

Management Contract of Dining Services Operation and Development

This Agreement (Contract) is entered into by and between Central Connecticut State University (hereinafter “CCSU” or “University” or “Agency”) located at 1615 Stanley Street, New Britain, CT 06053 and (FOOD VENDOR), with a principal place of business at (STREET ADDRESS) (Contractor). This Agreement is pursuant to an award made to the Contractor (RFP#2016-32) to provide dining services operation and development on CCSU’s Campus.

1.0 STANDARD TERMS AND CONDITIONS

- 1.1 Term: The term of this Agreement shall commence on August 1, 2016 and expire on June 30, 2021. The term of the Agreement may be extended for an additional period of five years, commencing July 1, 2021 and expiring June 30, 2026 upon the agreement of the parties set forth in a written amendment to this Agreement, executed by the parties hereto and approved by the State of Connecticut Attorney General’s office, provided that such extension is permissible pursuant to applicable law.
- 1.2 Deviations and Exceptions: No exceptions to or deviations from the terms of this Agreement shall be permitted. In the event the Contractor wishes to modify the terms of this Agreement, a request for such modification shall be submitted in writing to the University’s Chief Financial Officer or his or her designee. Any modification to this Agreement shall be set forth in a written contract amendment thereto, signed by the Contractor, the University, and approved by the State of Connecticut Attorney General’s Office.
- 1.3 Taxes:
 - 1.3.1 The State of Connecticut and its agencies are exempt from payment of all federal tax and Connecticut State and local taxes on most of its purchases except Connecticut excise taxes as described below.
 - 1.3.2 The State of Connecticut, including all of its agencies, is required to pay the Connecticut excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The State of Connecticut may be subject to other state's taxes on its purchases in that state depending on the laws of that state.
- 1.4 Construction and Effect: A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation.
- 1.5 Forum and Choice of Law: The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- 1.6 Contract Assignment: No right or duty, in whole or in part, of the Contractor under this contract may be assigned or delegated without the prior written consent of the University, except that the Contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of the Contractor.

1.7 Claims Against the State: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (CGS) (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

1.8 Nondiscrimination:

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents

performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

1.9 Executive Orders: This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Order 14 is applicable, it is deemed to be incorporated into and is made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

1.10 Safety Requirements: All materials, equipment and supplies provided by the Contractor to the State of Connecticut must comply fully with all safety requirements as set forth by the CGS and the Regulations of Connecticut State Agencies, and all applicable Occupational Safety and Health Administration ("OSHA") Standards. The Contractor will provide the University with a copy of any report received from the United States Department of Health, OSHA, the United States Department of Labor, or any other official federal, state or municipal inspection agency within forty-eight (48) hours of the Contractor's receipt of such report.

1.11 Contractor Tax Delinquency: Contractors who have a delinquent Connecticut tax liability may have their payments offset by the State of Connecticut.

1.12 Notice: Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To University: Central Connecticut State University
Attention: Chief Financial Officer
1615 Stanley Street
New Britain, Connecticut 06050-4010

To Contractor:

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received.

1.13 Confidentiality: The parties shall maintain the confidentiality of the terms and conditions of this Agreement to the extent permitted by law. The Contractor shall be permitted to identify the University as a client to third parties and to disclose the sales volume and related information.

1.14 Whistleblower: This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the

Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

1.15 Campaign Contribution Restrictions:

For all State contracts as defined in Conn. Gen. Stat. § 9-612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state Contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted below.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

- 1.16 Summary of State Ethics Laws: Pursuant to the requirements of section 1-101qq of the CGS, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the CGS is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.
- 1.17 Disclosure of Records: This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
- 1.18 Confidential Information:
- (a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined) and Personally Identifiable Information (“PII”) (as hereinafter defined). The Contractor agrees that it will use the Confidential Information and PII solely for the purpose of performing its duties under this Agreement and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information or PII.
 - (b) For purposes of this Agreement, the term “Confidential Information” shall mean all information related to the business operations, marketing plans, financial position, other business information and any other information disclosed to the Contractor, any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (c) For purposes of this Agreement, the Term “Personally Identifiable Information (“PII”) shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation,
 - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising

the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Agency, the Contractor, or the State.

- (e) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (f) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (g) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (h) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (i) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

1.19 Family Educational Rights and Privacy Act (FERPA): In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99

of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

1.20 Specification of Services Regarding the Duty to Safeguard Private Information and Confidentiality (Confidentiality Agreement);

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

(a) Student Data

In the course of performing work for or on behalf of the University, Contractor may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Agreement.

Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all University data received from, or on behalf of the University. These measures shall be extended by contract between Contractor and all subcontractors used by Contractor who may encounter University data. In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Contractor will promptly inform the University of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the University. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the University. It shall be the University's sole responsibility to respond to requests for data or information received by Contractor regarding University data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the University of its receipt of such court order or lawfully issued subpoena and shall promptly provide the University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

(b) Personally Identifiable Data Not Otherwise Covered by FERPA

(1) The data available to Contractor in the course of providing technical support to or on behalf of University shall be considered Confidential Information, unless University indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with University. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by the Health Insurance Portability and Accountability Act ("HIPAA"), Gramm-Leach Bliley Act ("GLBA"), Electronic Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.

(2) Data or information to which Contractor may become privy in conducting its work for or on behalf of University shall not be disclosed or shared with any third party by Contractor, except as permitted by

the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- (3) In the event any person(s) seek to access protected and confidential data or information, such access shall be through University, and Contractor shall only retrieve such data or information as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.
- (4) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform University of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.

(c) Breach of Confidentiality

The parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in cancellation of this Agreement and/or the ability of Contractor to perform work for or on behalf of University.

For purposes of this Agreement, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable.

In the event that a security breach occurs, Contractor agrees to the following:

- (1) Contractor shall immediately notify University in the event Contractor has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and Contractor shall immediately take such measures as are reasonably necessary, or requested by University, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").
- (2) In the event of a breach or intrusion or otherwise unauthorized access to cardholder data stored at or for the Contractor, Contractor shall immediately notify University to allow the proper PCI DSS compliant breach notification process to commence. The Contractor shall provide appropriate payment card companies, acquiring financial institutions and their respective designee's access to the Contractor's facilities and all pertinent records to conduct a review of the Contractor's compliance with the PCI DSS requirements.
- (3) To the extent the Unauthorized Access was not related to the negligent act or omission of Contractor and its subcontractors and employees and to Contractor's failure to comply with the terms of this Agreement, Contractor shall, by amendment to this Agreement, be compensated for the Mitigation Measures as an additional service.
- (4) To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of Contractor or its subcontractors or employees, or from Contractor's failure to comply with the terms of this Agreement, Contractor shall, (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs thereof, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and (d) shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from such Unauthorized Access.

(e) Notification

For the purpose of notification to University of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax, and also in writing:

Central Connecticut State University
Attention: Chief Financial Officer
1615 Stanley Street
New Britain, Connecticut 06050-4010

(f) Return/Destruction of Data

Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from University in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from University once University has directed Contractor as to how such information shall be returned to University and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from University in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the University with written confirmation of the method and date of destruction of the data.

(g) Protection of Confidential Information

Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by University to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of University. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of University. Contractor shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or Contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.

(h) Identity Theft Prevention

In an effort to combat identity theft, the University maintains a comprehensive Identity Theft Prevention Program with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the University, Contractor may collect, access and/or receive personal information pertaining to University students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter "Personal Information"). Such Personal Information is Confidential Information of the University. It is the University's expectation that Contractor will assist the University in its identity theft prevention efforts under the University's Identity Theft Prevention Program. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the University and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the purpose of notification to the University, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:

Central Connecticut State University
Attention: Chief Financial Officer

(i) The provisions of this Confidentiality Agreement shall survive the expiration or earlier termination of the Agreement.

1.21 Payment Card Industry Data Security Standard: University requires that the Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). The Contractor will be required to provide written confirmation of compliance. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. Similarly, Contractor should be prepared to demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).

1.22 Professional Standards: In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to College/University in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of College/University, such services as College/University requests, provided in the contract.

1.23 Contractor's Standards of Conduct:

(a) In order to insure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of College/University community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

- i. Use or possession of drugs or alcohol;
- ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
- iii. Smoking in buildings;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of University rules and procedures;
- vi. Unauthorized use of College/University vehicles, equipment or property;
- vii. Use of University telephones for personal business;
- viii. Removal or theft of University property;
- ix. Unauthorized duplication or possession of University keys;
- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and Section 1.23 (a) above. The University may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.23(a) above, or in violation of any law or standards adopted by the University from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of the University, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

2.0 SPECIAL TERMS AND CONDITIONS

2.1 Performance Bond: The Contractor shall furnish a performance bond in the amount of two hundred fifty thousand dollars (\$250,000.00) made payable to Central Connecticut State University. Such bond shall be furnished within forty (40) days of the execution of this Agreement by the Contractor. The bond shall have as surety thereto such surety company or companies authorized to do business in Connecticut as are listed in the most recent Department of the Treasury circular #570. The performance bond shall be in effect for the entire term of this Agreement, but renewal annually shall be upon the anniversary date if acceptable to the University. The performance bond shall provide that in the event of non-renewal, the University's Purchasing Office and the Contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract. In the event of non-renewal, the Contractor shall provide the University evidence of the new source of surety within twenty one (21) calendar days after the University's receipt of the non-renewal notice. Failure to maintain the required surety in force shall be cause for termination. The term of the bond shall be one (1) year, and it may be extended by the surety by Continuation Certificate. However, neither nonrenewal by the surety, nor the failure or inability of the Contractor to file a replacement bond in the event of nonrenewal, shall itself constitute a loss recoverable under the bond or any renewal or continuation thereof.

2.2 Contract Cancellation:

2.2.1 Contract termination for cause:

Either party has the right to terminate this Contract for cause through the following process:

2.2.1.1 Compliant party shall provide a Notice to Cure, sent by registered or certified mail, return receipt requested in accordance with Section 1.12 of this Agreement, to the noncompliant party citing the instances of noncompliance with the Contract.

2.2.1.2 The noncompliant party shall furnish within ten (10) calendar days, after the receipt of the Notice to Cure, a Reply to the Notice to Cure, sent by registered or certified mail, return receipt requested, indicating why the Contract should not be terminated and recommend remedies to be taken.

2.2.1.2.1 In the event that the noncompliant party does not submit a Reply to the Notice to Cure, the compliant party reserves the right to terminate the Contract.

2.2.1.2.1.1 In the event that University is the compliant party and wishes to assert its right to terminate the contract under this subsection 2.2.1.2.1, the University shall provide the Contractor with written notice, sent by registered or certified mail, return receipt requested, ninety (90) days prior to the beginning of the semester that follows the semester during which notice is given.

2.2.1.2.1.2 In the event that Contractor is the compliant party and wishes to assert its right to terminate the contract under this subsection 2.2.1.2.1, the Contractor shall provide the University with written notice, sent by registered or certified mail, return receipt requested, one hundred twenty (120) days prior to the beginning of the semester that follows the semester during which notice is given.

2.2.1.3 The parties shall then have thirty (30) calendar days after the receipt of the Reply to the Notice to Cure to reach a mutually agreed upon solution.

2.2.1.3.1 If the parties reach an agreed upon solution, the noncompliant party shall then have an additional thirty (30) calendar days, after such solution is reached, to cure the noncompliance cited in the Notice to Cure. If such remedy cannot be fully implemented within thirty (30) calendar days, both parties shall mutually agree on the appropriate number of days to cure such notice.

2.2.1.3.2 If a mutually agreed upon solution cannot be reached within thirty (30) calendar days after receipt of the Reply to the Notice to Cure by the noncompliant party, the compliant party reserves the right to terminate the Contract.

