel must wear identification badges or clearly readable nametags at all times, except when sanitation regulations prohibit this practice.

### 3.22. ACCOUNTING RECORDS AND AUDIT

Operating Statements - The Contractor shall maintain accurate, complete, and separate records or books of accounts according to generally accepted accounting principles reflecting the Dining



Services operations on the University campus together with appropriate supporting data and documents.

The Contractor shall make said records or books of accounting and supporting data and documents available for inspection, reproduction, and audit by the University at all reasonable times and shall retain and make available said books at all reasonable times for a period of at least three (3) years after the close of the fiscal year. Contractor shall provide weekly cost center sales reports including declining balance sales and catering. Contractor shall provide monthly commission and sales breakdown summary report for all the cost centers.

- 3.23. **EMERGENCY MANAGEMENT** - Contractor shall have an emergency preparedness plan in place addressing weather, violence, terrorists, fire, electrical and food borne illness, etc. The emergency plan should also address Dining Service operations that become damaged and/or compromised and go offline.
- 3.24. **DATA INFORMATION SECURITY** - Contractor is responsible to provide a written security program in order to protect all customer information in order to uphold the Gramm-Leach Bliley Act and when applicable General Data Protection Regulation (GDPR) referring to ensuring security and confidentiality of students and/or campus customer records. The safeguards that must be implemented under the Program must comply with the elements set forth in 16 CFR S313.4 and must achieve the results as set forth in 16 CFR S314.3
- 3.25. **CAPITAL IMPROVEMENT IN DESIGN STAGE** – The University has engaged an architectural firm and is designing a front of the house renovation to the Wayne Hall resident dining facility. New serveries, fixtures and dining furniture are planned. The estimated cost is \$7 to 8 million. The project is estimated to begin in May 2021 and will take twelve (12) months to complete. Schematic drawings will be distributed post pre-bid meeting and site inspection. The University expects bidders to incorporate funding into their proposal.
- 3.26. **OTHER CAPITAL IMPROVEMENTS AS BID ALTERNATES** – The University is interested in making capital improvements to the operation. The following improvements should be considered in no specific order of preference. The University expects bidders to incorporate funding into their proposal.
1. Add a café to the library.
  2. Add a grab and go kiosk and seating to Hamilton Hall, formerly Hobart Hall.
  3. Complete a renovation update to the convenience store in Century Hall.
  4. Add catering food preparation and dining to support Hobart Manor.
- 3.27. **UNAMORTIZED CAPITAL INVESTMENT** – At the conclusion of the current contract there will be no unamortized capital investment.
- 3.28. **MONTHLY COMMISSION PAID TO UNIVERSITY** - The Contractor will retain all retail dining sales, and catering proceeds and invoice the University at the meal plan published rates for meal plans fulfilled. The Contractor shall pay the University a monthly commission as a percentage of revenue.

### 3.29. TECHNICAL PROPOSAL

The Bidder shall provide a proposal organized as follows:

1. Executive Summary - The Executive Summary should include an overview of each component of the proposal and identify why the University will benefit from a partnership with the bidding firm.
2. Corporate Experience and Expertise - Information provided must contain, but not be limited to, the following: the firm's history, operational strategy, management philosophy, management experience, and expertise in the higher education market.
3. References - References provided must include four year universities of similar size to William Paterson University in which the Bidder has provided dining services for at least three years.

Provide at least five (5) references, with at least three (3) being within 150 miles of William Paterson University.

For each reference provide the following: 1) gross annual dollars, 2) length of contract term, 3) number of years remaining on the current contract, 4) number of years with the account, 5) number of resident students enrolled at the institution, 6) number of commuting students enrolled at the institution, 7) number of faculty at the institution, 8) number of administration and staff employees at the institution, 9) a complete overview of all services provided, and 10) the name, phone number and e-mail for the university or university employee at the institution responsible for oversight of dining and vending services.

4. Financial Statement - The Bidder shall submit its last three (3) annual certified financial statements, including a balance sheet, income statement and statement of cash flow, and all applicable notes.

If a certified financial statement is not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statement and other information included in the statement fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the period presented in the statement. In addition, the bidder should submit a bank reference.

5. Proposed Service Concept for Residential Dining - The Bidder shall provide a residential dining services plan that, at a minimum, is consistent with the current University Dining Services operation in locations, hours of operation, menu and operational support. Specifics on menu and portion size must be included.

Provide your proposed service concept for the Wayne dining hall. The proposal should reflect the maximum creativity and range of choice that will accommodate a diverse clientele and their nutritional needs. Attention should be paid to the desires of today's customer—quality products, rotational variety, authentic offerings, and speed of service and variety are paramount.

- a. Provide a full menu for each service platform and for service platforms that feature a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu. Cycles should change between breakfast, lunch and dinner on the same day.
- b. Provide a sample of each platform signage, as well as the menu signage at each platform.
- c. Provide samples of the nutrition and allergen labeling at each service point.
- d. Identify the proposed service hours and operating days for the facility, bearing in mind minimum service hours and operating day requirements. Minimum service hours to be the same as Spring 2019.
- e. The University desires the Vendor to promote and support special events/programs throughout the year at all residential dining locations, including theme and holiday events. Provide a description and proposed “typical semester” calendar of special events/programs you propose.
- f. Describe your strategy for each of the following:
  - The requests of students for specific food items or preparation styles, methods or seasoning incorporated into the cycle menu.
  - Innovations with the food offerings tested and frequency of occurrence.
  - Line and volume management, when a station has a larger than expected crowd.
  - Communication during meal service to expedite restocking, and other issues that arise.
  - Use of technology beyond digital signage and posting of menus/nutritional information online.
- g. For the purposes of this proposal, please assume the meal plans currently in place will be in effect for the first year of the contract and provide daily rate pricing accordingly. However, the University is open to receiving proposals for plan modifications, which may be considered for the first year of the contract or later as proposed.
- h. Provide proposed summer meal plans and pricing for enrolled students

The Bidder may identify proposed enhancements to any part of the service. Enhancements should be presented in a detailed way so as to identify the added value to the University.

6. Proposed Service Concept for Retail Dining - The Bidder shall provide a retail dining services plan that, at a minimum, is consistent with the current University Dining Services operation in locations, hours of operation, menu and operational support. Specifics on menu, portion size, combo meals and prices must be included.

The Bidder shall provide proposed service concepts, including the style of service (quick service, counter service, etc.), menu concepts(s), and brand identity. The proposal should reflect maximum creativity and range of choice that will accommodate a diverse clientele and their nutritional needs while balancing quick service, high quality and convenience. Attention should be paid to the desires of today’s customer—quality products, speed of service and variety at a fair price are paramount, as well as the ability to take food “to go”.

- a. For each Retail Dining location that is proposed, provide the following:

- Provide a full menu with pricing and key portion sizes. For locations that feature a cycle menu, indicate the number of weeks in the cycle, and provide the proposed cycle menu.
  - Provide a sample of each concept signage, as well as the menu signage.
  - Provide samples of nutrition and allergen labeling at each service point.
  - Identify the proposed service hours and operating days for each retail location.
  - Proposed promotional calendar of special events/programs specific to each retail dining location.
  - Provide your proposed “to go” program, identifying all options of the “to go” program. Provide a photograph/image of the container(s) to be used.
- b. If a national/regional brand is proposed, describe any limitations that would need to be in place as compared to other locations for the brand in the commercial side of the industry. Including:
- Use and redemption of loyalty programs/rewards
  - Use of non-traditional payment applications (i.e. Apple Pay)
  - Acceptance of brand gift cards
  - Any other components that would not be available in a campus dining setting
- c. Describe your Company’s philosophy, tools, and practices for assessing the success of existing retail concepts and implementing new concepts and/or refreshing existing concepts over the life of the contract. Indicate the criteria used to evaluate the success of current concepts and the determining factors that trigger implementation of new and/or refreshed concepts. State specific metrics used.
- d. Describe the POS system that will be used and the reporting that is available. It is a requirement that every retail location have a separate, full, P&L financial statement.
- e. Provide a listing of national branded (franchised) concepts for which your company owns a franchise. Also attach a list of company-owned branded concepts offered by your company.