2.2.1.3.2.1 In the event that University is the compliant party and wishes to assert its right to terminate the contract under this subsection 2.2.1.3.2, the University shall provide the Contractor with written notice, sent by registered or certified mail, return receipt requested, ninety (90) days prior to the beginning of the semester that follows the semester during which notice is given.

2.2.1.3.2.2 In the event that Contractor is the compliant party and wishes to assert its right to terminate the contract under this subsection 2.2.1.3.2, the Contractor shall provide the University with written notice, sent by registered or certified mail, return receipt requested, one hundred twenty (120) days prior to the beginning of the semester that follows the semester during which notice is given.

2.2.1.4 If the mutually agreed upon solution is not implemented by the noncompliant party in accordance to Section 2.2.1.3.1, the compliant party reserves the right to terminate the Contract.

2.2.1.4.1 In the event that University is the compliant party and wishes to assert its right to terminate the contract under this subsection 2.2.1.4, the University shall provide the Contractor with written notice, sent by registered or certified mail, return receipt requested, ninety (90) days prior to the beginning of the semester that follows the semester during which notice is given.

2.2.1.4.2 In the event that Contractor is the compliant party and wishes to assert its right to terminate the contract under this subsection 2.2.1.4, the Contractor shall provide the University with written notice, sent by registered or certified mail, return receipt requested, one hundred twenty (120) days prior to the beginning of the semester that follows the semester during which notice is given.

2.2.1.5 If the mutually agreed upon solution is implemented by the noncompliant party, the Notice to Cure shall be null and void and the compliant party waives the right to terminate the Contract for the noncompliance instances cited in the Notice to Cure.

2.2.1.6 If the noncompliance recurs, the compliant party reserves the right to terminate the Contract without providing a Notice to Cure.

2.2.1.6.1 In the event that University is the compliant party and wishes to assert its right to terminate the contract under this subsection 2.2.1.6, the University shall provide the Contractor with written notice, sent by registered or certified mail, return receipt requested, ninety (90) days prior to the beginning of the semester that follows the semester during which notice is given.

2.2.1.6.2 In the event that Contractor is the compliant party and wishes to assert its right to terminate the contract under this subsection 2.2.1.6, the Contractor shall provide the University with written notice, sent by registered or certified mail, return receipt requested, one hundred twenty (120) days prior to the beginning of the semester that follows the semester during which notice is given.

2.2.2 Contract termination for convenience:

2.2.2.1 Termination by the University: Except as provided in Sections 2.5.5 and 10.7 hereof, and subject to the sections intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the University without cause or penalty at any time, upon written notice, which must be given one hundred fifty (150) days prior to the beginning of the semester that follows the semester during which notice is given,, sent to the Contractor by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the University, by providing the required written notice. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice, unless the University identifies an earlier date than the date specified in the notice to facilitate a smooth transition.

2.2.2.2 Termination by the Contractor: Subject to those sections intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the Contractor without cause or penalty at any time, upon written notice, which must be given one hundred fifty (150) days prior to the beginning of the semester that follows the semester during which notice is given, sent to the University by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the Contractor, by providing the required written notice. If the Contractor elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the University by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice, unless the University identifies an earlier date than the date specified in the notice to facilitate a smooth transition.

2.3 Excused Performance: If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, University labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interrupting occurrence.

2.4 Indemnification:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or its parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any its parties. The State shall give the Contractor reasonable notice of any such claims.

- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to CCSU prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to CCSU. CCSU shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CCSU or the State is contributorily negligent.
- (f) This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

2.5 Insurance: The Contractor shall obtain and maintain the following insurance at its own expense without exception during the entire term of this Contract. Insurance shall be placed with Insurers licensed to do business in the state of Connecticut and having an A.M. Best company rating of no less than A-, VII. Liability and Worker's Compensation policies must include a waiver of their subrogation clause.

Commercial General Liability with limits of liability no less than:

\$1,000,000 Each Occurrence Bodily Injury and Property Damages, with a
 \$2,000,000 General Aggregate Limit;
 \$1,000,000 Personal and Advertising Injury;
 \$1,000,000 Products and Completed Operations Aggregate;
 \$250,000 Fire Damage Legal Liability

This policy shall be primary and non-contributory.

Liquor Liability (if applicable)

\$1,000,000 Each Occurrence
 \$1,000,000 Aggregate

Automobile Liability providing coverage for owned, non-owned and hired vehicles with limits of liability no less than:

\$1,000,000 Combined Single Limit per Accident for Bodily Injury and Property Damage

Worker's Compensation/Employer's Liability with limits of liability no less than:

Worker's Compensation Statutory Benefits

Employer's Liability	\$500,000 Bodily Injury by Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Aggregate

Umbrella Liability with limits of liability no less than \$10,000,000 for Each Occurrence

The schedule of underlying insurance on this policy shall list the commercial general liability, employer's liability and the automobile liability policy.

Comprehensive Crime Insurance covering employee dishonesty, forgery or alteration, theft and disappearance with a limit of not less than \$250,000.

2.5.1 Additional Insured Provision: The Contractor shall add Central Connecticut State University, State of Connecticut, Board of Regents and their officers; agents and employees shall be named as additional

Insured under the Commercial General Liability, Liquor Liability, and Automobile policies for purposes of this contract.

- 2.5.2 Remodeling or Renovation: The above insurance listed in Section 2.5 is also required to be in effect during the course of any remodeling, renovation or construction done by or at the direction of the Contractor not withstanding any other provisions in this contract..
- 2.5.3 The Contractor shall provide the University a Certificate of Insurance with the required kinds of insurance and minimum liabilities specified herein issued by an insurance company licensed to do business in the State of Connecticut and signed by an authorized agent thereof.
- 2.5.4 Upon Contractor's receipt of any notice of cancellation of its insurance policies Contractor shall endeavor to provide for notice to University of cancellation of insurance policies within thirty (30) days before such cancellation is to take effect. Such written notice of cancellation shall be sent to the University's Chief Financial Officer by registered mail.
- 2.5.5 In the event the Contractor shall fail to maintain and keep in force the required insurance, the University shall have the right to terminate this Agreement forthwith and without notice to the Contractor.
- 2.5.6 At all times the Contractor will carry insurance for the benefit and protection of the University, said Board of Regents, and the State for occurrences during the contract period, whether caused by or contributed to by the Board of Regents of the Connecticut State University, Central Connecticut State University, or their officers, agents or employees.
- 2.6 It is specifically understood and agreed that additional types of food service that are not herein covered may be added to this contract by the University without voiding in any manner the existing provisions of this Agreement. The Contractor, with such additional consideration as is necessary to make it legally enforceable, shall furnish the University such additional service(s), and this Agreement shall be amended to include such additional service(s) and the financial terms for such additional services.
- 2.7 The terms and obligations of this contract shall be applicable to food services operated by the Contractor in various and separate locations of the University including those locations leased by the University to tenants in which the specified service shall be required, if applicable. Lessors of space to the University may reserve the right to determine the extent that the specified service shall be provided under this contract on their premises.
- 2.8 The Contractor shall be responsible for obtaining all required permits, licenses, fees, and bonding to comply with pertinent Board of Regents resolutions and policies, University regulations, and municipal, state and federal laws and regulations, and shall assume liability for all applicable taxes including, but not restricted to, sales taxes, and property taxes on Contractor-owned property.
- 2.9 The Contractor shall furnish, at no additional expense, all commodities, and supplies. The contractor shall provide all management and labor necessary for the efficient, sanitary and economically sound operation of the specified services included in this contract and in any subsequent extensions thereof and amendments thereto.
- 2.10 The University shall permit the Contractor to use such spaces as are necessary to carry out the terms of this contract. Modifications of space designated for use by the Contractor shall be subject to mutual agreement of the University and the Contractor. The University shall provide, at the University's expense, heat, air conditioning, sewer, electricity, natural gas, and cold and hot water and the maintenance of those energy services. The Contractor agrees to exercise care to keep use of these energy services to a minimum, to comply with established energy conservation practices, regulations and policies of the University, and to endeavor to conserve the use of energies.

2.11 The University shall have the right to inspect all food service areas, dining facilities, storage and auxiliary service rooms, and to monitor the use, safety, sanitation and maintenance of said premises, all of which shall be maintained at a level satisfactory to the University. The University shall further have the right to monitor the operation of the Contractor with respect to the quality and quantity of food service, the method of service, and opening and closing hours. The University shall have the right to make, from time to time, reasonable regulations with regard to such matters, and the Contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all areas of the campus utilized by the Contractor at any and all times.

2.12 Liability for Non-Contractor Approved Vendors.

The University understands that the Contractor has entered into agreements with many vendors and suppliers of products which (i) gives the Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by the Contractor for or on behalf of the University. The University may, however, direct the Contractor to purchase products from Non-Contractor approved Contractors. These are contractors that the Contractor would not normally do business with and many times they are used to purchase specialty items or meals. In such instances, for the mutual protection of the University and the Contractor, the University will require each such vendor to obtain from a reputable insurance company acceptable to the University and the Contractor liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) for each occurrence naming the University and the Contractor as additional insured's and which insurance shall not exclude the negligence of the University or the Contractor. If the Contractor elects to purchase products from a non-approved vendor or supplier, the Contractor will be responsible for obtaining the required insurance information.

A certificate evidencing such insurance shall be provided to the University and the Contractor upon the request of either party. The party requesting the certificate of insurance shall also require each such vendor to sign an indemnity certificate (acceptable to the University and the Contractor) in which such vendor shall agree to defend, indemnify, and hold harmless the University and the Contractor from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorneys' fees which may arise as a result of using such vendor's product, except when such liability arises as a result of the sole negligence of the Contractor and/or the University. Both parties agree to not use products from non-Contractor approved vendors until such insurance certificates and indemnity certificate has been provided.

In the event the Non-Contractor Approved Vendor is unable to comply with the foregoing, Contractor and University shall meet to evaluate: (i) alternative vendor(s) for Contractor and University to utilize for the operation of the Services to replace the Non-Contractor Approved Vendor or (ii) actions necessary to assist the Non-Contractor Approved Vendor to become an approved vendor, or (iii) if the impediment is the lack of appropriate insurance, the need to purchase products from such Non-Contractor Approved Vendor despite the lack of insurance coverage described above.

Section 2.12 does not apply to a department's or student organization's activity funded cultural catering further described in Section TBD

2.13 Sovereign Immunity The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

3.0 FOOD SERVICE

3.1 The Contractor shall provide "Food Service" for the University, which is defined as the exclusive operation by the Contractor, except as approved otherwise by the University, of all snack bars/concessions, cafeterias, conference service facilities, and delicatessens, and provision of all of the services and products typically provided and sold in connection with these operations, catering excepted (see Section 5.6 of this Agreement).

Exclusive operation and sales does not include vending machine sales and items determined by the University, in its sole and reasonable discretion, to be objectionable. The University may supplement the food service in this contract with other means of dispensing food and beverage items, such as by additional manual or vending food service, as the University, in its sole and reasonable discretion, deems appropriate.

The University requires that the Contractor provide concession services at the following athletic events:

- Football
- Men's/Women's Basketball
- Tournaments involving any of the athletic teams, which involve multiple teams
- Local competitions/championships involving playoffs (i.e. Connecticut Interscholastic Athletic Conference (CIAC) Football Championships)

If the Contractor determines they do not want to provide concessions at any other athletic event, then the University reserves the right to hire a third party to provide concessions at these events or have students and/or staff provide food at the concession area. Contractor shall provide seven (7) calendar days' notice if they do not want to provide concessions. If the University hires a third party, the revenue and expense associated with the event would be the University's responsibility.

3.2 Ongoing Food Service Evaluation: Authorized representatives of the University and student committees shall meet regularly with the Contractor's director of food service to evaluate food service, focusing on customer comments and providing information relating to necessary changes or improvements.