The Bidder may identify proposed enhancements to any part of the service. Enhancements should be presented in a detailed way so as to identify the added value to the University.

7. Proposed Service Concept for Catering - The Bidder shall provide a catering services plan that, at a minimum, is consistent with the current University Dining Services operation in this category. Specifics on menu, portion size, and prices must be included.

The Bidder may identify proposed enhancements to any part of the service. Enhancements should be presented in a detailed way so as to identify the added value to the University.

The catering program on campus shall include.

- Premium Menu Options
- Everyday Menu Options, with the option for pick-up and drop-off
- Conference Services Option, with terms and conditions.

- Student Catering Menu (no frills plus bulk item purchases like case of potato chips)
- Outdoor Events – BBQs, water stations etc.

1. Provide catering menu samples for each type. Menus shall include prices, portions, packaging standards (if packaging), with all ancillary charges clearly noted on each menu sample. As appropriate by type, the catering menus you propose should encompass each of the following menu categories:

- a. Buffet Breakfast
- b. Box Breakfast
- c. Served Breakfast
- d. Buffet Lunch
- e. Box Lunch
- f. Served Lunch
- g. Receptions
- h. Buffet Dinners
- i. Served Dinners
- j. Box Dinner
- k. Beverage and Break Service

8. Proposed Convenience Store Operation Plan - The Bidder shall provide a convenience store services plan that, at a minimum, is consistent with the current University Dining Services operation in this category. Specifics on product offering and prices must be included.

The Bidder may identify proposed enhancements to any part of the service. Enhancements should be presented in a detailed way so as to identify the added value to the University.

9. Proposed Service Concept for Conferences and Summer Camps - The Bidder shall provide a services plan that, at a minimum, is consistent with the current University Dining Services operation in this category. Specifics on menu, portion size, and prices must be included.

The Bidder may identify proposed enhancements to any part of the service. Enhancements should be presented in a detailed way so as to identify the added value to the University.

10. Proposed Management and Staffing Plan - The Bidder shall provide a plan identifying the number of employees to be on site by function location and position. Include a functional organizational chart in the plan. The Bidder shall explain its plan to fill the management and staffing positions.

11. Proposed Sustainability Plan - The Bidder shall provide a plan that details how the Bidder will meet the University's requirements outlined in the sustainability section of this request for proposal. The Bidder shall provide a detailed review of the firm's sustainability philosophy, practices, requirements, and programs implemented at higher education clients similar to William Paterson University.

12. Proposed Food Standards Plan - The Bidder shall provide a detailed food standards plan.

13. Proposed Marketing Plan - The Bidder shall provide a detailed plan of proposed marketing activity covering both short term and long term objectives. Also include a proposal to introduce the new contract to the campus community and a proposal to boost sales.

14. Proposed Commission - The Bidder shall provide a proposal to provide dining services in accordance with the requirements identified in this request for proposal and based on paying a commission as a percentage of revenue.

15. Capital Investment Plan - The Bidder may identify a funding proposal to provide the University with capital improvement funds to be used to update the existing dining operation on campus.

16. Wayne Hall Renovation - The Bidder shall provide a plan to support resident dining during the twelve (12) month renovation construction period.

17. ADD ALTERNATES - The Bidder shall provide programming, design concepts, incremental annual sales projections, and capital investment support for add alternates No. 1, No. 2 and No 3. The Bidder shall provide programming, design concepts, and capital investment support for add alternate No. 4.

- Add Alternate No. 1 - Add a café to the library.
- Add Alternate No. 2 - Add a grab and go kiosk and seating to Hamilton Hall, formerly Hobart Hall.
- Add Alternate No. 3 - Complete a renovation update to the convenience store in Century Hall
- Add Alternate No. 4 -. Add catering food preparation and dining to support Hobart Manor.

18. Pro Forma Revenue Statement - The Bidder shall provide a pro forma revenue statement for each year of the contract term. The statement shall identify estimated annual sales from each dining category; residence, retail, convenience store and catering. Use format in Attachment No. 4.

19. Enrollment Forecast – The Bidder shall project flat enrollment numbers for the analysis purposes.

20. Transition Plan - The Bidder shall provide a detailed pre-occupancy transition plan that describes the process for transition and start up. Provide a list of all tasks involved in the form of a critical path schedule and timeline. Identify members of the start-up team, their backgrounds, and roles/responsibilities with regard to the transition. Include a summary of all costs associated with your transition plan.

### 3.30. FINANCIAL CAPABILITY OF THE BIDDER

- 3.30.1. In order to provide the University with the ability to judge the Bidder's financial capacity and capabilities to undertake and successfully complete the contract, the Bidder should submit its latest annual certified financial statement that includes a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year. If a certified financial statement is not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the

same information required for the certified financial statement, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statement and other information included in the statement fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the period presented in the statement. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the University may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the University may deem the bid proposal non-responsive.

The Bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its bid proposal.

The University reserves the right to make the determination whether to accept the Bidder's assertion of confidentiality and will advise the Bidder accordingly.

- 3.31. **PRICING** - The Bidder must submit its pricing using the format set forth on the price sheet in Section 10. Failure to submit all information required may result in the bid proposal being considered non-responsive. Each Bidder is required to hold its prices firm through issuance of the contract.

#### **4. BID PROPOSAL PREPARATION AND SUBMISSION**

- 4.1. **GENERAL:** The bidder is advised to thoroughly read and follow all instructions contained in this RFP, in preparing and submitting its bid proposal.
- 4.2. **BID PROPOSAL DELIVERY AND IDENTIFICATION:** In order to be considered, a bid proposal must arrive at the William Paterson University Purchasing Department before or at the date and time indicated in the RFP. The exterior of all bid proposal envelopes/package should be labeled with the bid identification number, the final bid opening date and time and the name of the bidder.
- 4.3. **NUMBER OF BID PROPOSAL COPIES:** The bidder must submit one (1) complete printed original bid proposal, clearly marked as the original bid proposal. The bidder must submit one (1) complete copy of the proposal in electronic form on a USB flash drive to be enclosed in the sealed submission along with the original bid proposal. An editable copy of all spreadsheet price requests is to be included on the USB flash drive. The copy request is necessary in the evaluation of the bid proposal.
- 4.4. **BID PROPOSAL CONTENT:** The bid proposal must be submitted in writing as one complete package with all of the required documentation and completed forms as specified in the RFP.
- 4.4.1. **DOCUMENTS THAT MUST BE SUBMITTED WITH BID PROPOSAL:** The following must be submitted with all proposals.
- 4.4.1.1. **SIGNATURE PAGE, PRICE SHEET(S), REFERENCES, and COOPERATIVE PURCHASING:** The bidder shall complete and submit the following as provided in the RFP: Signature page, all Price Sheets, Business References page, Bidder Qualification page.

- 4.4.1.2. **OWNERSHIP DISCLOSURE FORM:** The Bidder shall complete and submit with the proposal the Ownership Disclosure form. See the file: RFP Terms Conditions and Forms.
- 4.4.1.3. **NON-COLLUSION AFFIDAVIT:** The Bidder shall complete and submit with the proposal the Non-Collusion Affidavit. See the file: RFP Terms Conditions and Forms.
- 4.4.1.4. **CONFLICTS OF INTEREST:** The Bidder shall complete and submit with the proposal the Conflicts of Interest form. See the file: RFP Terms Conditions and Forms.
- 4.4.1.5. **BID SECURITY AND STATEMENT OF SURITY:** If requested in the RFP, the bidder must provide a bid bond and a statement of surety with the bid proposal. See Section 5 Special Contractual Terms and Conditions of this RFP for additional information.
- 4.4.1.6. **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN:** The Bidder shall complete and submit with the proposal the Disclosure of Investment Activities in Iran. See the file: RFP Terms Conditions and Forms.
- 4.4.1.7. **W-9:** Bidder shall complete and submit with the proposal an IRS W-9 form.
- 4.4.1.8. **Supplier Information Form:** Bidder shall complete and submit with proposal.
  