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

3.3 Cycle Menus: Menus shall be planned to offer an interesting variety of wholesome, nutritious and well-prepared foods, and give maximum value within the cost-price structure and menu specifications established by this contract. The Contractor's menus shall truthfully describe the menu offerings, including, but not limited to, descriptions of ingredients and products used. The Contractor and the University will mutually agree on a format for resident meal plan menus. The Contractor shall make these menus available online at least 2 weeks in advance and will be available to students at Memorial Hall and the new Hilltop Café. The Contractor shall provide menus to the University upon the University's request.

3.4 Daily Menus: The approved daily menus shall be posted prior to the day of service where they may be easily read. Each menu item listed shall be served unless unusual circumstances prevent it, in which case the substitution shall be indicated as such on the menu posted in the dining room. There shall be variety in the items offered and service modes used consistent with the diversity of tastes of the University community. The

Contractor shall be sensitive to the changing nature and needs of the University community and shall endeavor to be responsive to those changing needs by regularly testing new products and serving modes that anticipate and respond to the changing desires of the community. To as great an extent as is reasonable, portion size options should be available to customers.

3.5 Marketing and Advertising: The Contractor shall perform in such a way as to contribute to the prestige of the University by providing the campus with a business operation on par with its academic excellence. Because successful food operations must gradually evolve (and not remain static) in order to continue to be successful, the Contractor's staff shall demonstrate receptivity to new ideas. Food service managers shall be alert to changing food service trends, new market forms of food, and changing diet patterns being evolved throughout the food service industry. As a result, and with input from the University, the Contractor shall continually initiate ideas for varied methods of food service merchandising, public relations, promotion and menu presentations in all operations to increase usage, improve service, and maximize potential revenues.

3.5.1 All advertising and promotional efforts shall be coordinated through and approved by the University prior to implementation, and shall be limited to campus media intended for the students, staff, guests and faculty of the University.

3.5.2 The Contractor shall provide planning and marketing support for the purpose of promoting and marketing the food service. The Contractor and the University shall work together to develop a program that is designed to increase resident meal plan participation from students living in off-campus residences.

3.5.3 When major holidays, campus events or student sponsored activities are occurring, the Contractor shall, to as great an extent as practical, participate in these events by offering appropriate food service related specials that complement the event. Examples of desired activities of this type include:

(i) Offering outdoor barbecues on days of outdoor events such as concerts and rallies;

(ii) Offering special programs at the start of each semester to complement the orientation and open house programs (such as free or reduced priced coffee, soda, ice creams cones, and popcorn during limited hours);

(iii) Providing special holiday meals for example, turkey dinner on Thanksgiving; and

(iv) Periodically decorating the dining and/or serving areas to complement special holidays or campus events.

The University shall make every effort to alert the Contractor in advance of major upcoming campus and Student Center events such as move in day.

3.5.4 Signage: The Contractor shall be responsible for providing and updating directional signage for the dining venues on an as needed basis.

3.6 Additional Programs: The University or the Contractor may initiate and implement additional food service programs in food service areas, beyond those contained in this Agreement. The Contractor may initiate and implement such additional programs only with the prior approval of the University, which consent shall not be unreasonably withheld, and such additional programs shall be added to this Agreement only by formal written contract amendment signed by the parties hereto and approved by the State of Connecticut Attorney General's Office.

3.7 Food and Supplies Specifications:

3.7.1 All food and supplies purchased shall be in conformance with the specified minimum United States Standards for Grades upon request. In the absence of grade labeling, the Contractor shall provide the

University with packers' labeling codes or industry accepted grade equivalent standards to verify that the minimum grades specified are being provided. The University shall periodically, or as deemed necessary, inspect the Contractor's inventory of food and supplies to determine that purchase standards are maintained.

3.7.2 Grade minimums for food items shall be:

1. Meat United States Department of Agriculture (U.S.D.A.) No. 1 or U.S.D.A. Choice, cut to Institutional Meat Purchase Specifications (I.M.P.S.);
2. Seafood - U.S. Grade A, Certified;
3. Poultry - U.S. Grade A;
4. Eggs - U.S. Grade A medium size;
5. Pure Ground Beef - U.S.D.A. Utility or Better, not to exceed 18% - 22% fat;
6. Fresh Fruits and Vegetables - U.S.D.A. No.1 or Grade A, Fancy;
7. Canned fruits, Vegetables, Juices - U.S.D.A. Grade A or Fancy canned fruits, light syrup, U.S.D.A. Grade B or choice;
8. Frozen Fruits, Vegetables, Juices - U.S.D.A. Grade A;
9. Dairy Products, Cheese - U.S.D.A. Grade A.

3.7.3 All meat cuts shall be in accordance with U.S.D.A. I.M.P.S. The grades set forth above are intended as minimum standards only, and the Contractor is encouraged to exceed these minimums whenever possible. All other foodstuffs not included in the above categories shall be of comparable quality.

3.7.4 All ground beef or ground beef patties for all purposes shall be 100% beef.

3.7.5 Specific item purchases below the grade minimums shall be made only after receiving the prior permission of the University, in writing. This requirement shall apply to the initial and all subsequent purchases of the item for which such permission is requested.

3.7.6 Purchases From Local and/or Minority Vendors: The Contractor shall, whenever possible, and where the resulting costs do not significantly jeopardize food service costs, meal plan costs or a la carte prices, purchase products from local and Connecticut vendors, certified minority vendors, and sheltered workshops, and shall honor the University's wishes regarding brand preferences. The Contractor shall make a good faith effort to utilize small business and minority business enterprises and employers of the handicapped registered with various agencies of the State of Connecticut.

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

3.7.6.2 The Contractor shall regularly report to the University all purchases of services or commodities from certified minority business used in the performance of this contract.

3.7.7 The Contractor shall purchase new and replacement smallwares and supplies such as, china, silver and glassware in accordance with the specifications for these items determined by mutual agreement with the University, subject to Section 7.1. All smallwares and supplies, once purchased shall become the property of the University.

3.7.8 The Contractor shall advise the University, upon request, of food, supplies and equipment specifications and sources of supply and prices paid for purposes of comparative studies conducted on the University's behalf. When such items are purchased jointly by the parties, the specifications and source of supply may be determined by mutual agreement and in compliance with University regulations and shall become the property of the University.

- 3.7.9 For sandwiches, the Contractor shall use natural non-processed cheese (such as Cheddar, Swiss, or Monterey Jack). For cooking purposes, processed cheeses (American) may be used.
- 3.7.10 All salad dressings and soups shall be prepared on the premises using quality ingredients, or, if purchased, shall be of equal quality in flavor, texture, and ingredients. The University shall approve purchased dressings and soups.
- 3.7.11 For bakery products, the Contractor shall prepare in at least one of the on-campus kitchens from scratch or from proof and bake the majority of resident dining baked goods including but not limited to: muffins, desserts, dinner rolls and sandwich rolls. Additional items may be purchased from local vendors. Sliced breads, bagels and specialty desserts are purchased daily from local vendors.
- 3.7.12 The University shall approve the design, advertising and/or lettering of textile and/or paper goods such as paper cups, plates, napkins, prepackaged condiments, menus and similar items by the Contractor.
- 3.8 The Contractor shall comply with the schedules of days and hours of required service for each food service area set forth below, and with those additional days and hours of service, if any, determined by mutual agreement of the Contractor and the University. Any schedule reduction requests shall be submitted to the University by the Contractor in writing for approval prior to implementation. Special hourly arrangements shall be made for the serving of athletic teams and other University groups where the schedules of such groups do not permit them to take advantage of regular service hours.
- 3.9 Minimum Hours of Operation:
- 3.9.1 Operating hours of the facilities at which the Contractor shall provide Food Service shall be established by the University, but shall not be less than the hours listed below. The University and Contractor in accordance with Section 3.9.2 shall mutually agree to any changes to the hours in writing.

Open Fall and Spring Semesters
Memorial Hall and the Hilltop Café (All Access Plan)

	Memorial Hall	Hilltop Café
Monday thru Thursday	7:30 a.m. - 11:30 a.m. Breakfast 11:31 a.m. - 1:45 p.m. Lunch 1:46 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner	7:30 a.m. - 11:00 a.m. Continental Breakfast 11:01 a.m. - 1:45 p.m. Lunch 1:46 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner 7:31 p.m. - 9:00 p.m. Late Night Dining
Friday	7:30 a.m. - 11:00 a.m. Breakfast 11:01 a.m. - 1:45 p.m. Lunch 1:46 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner	7:30 a.m. - 11:00 a.m. Continental Breakfast 11:01 a.m. - 1:45 p.m. Lunch 1:46 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner
Saturday	9:00 a.m. - 2:00 p.m. Brunch 2:01 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner	Bidders should plan on Hilltop being open for one or more days on the weekends for residential meals at least 12 times per year at the University's request. Examples of these days include Orientation Weekend, Home Football games, Homecoming, Family Day, Open House, Home Basketball Games and Open House. Only events which are catered would be charged at an alternative rate, otherwise the traditional charge for a walk-in would be applied for non-meal plan students.
Sunday	9:00 a.m. - 2:00 p.m. Brunch 2:01 p.m. - 4:30 p.m. Lite lunch 4:31 p.m. - 7:30 p.m. Dinner	

Devils Den Food Court in Student Center (Cash – a la carte)

Monday - Thursday
7:30a.m. - 10:00 p.m.

Friday
7:30a.m. - 3:00 p.m.

Saturday, Sunday, Winter and Summer Sessions Closed

Starbucks in the Library

Monday - Thursday
7:30 a.m. - 6:30 p.m.

Friday
7:30 a.m. - 3:30 p.m.

Saturday
7:30 a.m. – 2:00 p.m.

Sunday, Winter and Summer Sessions Closed

The Retail Wall in the Social Sciences Hall

Monday - Thursday
9:00 a.m. - 2:00 p.m.
3:30 p.m. - 6:00 p.m.

Proposed Eatery in Memorial Hall (when built)

Monday - Saturday
4:00 p.m. - 12:00 a.m.

Proposed space in Willard/DiLoreto

Monday - Thursday
7:30 a.m. - 7:30 p.m.

Friday and Saturday
8:00 a.m. - 1:00 p.m.

Sunday

Closed

New Concessions area in the new Huang/Kaiser Recreation Center

Hours to be determined

Summer

Memorial Hall or Hilltop Café as mutually agreed on to meet the needs of University scheduled events, including but not limited to, Catering, Conferences, and Camps,. Contractor additionally agrees to have one retail location open minimally Monday through Friday from 7:30 am – 2:00 pm to provide Coffee and other Beverages, Snacks and Lunch. This retail location will be open based on mutual agreement of the parties, and availability based on construction and renovations to the campus.

- 3.9.2 The University and Contractor will discuss and evaluate hours of operation as need arises and will mutually agree to any changes in writing.
 - 3.9.3 Weekend serving hours during summer will be arranged for camps and conferences as needed.
 - 3.9.4 Serving hours during the New Year's recess and during August will be determined by the University as needed for Camps, Conferences, Course Registration, Athletic Team Practice Groups, Orientation Leaders, etc.
 - 3.9.5 Although some facilities are indicated as closed on Saturday, Sunday or in the summer, they may be opened for service when the need arises as mutually agreed by the University and the Contractor.
 - 3.9.6 In the event of a weather event that causes the University to close operations during regularly scheduled board days, Contractor is required to provide Food and Dining Services to board plan students who wish to remain on campus during days when the University is closed or the weather is inclement. The location, the amount and duration of meals will vary based on the type of weather event and the number of students that need to be served. In a substantial weather event or power failure, the University Dining Service liaison, the Director of Residence Life and the Dining Service manager or designees will collaborate with Contractor on the specifics for such plans, as they present themselves.
- 3.10 The Contractor may submit requests to the University for approval to adjust the service hours. The Contractor shall make every effort to promote and encourage increased sales during that time period. Requests shall include customer and revenue statistics by fifteen-minute intervals for the period of the time change requested for a representative two-week period. This requirement only applies to regularly scheduled days of service during the academic year.

- 3.11 Operation Management and Support Services: The Contractor shall provide the University with operation management and support services of the best quality available in the University food service industry.

The Contractor shall:

- 3.11.1 Provide maximum satisfaction to the University's customers through quality performance, efficient and effective operations, wholesome and palatable food and sound food service programs;
- 3.11.2 Develop and maintain superior management to fulfill the obligations of this Contract and to provide an excellent food service operation at the University;
- 3.11.3 Perform, plan, execute, and review the University food program so as to provide quality meals; and
- 3.11.4 Accrue each year funds toward the Minor Renovation Fund according to details in Section 9.4 to develop new and renovate existing campus dining locations on a schedule to be mutually agreed by the University and Contractor.

- 3.12 Service Standards:

The Contractor shall maintain service excellence through programs of standardized preparation, serving and cleaning. Accordingly, the Contractor shall comply with all of the following requirements:

- 1. All foods will be garnished when practical;
- 2. Serving lines will be well stocked throughout the entire service. The last student served will be offered the same range of choices as the first, including requests for seconds;
- 3. Servery areas will be adequately decorated at all times with seasonal displays of flowers or food related items;
- 4. All hot food shall reach the students and guests hot and all cold foods shall reach students and guests cold;
- 5. All regular and student staff shall be instructed by Contractor's management personnel regarding proper: preparation methods and timing; pan types and sizes; service methods; dress (uniform); personal habits; and cleaning procedures;
- 6. Top quality ingredients will be utilized throughout the Contractor's operation;
- 7. All food service units are serving food of the same quality and quantity, as per the menu, in all units;
- 8. Its employees shall be polite and shall be diplomatic in enforcing the Contractor's and the University's regulations;
- 9. Housekeeping and sanitation programs shall meet or exceed industry standards as well as comply with state, local and federal requirements of cleanliness;
- 10. All of its employees will be instructed in and practice proper personal hygiene; and
- 11. All of its employees will be instructed in the prevention of spreading communicable diseases. This instruction shall include, without limitation, information on AIDS and Hepatitis B.

- 3.13 Product Appearance and Packaging:

- 3.13.1 Any food appearing discolored, misshapen or not in a proper state of freshness shall not be served by the Contractor. The following general food service industry guideline shall be employed: "If you are not willing to purchase a product yourself it should not be displayed for customer purchase."
- 3.13.2 The Contractor may utilize appropriate packaging for foods as needed. The Contractor shall take appropriate care to provide packaging that is both attractive, functional and sustainable. See Section 8.11 Sustainability.
- 3.14 The Contractor shall be required to maintain display and serving areas in a clean, orderly and attractive condition at all times. Specifically, the quality and appearance of food shall be observed by the Contractor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the high traffic period. The Contractor shall promptly remove any spillage or soil spots from the counter, steam table pans and general serving areas. The Contractor shall replenish or regroup salads and other pre-dished items frequently to prevent a sparse or disheveled counter appearance. Excessive pre-dishing shall be avoided. Partially used, broken or spilled items shall be removed from the area promptly. Food serving areas shall be well stocked throughout the posted serving hours. Products shall not run out prior to the closing time for a serving area except under extenuating circumstances.
- 3.15 Service problems shall be anticipated and resolved by the Contractor immediately, if possible. The Contractor's management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Examples of problems to be addressed by the Contractor include, but are not limited to: (i) excessive customer waiting time; (ii) bottlenecks or inefficiency causing gaps in the flow of service; (iii) delays in production; (iv) offering of products that are difficult to serve; (v) running out of items such as beverages and condiments; and (vi) shortages of items such as plates, napkins and silverware in the servery.
- 3.16 The Contractor shall submit to the University's Vice President for Student Affairs or designee at the start of the contract period, annually, on the 1st thereafter, a plan outlining procedures to be utilized in the event of unpredictable circumstances, e.g., breakdown of equipment, fire, snowstorms, power failure, food supplier delivery interruption, and staffing problems due to union activity or illness.
- 3.17 The Contractor shall notify the University's Vice President for Student Affairs or designee in writing of any anticipated labor, employee or supplier problem, or any circumstance that could adversely affect the food service operation within 48 hours. Services shall be provided continuously during any labor disturbance or strike.
- 3.18 The Contractor shall take all reasonable measures to establish and consistently maintain a high level of service for the food service operations. The University shall not be satisfied with food service that has periodic or even occasional "bad days." It is the responsibility of the Contractor to ensure, through proper staffing, training and management that any slippage in service standards does not occur.
- 3.19 Recipes and production directions shall be in writing and followed precisely by the Contractor to provide consistency of taste and quality in the products served. Production methods, including, but not limited to, grilling, french frying and steam cooking, shall be continuous throughout each meal period, with large quantities of items prepared as close as possible to the time when they will be served, while still maintaining quality, to avoid customers having to wait for the product. Care shall be taken by the Contractor to avoid over and under-cooking to maintain an appetizing appearance, good flavor, taste, and texture of all prepared products.
- 3.20 Upon approval of the University designee, recognized University organizations shall be permitted to sell food and beverages on campus in connection with authorized University events including, but not limited to, athletic events, bake sales, prepackaged candy, and fundraisers.
- 3.21 When appropriate, the University shall advise the Contractor of campus functions that may require additional food service to maximize service and revenue potential, including, but not limited to, athletic tournaments, large conferences and department-sponsored activities.

4.0 ATTENDED CONTRACT FOOD SERVICE

4.1 “Attended contract food service” shall be that portion of food service provided for meal plan contract students, conferences, individual guest meals, snacks and special catering events.

4.2 The Food Service Director shall consult with the University’s Vice President of Student Affairs or designee on issues relating to the operation of the attended food service on at least a weekly basis.

4.3 The minimum meal plan menu shall include:

4.3.1 A selective menu developed in a creative fashion in order to appeal to the various preferences of the students, including the needs of retail patrons at all meals. The University and the Contractor acknowledge that the minimum menu specifications may change as a result of renovations to Memorial Hall and the new Hilltop Café.

4.3.2 Minimum Menu Specifications:

Continental Breakfast:

Juices: Fresh frozen orange juice, grapefruit juice, cranberry juice and apple juice shall be available every day with three other products such as: punch, lemonade or the equivalent. Juices shall be provided by self-service in the dining room from mechanical dispensers and served in 12 oz. glasses.

Fruit: Three (3) selections, only one of which may be canned. Fresh fruit selections are to be available daily. Grapefruit halves shall be available two times per week. A variety of whole fresh fruit shall be available at all meals.

Hot Cereal: Oat bran, oatmeal, cream of wheat, and cream of rice, etc., rotated to provide variety. Instant packets of cereal shall be available on the serving line.

Dry Cereal: At least eight (8) varieties, including three (3) without sugar; three sugared, and any two others, which shall be served all day in the dining area.

Pastry: Fresh baked pastry (at least three (3) kinds shall be available, such as Danish, sweet rolls, coffee cake, muffins, glazed doughnuts, and cake doughnuts).

Bread: Toast, including white, rye, wheat, and raisin, shall be available daily in the dining room. English muffins and bagels shall be served daily.

Appropriate condiments including, but not limited to:

Butter & margarine (clearly labeled)
Peanut butter
Cream cheese
Jellies and jams, at least two (2) flavors
Cinnamon sugar
Brown sugar
Honey

Beverages: Assorted beverages including, but not limited to: 2% milk, skim milk, 2% chocolate milk, hot chocolate, coffee (regular & decaffeinated), hot tea, and a variety of carbonated beverages.

Breakfast:

Juices: Fresh frozen orange juice, grapefruit juice, cranberry juice and apple juice shall be available every day with three other products such as: punch, lemonade or the equivalent. Juices shall be provided by self-service in the dining room from mechanical dispensers and served in 12 oz. glasses.

Fruit: Three (3) selections, only one of which may be canned. Fresh fruit selections are to be available daily. Grapefruit halves shall be available two times per week. A variety of whole fresh fruit shall be available at all meals.

Hot Cereal: Oat bran, oatmeal, cream of wheat, and cream of rice, etc., rotated to provide variety. Instant packets of cereal shall be available on the serving line.

Dry Cereal: At least eight (8) varieties, including three (3) without sugar; three sugared, and any two others, which shall be served all day in the dining area.

Entree: Meat, 2 oz. raw portion served three (3) times per week and at Saturday and Sunday brunch. Four (4) varieties per week such as bacon sausage links, sausage patties, grilled ham, and grilled lunch meat (chopped breakfast meats excluded), plus choice of the following groups available daily:

1. Two eggs, scrambled, fried, boiled, omelet.
2. Two each: French toast, pancakes, waffles, fritters.

Waffles: Make-your-own waffles daily, all day. Waffle syrup and whip cream shall always be available. One (1) fruit topping (alternated daily to provide variety) shall be available daily. Two waffle irons shall be operating at all times.

Potato: Served daily on the serving line.

Pastry: Fresh baked pastry (at least three (3) kinds shall be available, such as Danish, sweet rolls, coffee cake, muffins, glazed doughnuts, and cake doughnuts).

Bread: Toast, including white, rye, wheat, and raisin, shall be available daily in the dining room. English muffins and bagels shall be served daily.

Appropriate condiments including, but not limited to:

Syrups
Butter & margarine (clearly labeled)
Peanut butter
Cream cheese
Jellies and jams, at least two (2) flavors
Cinnamon sugar
Brown sugar
Honey
Ketchup

Beverages: Assorted beverages including, but not limited to: 2% milk, skim milk, 2% chocolate milk, hot chocolate, coffee (regular & decaffeinated), hot tea, and a variety of carbonated beverages.

Lunch:

Juices: As breakfast.

Soup:	Self-serve in the servery. Two (2) soups shall be served daily. These soups shall be made from scratch on the premises each day. Saltine and oyster crackers shall be provided.
Classics Station:	Choices from two (2) or more including: <ol style="list-style-type: none"> 1. Hot meat, seafood or meatless casserole; 2. Hot/cold vegetarian selection; 3. Hot sandwich with protein for example: hot turkey, grilled ham with cheese, BLT's, barbecue pork or beef, chicken, fish; and 4. The Deli Line.
Stir fry:	Attended stir fry station in dining hall with appropriate accompaniments.
Waffles:	As breakfast.
Pizza Bar:	Served with and without meat - self-serve from serving line from reach-in warmers.
Pasta Bar:	Served with a variety of sauces (at least two different daily). Meat and meatless sauces shall be served.
Vegetable:	Selection of two rotated vegetables to provide variety. The Contractor shall serve at least one traditional vegetable at any meal, such as green beans, whole kernel corn, or green peas.
Potato:	French Fries shall be served daily.
Bread/Rolls:	Assorted, shall include, but not be limited to: white, whole wheat, 7 grain, cracked wheat, rye breads and white/whole wheat bulky rolls and/or buns.
Snacks:	Two (2) snack foods such as potato chips, corn chips, taco chips, cheese twists, etc., shall be made available daily at lunch, lite lunch and dinner.
Salad Bar:	<p>"Make Your Own Salad" bar shall include a minimum of twenty-eight (28) items, rotated to provide variety. The items offered shall include minimally: 3 greens such as shredded lettuce/green salad, fresh spinach, 6–8 Toppings: such as fresh sliced tomatoes, sliced cucumbers, chopped green peppers, sliced radishes, alfalfa sprouts or fresh bean sprouts (rotated), carrot slices, 2 shredded cheeses such as American, Provolone, Muenster, 3-5 canned or dried toppings such as bacon bits, croutons, diced beets or chopped celery (rotated), sliced Bermuda onions, garbanzo beans, black olives or Spanish olives (rotated), fresh mushroom slices, fresh cauliflower or fresh broccoli (rotated), chopped hard cooked eggs, marinated vegetables, hot peppers, sliced zucchini or sliced yellow squash (rotated), and marinated mushrooms. Dressings should include 6-8 options with at least 2 low fat/calorie, oil & vinegar, blue cheese and ranch.</p> <p>The salad bar shall also include items such as: cottage cheese daily and a minimum of three (3) salads such as: coleslaw, fresh fruit salad (90% fruit), Waldorf, potato, macaroni, carrot/raisin, and three-bean salad. Yogurt shall be served daily at lunch, lite lunch and dinner (varieties shall be rotated). Pre-made salads should include 2 to 3 changing varieties based on space. Grated cheeses of at least two per meal, varied, such as parmesan and asagio.</p>
Fruit Bar:	As breakfast.