- 4.4.2. **PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH BID PROPOSAL:**
  - 4.4.2.1. **BUSINESS REGISTRATION CERTIFICATE:** Failure to submit a copy of the bidder's Business Registration Certificate (or Interim Registration) from the Division of Revenue with the bid proposal may be cause for rejection of the proposal. See the file: RFP Terms Conditions and Forms.
  - 4.4.2.2. **THE PUBLIC WORKS CONTRACTOR REGISTARTION ACT CERTIFICATE:** Not applicable for this RFP.
  
- 4.4.3. **FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD:** The following forms must be submitted to the William Paterson University Purchasing Department before a contract is awarded as a result of this RFP.
  - 4.4.3.1. **MACBRIDE PRINCIPLES CERTIFICATION:** The bidder is required to complete the MacBride Principles Certification evidencing compliance with the MacBride Principles. See the file: RFP Terms Conditions and Forms.
  - 4.4.3.2. **EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION:** The bidder must complete the Exhibit A Certification form to show evidence of compliance. The bidder is required to submit a copy of its certificate or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). See the file: RFP Terms Conditions and Forms.
  - 4.4.3.3. **POLITICAL CONTRIBUTION FORMS:** The bidder is required to complete the following Certification and Disclosure of Political Contributions forms. See the file: RFP Terms Conditions and Forms.



4.4.3.3.1. Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions. (Formerly Executive Order No. 134) (Political Contributions)

4.4.3.4. CERTIFICATE OF INSURANCE: The bidder is required to submit proof of liability insurance in accordance with William Paterson University Terms and Conditions. See the file: RFP Terms Conditions and Forms.

## 5. SPECIAL CONTRACTUAL TERMS & CONDITIONS

- 5.1. PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS: The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Notice of Award. Unless specifically stated in this RFP, the Special Contractual Terms and Conditions of the RFP and addenda take precedence over the William Paterson University Standard Terms and Conditions.
- 5.2. CONTRACT TERM AND EXTENSION OPTION: **The term of this contract shall be for a period of ten (10) years, beginning on or about July 1, 2020. The contract may be extended for two (2) additional periods of three (3) years each at the sole discretion of the University.**
- 5.3. CONTRACT TRANSITION: In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational.
- 5.4. CONTRACT AMENDMENT: Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and approved by both the contractor and the University.
- 5.5. CONTRACTOR RESPONSIBILITIES: The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The review, approval, acceptance or payment for any service shall not be construed as a waiver of any rights that the University may have arising out of the contractor's performance of the contract.
- 5.6. SUBCONTRACTING OR ASSIGNMENT: The contract may not be subcontracted or assigned by the contractor in whole or in part without prior written consent of the University.
- 5.7. REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS: In the event that the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the University shall notify the Contractor of such failure or default and demand that the same be remedied within a specific period of time. In the event of the failure of the Contractor to remedy the same within said period, the University shall take steps to terminate the contract. In this event, the University will authorize the service to be performed by any available means, the difference between the actual cost paid and the bid of the defaulting Contractor to be deducted from any monies due. It shall also be incumbent upon the contractor to continue operations until relieved by a newly selected Contractor.

- 5.8. **UNIVERSITY'S OPTION TO REDUCE SCOPE OF WORK:** The University has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such event, the University shall provide advance written notice to the contractor.
- 5.9. **AVAILABILITY OF FUNDS:** The University's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the University for payment of any money shall arise unless and until funds are made available for each fiscal year.
- 5.10. **PREVAILING WAGE:** Not applicable for this request for proposal.
- 5.11. **PUBLIC WORKS CONTRACT – ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT:** During the term of the contract the Contractor agrees to comply with N.J.S.A 10:5-33 regarding anti-discrimination.
- 5.12. **INDEMNIFICATION:** See the attachment titled William Paterson University Terms and Conditions.
- 5.13. **INSURANCE:** The successful bidder shall secure and maintain in force for the term of the contract liability insurance. See the attachment titled William Paterson University Terms and Conditions for the specific insurance requirements.
- 5.14. **STATEMENT OF SURETY, BID BOND AND PERFORMANCE BOND:** Not applicable for this request for proposal.
- 5.15. **DIANE B. ALLEN EQUAL PAY ACT:** Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. See the file: RFP Terms Conditions and Forms.