Dessert Bar: Served self-serve from display table in dining hall and/or on salad bar. The Contractor shall provide a selection of six (6) desserts, rotated daily to provide variety, which shall include, but not be limited to:

Cake: Chocolate, devil's food, white, lemon, cherry, marble, etc.

Pudding: Chocolate, vanilla, butterscotch, tapioca, pistachio, coconut cream, lemon, etc.

Other: Cookies, cobbler, fruit or cream pies, brownies, etc.

Ice Cream: A minimum of eight (8) flavors of hard-pack ice cream and two (2) flavors of soft serve ice cream shall be served self-serve in the dining room. Ice cream cones shall always be available.

Appropriate Condiments: Including, but not limited to: butter & margarine (clearly labeled), peanut butter, jellies and jams (at least two (2) assorted flavors), honey, sliced lemons, ketchup, mustard (yellow and dark), mayonnaise, pickles, onions, pickle relish, Tabasco and steak sauces (including A-1, Heinz 57, and Worcestershire), tartar sauce, sour creams, syrup, and shrimp sauce, when appropriate.

Beverages: As breakfast.

Variety: Deli, grill and salad selections, tossed salad toppings and dressings shall vary daily on a menu cycle schedule approved by the University.

Serving Lines:

- One serving line shall be operated cafeteria-style to provide hot entrees, pizza and vegetables at lunch and dinner.
- One serving line shall be operated as a grill at lunch, lite lunch and dinner offering hot dogs, hamburgers and cheeseburgers, French fries, pizza and grilled cheese (to order).

Lite Lunch

Juices: As breakfast.

Waffles: As breakfast.

Pizza Bar: Cheese and pepperoni shall be available self-serve in reach-in warmers.

Soup: As lunch.

Bread: As breakfast.

Potato: French fries shall be served daily, in varying cuts and sizes.

Snacks: As lunch.

Salad Bar: As lunch.

Fruit Bar: As lunch.

Dessert Bar: As lunch.

Ice Cream: As lunch.
Condiments: As lunch.
Beverages: As breakfast.
Deli Bar: As lunch.
Grill: As lunch.

The Deli, Grill, Stir-fry and Pizza stations shall be kept open serving hot dogs, hamburgers, cheeseburgers, Veggie-burgers, French fries, pizza, self-serve, and grilled cheese (to order). Items will be cooked in small batches to insure freshness.

Lite Lunch will not be required for camp/conference/clinic programs.

Dinner:

Juices: As breakfast.

Soup: As lunch.

Entree: Each of the following items are required:

- Choice from at least one solid meat entree, and two (2) other entrees, one of which shall be a vegetarian entree. Note: when steak or another premium entree is served, at least one other meat entree must be available with unlimited portions. On two (2) non-special dinner nights per week (Monday through Thursday) patrons shall be served meats carved on the line.
- Deli Station
- Grill Station
- Stir-fry Station
- Pizza Station
- Pasta Bar
- Salad Bar

Waffles: As breakfast.

Pasta Bar: Served with a variety of sauces (at least two (2) different sauces shall be served daily). Meat and meatless sauces shall be served at each meal during which the pasta bar is open.

Vegetable: As lunch.

Potatoes: Selection of one (1) potato in addition to rice, pasta, French fries or dressing. Gravy shall be served when appropriate.

The Contractor shall serve natural fresh potatoes whenever feasible.

French fries shall be served daily.

Salad Bar: As lunch, with variety as specified.

Fruit Bar: As lunch.

- Pasta Bar: At each dinner, Monday through Friday, a self-service pasta bar shall be available in the dining room and shall include two (2) types of pasta and two (2) sauces, one red and one white, one of which shall contain meat.
- Pizza: Fresh dough pizza shall be offered daily retail service and in the residential dining facilities. Pizza shall be served with a variety of toppings self-serve from serving line.
- Dessert Bar: As lunch, with the addition of fruit or cream pie daily.
- Sundae bar shall be offered twice a week, Monday through Thursday, at the dinner meal. A minimum of six (6) toppings (strawberry, chocolate, butterscotch, caramel, walnut, and pineapple), crushed peanuts, and whipped cream shall always be available.
- Ice cream cones (assorted) shall be offered at all lunch and dinner meals, including brunch.
- Breads: As lunch.
- Baked Goods: Assorted, premises-baked specialty breads, such as hot rolls, biscuits, muffins, etc.
- Appropriate Condiments: As lunch.
- Beverages: As breakfast.
- Note: Spice trays shall be available at every meal and shall include: hot sauce, steak sauce "57," garlic salt, chili powder, A-1 sauce, celery salt, sesame seeds, curry powder, and Tabasco sauce. Whenever a Mexican entree is served, additional items on the salad bar shall include: salsa, sour cream, shredded cheese, and homemade guacamole.

All stations shall be open for Sunday dinner.

Brunch: p.m.

- Entree: Breakfast meat and entrees as breakfast.
- AND
- A lunch-type meat entree such as fish, meatballs, spaghetti, casseroles, etc.
- Pizza program and make your own waffles as lunch.

- Juice: As breakfast.
- Dry cereal: As breakfast.
- Soup: As lunch.
- Vegetable: As lunch.
- Potato: As lunch.
- Pastries: As breakfast.
- Salad Bar: As lunch.
- Dessert Bar: As lunch.
- Fruit Bar: As lunch.
- Bread: As breakfast.
- Beverages: As breakfast.
- Condiments: As lunch.
- Deli Line: As lunch and dinner, Monday through Friday.

Late Night Dining:

Late night dining will consist of stations, mutually agreed upon by the University and the Contractor. Serving options shall be added/deleted according to student request and mutual consent by the University and Contractor.

The Deli Station: The following shall be offered from 11:01 a.m. to 7:30 p.m., Monday through Friday, and at brunch and dinner on Saturday and Sunday, at a Deli Station, the location of which shall be mutually agreed upon by the University and the Contractor:

1. Four (4) luncheon meats; including three (3) premium meats, one of which shall always be turkey breast (premium meats are roast beef, pastrami, corned beef, and baked ham)
2. Tuna salad plus two of the following: ham, chicken, egg, seafood or turkey salad;
3. Four (4) cheeses (with American always available);
4. Assorted premises fresh-made or purchased Deli Rolls and specialty breads; and
5. Lettuce, tomato, onion, sprouts, spreads, and appropriate condiments.

Note: The serving of turkey and chicken based meats (i.e., turkey bologna, turkey frankfurters, and chicken roll) require prior approval of the University. The University shall conduct taste panels for acceptability of all meats to be served at the Deli Station and may require that the Contractor replace any and all meats that are determined by the taste panel to be unacceptable in quality. The University shall review menu offerings for popularity and shall make recommendations for additions thereto and deletions therefrom.

4.3.3 Attended Food Service Minimum Portion Sizes: The Contractor shall adhere to at least the following standards in portion sizes in the provision of all Food Service under this Agreement:

Item	Lunch/Light Lunch		Dinner	
	Net Meat/Cheese Content	Net Portion Weight	Net Meat/Cheese Content	Net Portion Weight
Roast Meats-Boneless	N/A	N/A	3 oz.	5 oz.
Roast Meats-Sandwiches	2-4 oz.	4 oz.	N/A	N/A
Chops, steaks, cutlets- boneless	N/A	N/A	3 oz.	5 oz.
Chops, steaks- bone-in	N/A	N/A	4 oz.	6 oz.
Ground meats- steaks, balls, loaf	3 oz.	5 oz.	3 oz.	5 oz.
Casseroles- meat, fish, cheese, meatless	1/4 - 1/3 dinner plate	1/4 - 1/3 dinner plate	1/4 - 1/3 dinner plate	1/4 - 1/3 dinner plate
Stews- fricassee, creamed boneless meat, fish		1/4 - 1/3 dinner plate	1/4 - 1/3 dinner plate	1/4 - 1/3 dinner plate
Beef	N/A	N/A	4 oz.	6 oz.
Fish- fried, boiled baked-boneless	N/A	N/A	4 oz.	5 oz.
Fish- fried, breaded-fabricated	2 1/2 oz.	5 oz.	4 oz.	5 oz.
Chicken-fried, broiled, baked	N/A	N/A	1 Qtr.	1 Qtr.
Poultry cutlet-fried, breaded, fabricated	2 1/2 oz.	5 oz.	N/A	N/A
Meats-breakfast, cold lunch+	2 oz.	2 oz.	2 oz.	2 oz.
Sausage-Polish, brats, wieners	4 oz.	4 oz.	4 oz.	4 oz.
Eggs-fried, scrambled, omelet, hard cooked	2 each	N/A	N/A	N/A
Pancakes (6"), French toast, waffles	2 each	N/A	N/A	N/A
Hamburger sandwich	4 oz.	4 oz.	6 oz.	6 oz.
Hot dog sandwich	1.6 oz. RW	4 oz.	N/A	N/A

Note: "RW" identifies the meat content as raw weight; all other weights are minimum of cooked ready-to-eat weights. Net portion weights include sauces, pasta, vegetables, extenders, batters, toppings, etc.

4.3.4 Minimum Menu Requirements:

4.3.4.1 The daily dinner menu shall contain a minimum choice of one (1) solid meat entree such as roast, steak, chop, chicken or fish. Other entree choices may be chopped, or formed patties, frequently called steak/cutlets, which shall not satisfy the solid meat requirement.

The non-solid meat entree shall include a minimum six (6) to eight (8) ounce portion of the following: Salisbury steak, breaded veal or chicken cutlets, or meat loaf. In the event a non-solid meat entree is offered, a second item such as beef stroganoff, turkey chop suey, lasagna with meat, shepherd's pie, turkey divan, or Swedish meatballs shall be provided. A vegan and vegetarian entree which are healthy, protein rich and wellness oriented shall also be served at each breakfast, lunch and dinner.

4.3.4.2 When a solid meat entree runs out prior to the end of service for the dinner meal, it shall be replaced with an alternate solid meat entree of equivalent value. An inventory of solid meat "Ready-to-Serve" entrees shall be maintained for backup in the event a menu replacement is

necessary, and shall include such items as ham steak, cube steak, breaded fish, and fried chicken. Selection of the backup solid meat entree replacement shall be done in a manner to avoid menu replacement monotony.

4.3.4.3 Patrons may request to be served an individual item from one entree with an item from another entree (i.e., eggs and bacon are served and a lunch meat sandwich with tomato and lettuce is served they may request a sandwich with lettuce, tomato and bacon from the egg-bacon entree). When hamburgers are served at lunch, cheese may also be selected from the Deli to be combined with the hamburger sandwich entree.

4.3.5 Special Dietary Needs Refrigerator: The refrigerators in both dining halls shall at a minimum be stocked with, but not limited to, the following:

Vegan and vegetarian foods such as Lactaid, black bean burgers, veggie sausage links and patties, veggie garden burger, veggie bacon, smart dogs, veggie bread and soy milk. Vegan food grilling will occur on a clean grill surface free of any non-vegan material.

Gluten free foods are required to be available: bagels, bread, muffins, wraps, pizza shells, pasta (upon request), rolls, cereal, and the following frozen entrees: chicken breast portioned and dated, rice portioned and dated, mac and cheese, enchiladas, vegetable pot pie, and vegetable lasagna.

If there is a need the Contractor shall be required to keep frozen meals to accommodate a dietary need or allergy.

4.3.5.1 Special Diets: The Contractor shall provide accommodation for special diets for students beyond these identified above when prescribed in writing by a physician for items that are not included above.

4.3.5.2 Contractor agrees to store gluten-free and/or peanut and tree nut free food items independently as a precaution against cross-contamination. These areas will have separate designated refrigerators, toasters and microwaves as needed.

4.3.5.3 The Contractor shall provide a dining option that offers wholesome foods prepared without gluten or seven of the most common food allergens: milk, eggs, soy, tree nuts, peanuts, shellfish, and wheat.

4.3.6 Additional Menu Requirements:

4.3.6.1 The Contractor shall provide one Theme/Holiday or premium Night meal per week each semester as detailed below. Theme/Holiday and premium Night dinners shall be served at no additional cost to individuals on a standard meal plan. The availability of “seconds” of special dinner entrees shall be determined by mutual agreement of the University and the Contractor, unless otherwise addressed herein. If seconds of the special dinner entrees are not available, an alternate meat or comparable entree shall be available both as a choice and as a second portion.

4.3.6.2 The Contractor shall prepare and serve Steak/Seafood Premium Night, Theme/Holiday, and change of pace meals as provided below. Each change of, Theme/Holiday and Steak/Seafood Premium Night meal shall be available during the entire serving period. Dates and menus of these meals are to be determined and approved by the University.

Premium Night: A Steak/Seafood Premium Night shall be held four times each semester, on a Monday, Tuesday, Wednesday or Thursday evening. Diners may have a choice of an 8 oz. Boneless Top Butt Sirloin, U.S.D.A. Choice, or 7 oz. Breaded Fantail Shrimp (17-21 count) as they come through the serving line. Steak shall be broiled or cooked on an open flame gas/charcoal grill.

Theme/Holiday Night: The Contractor, working with authorized members of the University and student committees, shall arrange to provide a variety of programs and special dinners for the contract students at no extra charge. These shall range from holiday dinners, to special "theme" dinners, complete with decorations in which nationality or other themes are used (e.g., Hawaiian Luau, Mexican Fiesta, Night in Merry Olde England, etc.). There shall be a minimum of eleven (11) Theme/Holiday nights during each semester, which shall be adequately promoted to encourage maximum contract student participation. These dinners shall be the equivalent of a Premium Night meal in menu quality. The Contractor and the University, at the outset of the semester, shall mutually agree upon menus for these eleven (11) Theme/Holiday dinners. Theme/Holiday dinners shall be served on a Monday, Tuesday, Wednesday or Thursday evening, but shall not be served during weeks when a Premium Night dinner is scheduled.

4.3.6.3 Change of Pace Menu: The Contractor shall establish and serve a minimum of twenty (20) "change of pace" meals during the academic year. This change of pace meals will normally be served on a Monday, Tuesday, Wednesday or Thursday, at lunch or at dinner, and shall include menu options such as: Taco Table, Banana Split Bar, Potato Bar, and Hamburger Works Bar.

4.3.6.4 Style of Service: Except for special occasions, to be determined by mutual agreement between the University and the Contractor, all attended contract meals shall be "scatter-system" style, with patron bussing of soiled dishes, etc.

4.3.7 Sick Meals: Arrangements and menus for "Sick Meals" shall be by mutual agreement between the University and the Contractor. Disposable containers and plastic flatware shall be used.

4.3.8 Bag Lunch/Dinner: Memorial Hall and the new Hilltop Cafe will feature a to-go meal program which will be available during business hours for lunch and dinner during the academic year.

4.3.8.1 Meal plan students who provide the Contractor with adequate evidence of athletic team participation, work or class schedule conflicts shall be provided a bag lunch or a bag dinner with the following minimum specifications:

Two (2) sandwiches: Choice shall be from a minimum of three kinds of meat (deli ham and turkey shall be constants) plus an item such as salami or bologna, and a choice from three (3) cheeses. Choices of combinations from the above selections shall equal a minimum protein content of 2.5 ounces per sandwich. A choice of condiments shall be offered;

One (1) bag chips/snack;

4 oz. pasta or fruit salad choice;

One (1) whole fresh fruit;

Choice from two dessert items; and

Beverage: Choice of a 12 oz. soft drink, 10 oz. juice, or one-half pint milk.

4.3.8.2 Athletic teams and those students who need to be off campus will arrange with the Contractor for meals at least twenty-four (24) hours in advance.

4.3.8.3 Additional policies and procedures for bag lunches, if and as necessary, shall be determined by mutual agreement of the University and the Contractor.

4.3.9 Final Exam Week: Final exam beverage and snack service shall be available between the hours of 7:30 p.m. and 11:00 p.m. and shall begin the evening prior to the first day of exams and conclude the evening prior to the last day of exams, excluding evenings prior to non-exam days. From 9:00 p.m. to 11:00 p.m. the Contractor shall have an “Almost Midnight Breakfast” held in Memorial Hall which is a late night breakfast, unless mutually agreed upon to change the event. Each evening the Contractor will provide a snack-type service to students in the Memorial Hall Dining Room. Service will consist of snack-type items including, but not limited to, pizza, nacho bar and dessert bar, with one item featured each evening.

4.3.10 Conference/Camp/Clinic Programs

4.3.10.1 Food and beverage service for all University-sponsored summer conference, clinic and camp programs shall be provided by the Contractor upon the request of the University under the terms of this contract. This service shall normally be provided in mutually agreed upon location under the terms and conditions set forth herein pertaining to meal plan service during the academic year, including, but not limited to, menu items, unlimited seconds, rate escalation provisions, and portion sizes. The service is typically provided seven (7) days per week during the months of June through August. This service may be required even when summer school is not in session.

4.3.10.2 The University shall be responsible for the cost of providing meal identification cards (“Blue Chip Cards”) used to validate access to the dining facility for those individuals authorized to participate in a camp, clinic or conference program. The University shall issue the cards, collect lost card fines, and maintain the master list of those authorized to be on the plan. The Contractor shall be responsible for checking the cards at the point of dining access.

4.3.10.3 The services to be provided by the Contractor shall be provided on an as-needed basis and no advance annual schedule shall be provided by the University. However, the University shall provide the Contractor a forecast of food services that will be required for the entire summer prior to the start of that summer, as well as weekly updates as firm counts become available. This forecast shall include the required meals, days of service, and estimated number of individuals to be served. Final counts of the numbers to be served, if different than the weekly estimates, shall be provided to the Contractor a minimum of three (3) days prior to the start of each week's service. A week's service shall be considered to run from Sunday through Saturday.

4.3.10.4 Menus shall be developed in consultation with the conference coordinator and the University's Vice President for Student Affairs or designee. Menu planning shall take into consideration the age of the camp or conference participants, prior years' evaluations, and the menu recommendations of the camp or conference directors.

4.4 Nutrition Program:

4.4.1 The Contractor shall develop a nutrition program to generate and maintain student, faculty and staff awareness of the influence their dietary habits have on their physical and mental health. The Contractor's food director and unit managers, with assistance from the University food committee, shall establish a schedule for the implementation of the program, and shall plan, market and merchandise all aspects of the program on a continual basis to encourage correct eating habits and physical activity.

4.4.2 The nutrition program shall be presented in a positive, upbeat style that communicates effectively to a University student population. Program content shall be designed as a self-education tool that presents nutrition and exercise guidelines in a variety of informational formats, including, but not limited to, suggested menu selections, posters, table tents and fun contests.

4.4.3 The Contractor shall make available to CCSU a regional registered dietitian (“RRD”). The RRD as a food and nutrition expert will provide education to CCSU students about healthy food choices in an engaging and meaningful way. The RRD shall additionally provide information to students with concerns about food allergies, intolerance and dietary restrictions.

4.4.4 The Contractor’s dining service management team shall serve as customer service representatives in the residential dining hall(s) to answer student questions about current food options, and assist students in finding healthy options during peak periods.

4.4.5 The Contractor shall:

- a. Maintain an electronic dietary system, which includes posting of calorie and cholesterol information to correspond with select menu items being served;
- b. Provide advisement of balanced menu for lunch and dinner;
- c. Present and/or participate in various nutritional education programs for students related to the meal programs; and
- d. Maintain a reference source of nutritional information for use by students, management and/or employees on request.

4.5 Meal Identification (“Blue Chip”) Cards Authorized Lists, Refunds:

4.5.1 The University shall develop contract meal plan information, distribute this information to potential participants, and make all necessary arrangements for signing individual students to a formal meal plan contract. The University shall determine the schedule of meal plan contract payments, act as the collecting and refund agent, issue meal identification cards and lost identification card replacements, and develop a method for proper identification of each meal plan participant.

4.5.2 The University shall be responsible for the cost of issuance of meal identification cards. The University shall design, print, pre-number, and replace identification cards.

4.5.3 The University shall keep a master list by name, access number, and type of meal plan, of all persons authorized to utilize each contract meal plan. The Contractor shall maintain a workstation where this list can be viewed by the Contractor’s employees at any time.

4.6 Casual Walk-in Pricing:

Casual walk-in meals shall be available for students not on meal plans, administrative personnel, faculty and staff members, and visitors going through the attended contract food service lines at Memorial Hall and the new Hilltop Café.

4.7 Evaluation: In order to perform on-going monitoring of the services provided by the Contractor pursuant to this Agreement, three (3) meal identification cards with fifty (50) meals per semester may be issued by the University to the Vice President for Student Affairs or designee.

5.0 OPEN DINING SERVICE

5.1 “Open dining service” shall be that portion of food service provided on a cash a la carte and charge basis in such designated food areas as Student Center Food Court (Devil’s Den), Starbucks Licensed Store (refer to Section 5.1.1), Nutmeg Room facility, specialty food shops, food carts, deli, catering and conference facilities, and such other service areas as are mutually agreed by the University and the Contractor. The Contractor shall ensure vegan, vegetarian and allergen free food options are available at these locations.