## 6. PROPOSAL EVALUATION

- 6.1. **PROPOSAL EVALUATION COMMITTEE:** Bid proposals may be evaluated by a committee composed of members of the University Unit/Department responsible for managing the project, the University's Purchasing Department and other University employees. The University will select add alternates in any sequence.
- 6.2. **ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL:** A bidder may be required to give an oral presentation to the University concerning its bid proposal. The University may also require a bidder submit written responses to questions regarding the bid proposal. The purpose of such communication with bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify its bid. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way.
- 6.3. **EVALUATION CRITERIA:** The University may use, but is not limited to, the following evaluation criteria; A) The bidder's general approach and plans in meeting the requirements of the RFP, B) The bidders detailed approach and plans to perform the services required, C) The bidder's documented experience in successfully performing contracts of a similar size and scope, D) The bidder's experience in performing contracts for William Paterson University, other State Universities and Universities, private institutions of higher education, and agencies of the State of New Jersey, E) The qualifications and experience of the bidder's management, supervisory or other key personnel

assigned to the contract, F) The overall ability of the bidder to mobilize, undertake and successfully complete the contract and G) The bidder's quoted price and all other related costs to be incurred by the University.

- 6.4. **ERRORS AND OMISSIONS:** If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director of Purchasing may seek clarification from the bidder to ascertain the true intent of the bid.
- 6.5. William Paterson University reserves the right to waive any technical or formal defects found in the RFP submission.
- 6.6. **REJECTION OF PROPOSAL:** The University reserves the right, in its sole discretion, to reject any or all bids, or to accept a proposal in whole or in part, if deemed to be in the best interest of the University to do so.
- 6.7. **NEGOTIATION AND BEST AND FINAL OFFER (BAFO):** Following the opening of bid proposals, the University, may, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a best and final offer (BAFO) from one or more of the bidders.

Initially, the University will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the University, price and other factors considered. The University may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the University's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the University's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO, the University will complete its evaluation and issue an award to the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factors considered.

## **7. CONTRACT AWARD**

- 7.1. **MULTIPLE AWARDS:** The University reserves the right to award contracts as a result of this RFP to more than one bidder.

- 7.2. In accordance with N.J.S.A. 18A:64-70, the University will award a contract as a result of this request for proposal to the responsible bidder(s) whose bid, conforming to the invitation to bid is most advantageous to the University, price and all other factors considered.

## **8. CONTRACT ADMINISTRATION**

- 8.1. AUDIT: The University reserves the right to request from the contractor during the term of the agreement copies of the contractor's documentation and or information reports related to the performance of the contract. The requests could include, but are not limited to, copies of licenses or permits, reporting of invoiced data, copies of call reports.

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**9. SIGNATURE PAGE**

**WPUNJ ADVERTISED REQUEST FOR PROPOSAL RESPONSE**

Bid Identification # **R168-20** Description: **Dining Services Management**

This bid proposal **MUST** be received by the William Paterson University Purchasing Department before or at **2:00 P.M. on November 20, 2019**, at which time responses will be publicly opened and read. Any proposal arriving at the Purchasing Department after the submission due date and time will not be accepted.

Read the entire Request for Proposal, including all terms, conditions and attachments.  
Documentation below marked with an X must be provided in the RFP submission.

<u>Document</u>	<u>With RFP Submission</u>	<u>Document</u>	<u>With RFP Submission</u>
Signature Page	<b>X</b>	Business Registration Certificate	<b>X</b>
All Price sheets	<b>X</b>	Public Works Contractor Reg. Cert.	<b>Not Required</b>
Bidder Qualification	<b>X</b>	Disclosure of Investment Activities in Iran	<b>X</b>
Bidder Business References	<b>X</b>	Source Disclosure	<b>X</b>
Cooperative Purchasing	<b>Not Required</b>	Supplier Information Sheet	<b>X</b>
Non-Collusion Affidavit	<b>X</b>	W-9	<b>X</b>
Conflicts of Interest	<b>X</b>	Bid Security	<b>Not Required</b>
Employee/Relative Disclosure	<b>X</b>	Statement of Surety	<b>Not Required</b>
Ownership Disclosure Form	<b>X</b>		

Documentation below marked with an X must be provided before a contract award.

<u>Document</u>	<u>Before Contract Award</u>
Performance Bond	<b>Not Required</b>
MacBride Principle	<b>X</b>
Equal Employment Opportunity	<b>X</b>
PL 2005 Chapter 51 & Executive Order No. 117 (2008)	<b>X</b>
Insurance Certificate	<b>X</b>

**INFORMATION TO BE COMPLETED BY BIDDER**

1. Bidder's Company Name :		2. Phone Number:		3. Fax Number:	
4. Bidder's Company Address:		5. Bidder's Tax ID:		6. Cash Discount Terms:	
7. Estimated Amount of Contract:		8. Amount of Bid Security \$: Not Required		9. Amount of Performance Security \$: Not Required	
10. All addenda to this RFP will become part of the RFP and part of any contract awarded as a result of this RFP. Bidder acknowledges receipt of the following addenda: Addendum Number      Date of Addendum					
_____		_____		_____	
_____		_____		_____	
_____		_____		_____	
11. SIGNATURE of BIDDER:		12. TITLE:		13. DATE:	
14. NAME: (Print or Type)		15. E-MAIL:			
Notice: The University will pay invoices only when the Contractor has complied with all terms and conditions of the contract					

**10. PRICE SHEET - RFP #R168-20 Dining Services Management**

10.1 Percentage Commission to University \_\_\_\_\_

10.2 Investment Dollars Offered for  
Wayne Hall Renovation \$ \_\_\_\_\_

10.3 Add Alternates:

No. 1 Library Café:

Incremental Annual Sales: \$ \_\_\_\_\_

Investment Dollars Offered: \$ \_\_\_\_\_

No. 2 Hamilton Hall Grab and Go:

Incremental Annual Sales: \$ \_\_\_\_\_

Investment Dollars Offered: \$ \_\_\_\_\_

No. 3: Convenience Store renovation

Incremental Annual Sales: \$ \_\_\_\_\_

Investment Dollars Offered: \$ \_\_\_\_\_

No. 4 Hobart Manor catering operation:

Investment Dollars Offered: \$ \_\_\_\_\_

10.4 Pro Forma Revenue Statements – Complete the Attachment No. 4 Financial Workbook Excel file and provide the response on a USB flash drive in the sealed bid submission.

COMPANY NAME \_\_\_\_\_

REPRESENTATIVE SIGNATURE \_\_\_\_\_

**WPUNJ RFP R168-20 Dining Services Management**

**ATTACHMENT NO. 1**

<b>WPUNJ Dining Services Sales History</b>			
<b><u>Category</u></b>	<b><u>FY 2017</u></b>	<b><u>FY 2018</u></b>	<b><u>FY 2019</u></b>
Food Court and Center Café	1,169,567	1,082,805	1,042,640
Wayne Hall & Restaurant	125,245	120,445	98,031
Einstein Bagels	379,518	354,535	377,312
Valley Road Café	151,107	116,614	102,869
C-Store	125,245	122,539	92,465
Conferences and Camps	215,739	351,067	143,373
Total Retail	2,166,421	2,148,005	1,856,690
Catering	1,085,257	1,019,254	817,769
Meal Plan	6,918,850	6,795,080	7,347,365
Total	10,170,528	9,834,339	9,609,624

## WPUNJ RFP R168-20 Dining Services Management

### ATTACHMENT NO. 2

**Venues:** Description of each DS venue, location, hours of operation by semester, winter break, spring break, summer hours, seating capacity, and category.