- 5.1.1 Starbucks Licensed Store a one-thousand three hundred and eighty (1,380) square feet store located in the Elihu Burritt Library, scheduled to begin operations during Fall 2016. Contractor shall enter into a Master License Agreement with Starbucks to operate the Starbucks Licensed Store. Any costs associated with the Master License Agreement and compliance with the same will be at the expense of the Contractor. The Contractor will not be financially responsible for the design and construction of Starbucks, however, any other smallwares, supplies, capital equipment, utilities and space use needed to operate the store will be the financial responsibility of the Contractor subject to Section 7.0 of this Contract.
- 5.2 Sales from open dining services, with the exception of alcoholic beverages, shall be paid to the Contractor in accordance with Section 9.0 hereof. These sales shall not be combined with cash sales from attended contract dining services. Additionally, sales from each type of service within the scope of open dining service shall be reported both separately and in combined form on each operating statement prepared by the Contractor.
- 5.3 Except for limited individual charges and catering/conference events, all sales shall be cash, credit/debit or Blue Chip card transactions. Any credit card charges are the expense of the Contractor.
- 5.4 The Contractor shall exercise maximum control over all cash and charge sales transactions and recommend procedures and equipment that may be needed to maintain this control.
- 5.5 Select open dining service may be operated under the direction and independent financing of, and in connection with functions sponsored by, the University or authorized University organizations such as the University Foundation and Alumni Association. These functions shall not result in added costs being incurred by the Contractor. All other Non-Contractor open dining food events shall require prior approval of the University and advance notice to the Contractor.
- 5.6 Catering Service (see also Section 3.1 hereof for exceptions to catering): TBD
- 5.7 Beverage Service and Sales:
- 5.7.1 For all alcoholic beverage services and sales requested by the University, the Contractor shall act as the permittee. Licenses, insurance, and beverage tax stamps to sell alcoholic beverages, to the extent that any or all are required, shall be provided by and held in the name of the Contractor. The Contractor shall provide verification of the Contractor's required licenses and beverage tax stamps.
- 5.7.2 Arrangements for service, beverage mix, brand preferences, prices and portions shall be made by mutual written agreement of the Contractor and the University and in accordance with the University's alcohol policy.
- 5.7.3 The purchase of and payment for all alcoholic beverages required for service is the responsibility of the Contractor. Receiving, storage, inventory control, security issues, and determining inventory levels and reorder quantities shall be the sole responsibility of the Contractor.
- 5.7.4 The University shall be responsible for billing individuals or organizations using the "EMS" or any University required replacement system for any beverage service provided and the Contractor shall be responsible for all collection of receipts. State and federal regulations prohibit the payment of an individual's or department's expenses for alcoholic beverage service from state or federal funds. Accordingly, billing to state and federal agencies shall not include alcoholic beverage service.
- 5.7.5 It shall be the responsibility of the University to designate those meeting rooms on the campus that have appropriate and adequate facilities for the service of alcoholic beverages. The University's Chief Administrative Officer, or designee, shall also designate the groups that may be served such beverages.

- 5.7.6 It shall be the responsibility of the Contractor to make proper identification of persons eligible to purchase or consume alcoholic beverages, including proof of age. The right to refuse service to any individual is reserved to the Contractor and the University, subject to state and University regulations.
- 5.7.7 The Contractor shall use the beverage provider that the University has an exclusive pouring rights contract with. The Contractor shall be responsible for the expense, all beverage products and machines and equipment.

6.0 PERSONNEL, EMPLOYMENT PRACTICES, STAFFING AND SCHEDULES

- 6.1 The Contractor shall maintain on duty at the University an adequate staff of employees for efficient food service operation, including, but not limited to, the personnel described in this Section 6.0. The Contractor shall provide professionally trained, salaried management personnel (not student managers) in the resident dining facilities, retail and catering units. The managers shall share among them an appropriate amount of service and production experience. The Contractor's management personnel shall cover all meals, including special dinners and catering events, and the preparation thereof and shall be present during all hours of food service operation. Upon request, the Contractor shall provide the University with a list of Contractor's employees working at the University who are covered under Local 217 UNITE HERE. The list shall include the position, classification and pay rate.
- 6.2 Managerial Personnel: The Contractor's resident Food Service Director, Associate Food Service Director(s) and unit manager(s) shall be selected with the prior approval of the University. Any replacement personnel must be acceptable to the University. Positions shall not remain vacant for a period to exceed thirty (30) days. The Contractor shall consult with the University regarding all off-campus transfers of the director, associate director, or unit managers prior to announcing the transfer to the affected individual. The University shall carefully weigh the advantages the transfer may have for the individual affected when determining whether to consent to the transfer request.

The minimum managerial staff requirements for the food service operation are as follows:

- 6.2.1 A Food Service Director, who shall be selected from candidates having a minimum of ten (10) years food service experience and/or equivalent training and/or formal education in a food service or food service-related area. Six (6) of those years shall have been experience in college and/or University food services with increasingly responsible positions. A minimum of three (3) of those years shall have been in an assistant and/or director's position. The candidates shall have demonstrated proficiency with menu development, a la carte menu item costing and pricing, internal cost accounting and controls, personnel management, and marketing. The Food Service Director shall have particular strength in the area of cash and catering sales and demonstrated skills in marketing each of these. He or she must also be skilled in the operation of a large, high quality summer workshop/conference program. The Food Service Director shall be a full-time onsite director with full authority to work with designated representatives of the University in creating and maintaining a high quality service-oriented food program.
- 6.2.2 An Associate Food Service Director, who shall be selected from candidates having a minimum of eight (8) years' food service experience and/or equivalent training and/or formal education in a food service or food service related area. Five (5) of those years shall have been experience in college and University food services with increasingly responsible positions. A minimum of four (4) of those years of experience shall be as an assistant director or manager. He or she must be skilled in the operation of a high quality summer workshop/conference program. This individual should have a comprehensive knowledge of meal plan and cash operations to facilitate cooperative efforts between these units.
- 6.2.3 A Catering Manager who shall be responsible for contracting, staffing and serving of all catered functions for the University. The Catering Manager shall be creative with menu options and style of service. The Catering Manager shall hold an Associate Food Service Degree or have commensurate experience.

- 6.2.4 A Devil's Den Manager who shall have a minimum of a 2-year culinary degree and four (4) years supervisory/management experience in University or commercial operations with a minimum of three years (3) experience as a manager of cash a la carte operations and catering sales. He or she must possess knowledge and demonstrated ability to market and merchandise these operations.
- 6.2.5 A Production Manager who shall be responsible for coordinating all food production in the main unit as well as the fresh-made items for the cash units. The production manager shall also keep inventory, supervise point of service production and evaluate the quality of products at cooking stations. The production manager shall have four to seven years' production experience.
- 6.2.6 A Marketing and Promotions Manager who shall be responsible for advertising and marketing of, but not limited to, Resident and Commuter Meal Plans, Resident Dining daily menus, Web site marketing and promotions, Social Media advertising and brand development, Discount Offers, Healthy and Nutritional Dining Options, Resident Dining Special Events, Retail Dining Specials, Nutmeg Room menus. This person should have a Bachelor's degree in Marketing or commensurate experience, as well as demonstrated experience in website and social media development, advertising, product and brand development.
- 6.2.7 One or more members of the Contractor's managerial staff should have a high degree of competence in nutrition education, so as to be able to educate student diners, as appropriate. One or more members of the Contractor's managerial staff should also have refined marketing skills that might be used to promote the meal plan and cash operations.
- 6.2.8 All managerial personnel shall possess high degrees of skill in written and oral communication, budgeting and thinking ability.

6.3 Additional Personnel: In addition to the managerial staff described above, the Contractor shall provide the Executive Chef, who shall be paid by the Contractor.

An Executive Chef shall have at least ten (10) years' experience in the management of a full-service kitchen. This experience will include dining, catering, support of satellite operations and staff management.

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

6.5 Personnel Obligations: Each party hereto shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each party shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees and worker's compensation costs and shall file all required documents and forms.

6.6 Background Checks: The Contractor shall undertake at their own expense a nationwide background check of any new employee(s) who will be working pursuant to this Agreement or any employees who are promoted to management with CCSU. Such background checks shall be conducted prior to the effective date of this contract and any additional new hires after the effective date and the Contractor is to report to the University any findings that constitutes any felony conviction, child abuse registry or sex abuse registry incidents involving a Contractor employee(s). The University reserves the right to **not allow** any Contractor employee(s) who falls into any of the above mentioned categories to work on its premises or this contract and will communicate those decisions in writing to the Contractor. Additionally, the Contractor is to require all its employee(s) who work on the CCSU account or premises to report any felony convictions or child abuse or sex registry requirements that are placed on said employee(s) within forty-eight (48) hours of knowledge of the event.

- 6.7 The Contractor shall maintain adequate resources and staff to enable it to continually provide satisfactory training and development programs for its employees. The Contractor shall conduct regularly scheduled full time and student employee training meetings. The Contractor shall provide immediate training to all new employees as necessary, covering the types of tasks performed in the assignment to be provided by the new employee. The Contractor shall provide the Contract Administrator with an up-to-date training schedule for all new employees. Program subjects, location and time shall be determined by mutual agreement of the University and the Contractor. The Contractor shall periodically report on January 1st and July 1st of each year on the training of its staff to the University.
- 6.8 The Contractor shall advise its employees that they are subject to and are required to observe all regulations of the University, and that failure to do so may be grounds for dismissal.
- 6.9 The Contractor shall not furnish free meals, snacks, or beverages to its employees or to those of the University as a direct operating expense of food service. Meals for employees of the Contractor shall be on a “cost of food” basis as determined by employee union contract and/or as mutually agreed by the Contractor and the University.
- 6.10 Health Standards: The Contractor shall require all employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations. The Contractor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, as may be amended and including all regulations adopted pursuant thereto and in effect at the time of performance of services.

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

1. Appropriate uniformed with hats, hairnets, and other appropriate items, clean and neat-appearing, with proper footwear as stipulated in the Contractor’s handbook and as approved by the University. The Contractor’s handbook shall comply with University standards;
 2. Advised by management on reporting illness; and
 3. In compliance with all applicable health regulations.
 - a. The Contractor shall require all its non-student regular employees (full and part-time) assigned at the University to submit to physical examinations before being hired and annually thereafter. The Contractor shall insure that its employees meet and follow required health standards and practices for the provision of food service.
 - b. To the extent permitted by law, when informed that an employee of the Contractor has a condition which reveals the existence of an illness or communicable disease that may affect the health and well-being of the campus community or other condition which may affect the safe, sanitary, or healthful operation of food services, the Contractor shall notify the University and shall ensure that the said employee undergoes an examination which would either verify or contradict the existence of the condition. To the extent permitted by law, if such condition is verified, the Contractor shall not utilize the services of said employee for direct food service operations until the condition of that employee returns to a healthful status as indicated in writing and signed by a physician.
- 6.11 At the request of the University and by mutual agreement of the University and the Contractor, the Contractor may provide staff for University or vocational adult education classes, continuing education classes and internship programs at no added cost to the University.
- 6.12 The University encourages the Contractor to employ as many students as feasible for all positions resulting from this Contract.

- 6.13 The Contractor's management and non-student supervisory personnel shall be trained in the fundamentals of nutrition to a degree which enables them to convey this knowledge to those being served, so that they may have a better fund of knowledge upon which to base their dining choices.
- 6.14 The Contractor shall permit and encourage its employees to attend such meetings as the University may wish to conduct in order that the Contractor's employees may more completely understand the philosophy, purpose, and programs of the University and its related departments. Such meetings shall be scheduled at a time and place mutually agreeable to the University and the Contractor. The Contractor shall be responsible for the supervision and compensation of employees attending these meetings.
- 6.15 All management and support personnel of the Contractor shall present a positive, pleasant and courteous attitude when providing service to customers. The Contractor's employees shall be polite and diplomatic in relating to customers.
- 6.16 The Contractor agrees to abide by Section 31-57f of the CGS regarding standard wage rates for certain service workers, including meeting or exceeding current hourly rates for covered hourly employees and filing with University personnel weekly payroll certification forms.

7.0 SMALLWARES AND SUPPLIES, CAPITAL EQUIPMENT, UTILITIES, AND SPACE USE

7.1 Smallwares and Supplies:

The Contractor shall be responsible for the purchase, repair and replacement of any and all smallwares, including:

- a. equipment at a cost of less than a \$1,000,
- b. equipment with a cost of \$1,000 or more with a useful life of less than one (1) year, and
- c. supplies.

The University shall provide the Contractor with an inventory of all smallwares and supplies. The Contractor shall purchase new and replacement smallwares and supplies. All smallwares and supplies become the University's upon purchase.