Venue	Location	Hours of Operations	Description	Winter Break	Spring Break	Summer Hours	Seating Capacity
Wayne Dining Hall	Speert Hall 1st Floor	Mon - Fri: 7:30am – 8pm Sat - Sun: 9am - 7pm Late Night (Sun - Thurs): 9pm - 12am	Resident Dining Main Campus	Closed	Closed	Closed*	600
Campus Restaurant	Speert Hall 2nd floor	Monday - Friday: 11am - 2pm	Restaurant Main Campus	Closed	Closed	Closed	90
Food Court	Student Center 1st Floor **	Mon - Thurs: 7:30am - 9pm Fri: 7:30am - 7pm Sat: 8am - 7pm Sun: 12pm - 4pm	Retail Main Campus	Closed	Closed	Closed	400
Einstein Bagels	University Hall 1st Floor	Mon - Thurs: 7:30am - 7pm Fri: 7:30am - 4pm Sat: Closed Sun: Closed	Retail Main Campus	Closed	Closed	Mon - Thurs: 7:30am - 3pm	36
Center Café	Student Center Ground Floor	Mon - Thurs: 7am - 7pm Fri: 7am - 6pm Sat: Closed Sun: Closed	Retail Main Campus	Mon - Fri: 7:30am - 3:00pm	Mon - Fri: 7:30am - 3:00pm	Closed	80
C Store	Century Hall 1st Floor	Mon - Sun: 8pm - 12:30am	Retail Residence Hall	Closed	Closed	Closed	12
Valley Road Café	1600 Valley Road Ground Floor	Mon - Thurs: 7:30am - 6pm Fri: 7:30am - 2pm Sat: Closed Sun: Closed	Retail 1600 VR Campus	Closed	Closed	Closed	160

\* Open for summer campus and special meals.

\*\* Stations are open between the hours reflected



**WPUNJ RFP R168-20 Dining Services Management**

**ATTACHMENT NO. 3**

**Three years (FY17, 18 & 19) of Meal Plan Participant Rates, by each meal plan.**

Plan	FY 17 FA	FY 17 SP	FY 18 FA	FY 18 SP	FY 19 FA	FY 19 SP
Trad 19:	240	184	279	207	291	195
Trad 15:	679	575	646	513	689	532
10 Meals:	263	238	177	158	178	137
9 Meals:	89	91	125	128	193	209
8 \$400:	254	268	246	283	210	229
8 \$500:	122	154	100	106	103	105
8 \$600:	52	67	93	93	112	122
Block Plan	77	77	54	44	53	43
Constant Pass	18	12	23	16	28	17
RA Plan	64	62	65	64	63	64
<b>Total =</b>	<b>1858</b>	<b>1728</b>	<b>1808</b>	<b>1612</b>	<b>1920</b>	<b>1653</b>

**Three Years of Meal Plan Revenue**

FY 17 FA	FY 17 SP	FY 18 FA	FY 18 SP	FY 19 FA	FY 19 SP
<b>\$3,586,280</b>	<b>\$3,332,570</b>	<b>\$3,597,300</b>	<b>\$3,197,780</b>	<b>\$3,949,483</b>	<b>\$3,397,882</b>

**Current Meal Plan Prices – Fall 2019 Semester**

Description	Rate
(#1) Traditional 19 Meal Plan \$275	\$2,215
(#2) Traditional 15 Meal Plan \$275	\$2,085
(#3) Traditional 10 Meal Plan \$275	\$2,045
(#4) Premium-9 Flex \$1000	\$2,670
(#5) Traditional 8 Meal Plus \$400	\$2,060
(#6) Traditional 8 Meal Plus \$500	\$2,160
(#7) Traditional 8 Meal Plus \$600	\$2,260
(#8) Constant Pass	\$2,845
(#9) Block Plan 150 Plus \$275	\$2,045
(#10) \$1,000 Grad Debit Plan	\$1,000
(#11) 20 Block Plan	\$ 185
(#12) 30 Block Plan	\$ 275

**WPUNJ RFP R168-20 Dining Services Management**

**ATTACHMENT NO. 4**

Financial Workbook Excel file.