The definition of smallwares and supplies is as follows:

Smallwares and supplies indicate something that is not long term, can be 'used up' or wears quickly to a point of needing replacement. "Smallwares" are items which are, to some degree, expendable in nature and can be considered the same as supplies. These items would include but, not be limited to plates, butcher knives, cutting boards, ladles, serving tongs, a toaster, pots and pans, foil, serving dishes, china, kitchen utensils, dishes, glasses, silverware, sheet pans, baking tins, a small microwave, paring knives, utensils, racks, moveable shelving, chef knives, a cart, small prep table, pizza pans, hotel pans, bowls, scoops, whips, ice trays, cups, tumblers, napkin dispensers, casseroles, plates, salt and pepper shakers, strainers, urns, carafes, pump thermos, cambros, trash cans, buckets, chaffing dishes/pans, tea light holders, artificial flowers and center-pieces, faux fruit and vegetables as in decoration.

The value of the item shall be based on the individual unit cost, and the purchase of multiple items which exceed the \$1,000 threshold does not change the classification of the item as a smallware or supply which would be governed by Section 7.1. In addition, the purchase of capital equipment included in the smallwares definition above shall also not be used in meeting the \$100,000 capital equipment threshold further described in Section 7.2.

At the commencement of the Contract term and annually thereafter, the University and the Contractor shall conduct joint physical count of smallwares and supplies, including the condition of such items. The University shall determine the extent of repair and/or replacement of supplies and smallwares required, and the Contractor shall be responsible for effecting such repairs and/or replacements.

Upon completion and acceptance of these inventories by the Contractor, the Contractor shall assume responsibility for the smallwares and supplies under the terms of this Contract and subject to the University's obligations under this Contract.

7.2 Capital Equipment, Equipment Maintenance, Repair and Replacement:

- a. The equipment provided by the University for use in the food service operation shall be in good condition and maintained by the Contractor to comply with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations).
- b. The Contractor shall be responsible for the first One Hundred Thousand Dollars (\$100,000.00) of the cost of repair, maintenance, replacement and purchase of University capital equipment and furnishings related to this state contract for each State Fiscal Year. The Contractor must provide an accounting of the expenditure of the first One Hundred Thousand Dollars (\$100,000.00) prior to being reimbursed by the University for expenses over that One Hundred Thousand Dollars (\$100,000.00). All equipment, whether purchased by the University or the Contractor shall become the University's property. The Contractor shall immediately but no later than forty-eight (48) hours of identification notify the University of any repair which might have a potential impact on health and safety.

For the purposes of this Contract, the definition of capital equipment is as follows:

These items are valued One Thousand Dollars (\$1,000.00) or more in cost and have a useful life of 1 year or more, are managed by the University inventory control system, and are referred to as capital equipment. They are items with a long term use, usually need some level of installation, and are maintained and repaired instead of replaced due to their cost. Specifically as defined by the state as capital equipment. For purposes of this Section 7.2, "Capital Equipment" shall not include Vehicles as defined in Section 7.11.

For all capital equipment replacement, maintenance and repair expenses over One Hundred Thousand (\$100,000.00):

1. The Contractor may purchase the replacement, maintenance service or repair service for the capital equipment items greater than the first One Hundred Thousand (\$100,000.00) expended by the Contractor. In these instances, the Contractor shall invoice the University on a monthly basis for the actual expenses and each such invoice shall be accompanied by copies of detailed company billings. The University shall reimburse the Contractor for replacement, maintenance and repair costs, with the exception of repair or replacement caused by negligence of the Contractor or its employees, within thirty (30) days of receipt of the related invoices.
2. The University may purchase the replacement, maintenance service or repair service for capital equipment items over the first One Hundred Thousand Dollars (\$100,000.00) expended by the Contractor. In these instances the University shall bear the expense directly and make the purchase of the goods or services through the University's appropriate purchasing authority and authorized funding procedures.

The decision on how and who will make the purchases in excess of the first One Hundred Thousand Dollars (\$100,000.00) expended by the Contractor shall be at the sole discretion of the University. When the University requests that the Contractor assume responsibility for performing the maintenance and/or repair of equipment, furnishings and/or facilities, the Contractor shall obtain written cost estimates for parts and labor from a minimum of three companies and/or individuals. Any maintenance or repair estimated to cost in excess of One Thousand Dollars (\$1,000.00) shall require prior approval of the University before the work may begin, regardless of whether the threshold has been met.

If in any state Fiscal Year (7/1 through 6/30) the cost of repair, maintenance, replacement and purchase of the University's capital equipment and furnishings related to this Agreement are less

than One Hundred Thousand Dollars (\$100,000.00), the Contractor shall issue a check to the University for the unspent funds up to One Hundred Thousand Dollars (\$100,000.00). The University will deposit those funds into the University's Minor Renovations Fund as identified in Section 9.4 of this Agreement. The deposit of these unspent funds shall not impact the Contractor's required contribution to the University's Minor or Major Renovations Fund.

- c. The Contractor shall notify the University within two (2) business days if the Contractor's negligence will result in the repair, maintenance or replacement of University equipment, furnishings and facilities. Costs of the repair, maintenance or replacement of University equipment, furnishings, and facilities caused by the negligence of the Contractor or its employees shall be the responsibility of the Contractor. The Contractor shall be responsible for advising the University of required repairs, maintenance and replacements. Any expenditure as a result of negligence on the part of the Contractor shall not be included in the One Hundred Thousand Dollars (\$100,000.00) threshold and will be funded solely on the part of the Contractor.
- d. The University shall maintain an up-to-date inventory of capital equipment purchased by the Contractor. Capital equipment is required to be inventoried. The Contractor shall notify the University within two weeks of receipt of any new item and capital equipment during the term of this Contract. Any new equipment estimated to cost in excess of One Thousand Dollars (\$1,000.00) shall require prior approval of the University before the purchase occurs, regardless of whether the threshold has been met.
- e. At the commencement of the Contract term and annually thereafter, the University and the Contractor shall conduct an inventory of all capital equipment, including the condition of such items. The University shall determine the extent of repair and/or replacement of supplies and equipment required, and the Contractor shall be responsible for effecting such repairs and/or replacements up to One Hundred Thousand Dollars (\$100,000.00) annually.

Upon completion and acceptance of these inventories by the Contractor, the Contractor shall assume responsibility for capital equipment under the terms of this Contract and subject to the University's obligations under this Contract.

- f. The Contractor shall not utilize the Minor Renovation Fund or the Major Renovation Fund to pay for any equipment purchased by the Contractor as part of Section 7.1 and equipment purchased, maintained or repaired in meeting its obligation in expending the first One Hundred Thousand Dollars (\$100,000.00) annually. However, the University at its discretion may utilize the Minor Renovation Fund for capital equipment purchases, repairs and maintenance expenditures, that the University is responsible for funding after the Contractor's One Hundred Thousand Dollars (\$100,000.00) annual threshold is met.

- 7.3 The Contractor shall not purchase products (food or supplies) which: (i) require equipment for their dispensing; and (ii) have equipment and service costs included in the cost of the product, without the prior approval of the University.
- 7.4 The Contractor shall notify the University Police Department within forty-eight (48) hours of learning of a lost or stolen piece of capital equipment.
- 7.5 All smallwares, supplies, capital equipment and other equipment owned by the University at the time of execution of this Agreement, or thereafter acquired, shall be and remain the property of the University.
- 7.6 The smallwares, supplies and capital equipment shall not be loaned by the Contractor or removed from the University without its prior written approval. The Contractor shall take such measures as may be reasonably required by the University for protection of the smallwares, supplies and capital equipment against loss by theft or destruction.

- The Contractor shall not use University-designated facilities, equipment, services or staff in support of activities beyond the scope of this Contract unless it has received the prior written consent of the University.
- 7.7 The Contractor shall consult with the University before disposing of excess capital equipment. The disposition of capital equipment, or their declaration as surplus, shall be the responsibility of the University and shall be performed in accordance with state inventory control procedures.
- 7.8 Upon the expiration or earlier termination of this contract the University shall conduct a physical inventory of all supplies and capital equipment. At that time the Contractor shall surrender the premises and equipment to the University in as good condition as at the start of the contract, excepting ordinary wear and tear and loss or damage by fire, flood and other perils covered by extended coverage insurance. The University, at its option, shall retain intact any site improvements, or require that the Contractor remove such site improvements within fifteen (15) days from date of expiration or earlier termination of this Contract.
- 7.9 Contract Expiration or Terminations and Inventory Purchase: Upon the expiration or earlier termination of this contract, the Contractor's inventories of food shall remain the property of the Contractor unless and until purchased by a new food service provider. Final payments due the Contractor from the University shall be withheld until arrangements for the transfer or removal of the Contractor's inventory have been completed to the satisfaction of the University.
- 7.10 Furniture and Office Equipment: The University shall provide the following office furniture and equipment for use by the Contractor in the performance of this contract to: desks; filing cabinets; office chairs; copiers, and cash registers. Monthly fees for copier use shall be at the sole expense of the Contractor.
- 7.11 Vehicles: Because performance by the Contractor of its obligations under this Contract require that food and beverage items be transported by the Contractor, the Contractor is responsible for providing and University recommends maintaining a minimum of two (2) vehicles suitable for such a purpose. The Contractor is solely financially responsible for the purchase or lease of such vehicles. Operating expenses such as gas, oil, maintenance, repair, and automobile liability insurance shall be the responsibility of the Contractor. For sustainability purposes the Contractor may elect to purchase one (1) of the vehicles in the form of a golf-cart or similar type of electric vehicle. Purchase of an electric vehicle must be pre-approved by the University. If the Contractor elects to purchase an electric vehicle CCSU shall provide a charging station and an adequate storage space on campus for the electric vehicle. If the Contractor elects to have less than two (2) vehicles, it doesn't change the requirement to provide services required by this contract. The Contractor is also responsible for providing an adequate number of staff qualified and appropriately licensed to operate these vehicles. The Contractor shall be liable for damages or injuries caused by the negligent or tortious operation of said vehicles by its employees or agents and as noted in section 2.5 the required insurance. Contractor additionally agrees to follow any provisions for the use of such vehicles on and around campus as provided by CCSU's Facilities Management Department. Any vehicles purchased shall remain the property of the Contractor and the vehicles and related operating expenses are not deemed Capital Equipment, as defined in Section 7.2.
- 7.12 Safety/Security: The Contractor shall provide maximum dining and service area security against unauthorized diners in such a manner as not to delay service or inconvenience authorized persons being served. (Authorization for diners is defined in Section 4.5 of this Agreement.) The Contractor shall take all reasonable measures to prevent food from being taken out of the dining areas except in situations that fall under Sections 4.3.7, 4.3.8, 4.3.8.1, and 4.3.8.2. The University shall be responsible for the removal and/or discipline of unauthorized persons, as the University, in its sole discretion, deems appropriate.
- 7.12.1 Compliance with University Rules: The Contractor and employees of the Contractor shall comply with all University rules governing access to and conduct on the University's property.
- 7.12.2 Identification Cards: The University shall furnish the Contractor's personnel with identification cards. The Contractor shall return to the University within one (1) day of departure the identification card(s) of those individuals who are no longer employed by the Contractor.

- 7.12.3 First Aid Equipment: The Contractor shall be responsible for obtaining and maintaining first aid equipment and supplies in all food production and service areas.
- 7.12.4 Premises Security: The Contractor shall make every effort to identify unauthorized diners in such a manner as not to delay service or inconvenience authorized persons from being served. The University shall be responsible for the removal and/or discipline of unauthorized persons, as the University, in its sole discretion, deems appropriate. The Contractor shall also have the responsibility for determining that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operation within the food service venues. The areas under the Contractor's jurisdiction shall be the Contractor's responsibility relative to security during the scheduled hours of operation. The University shall not be responsible in any manner for the loss or damage to the Contractor's stored supplies, materials, or equipment, or for any of the Contractor's employees' personal belongings brought onto the premises.
- 7.12.5 Fire Safety and Compliance: The Contractor shall be responsible for compliance with all National Fire Protection Association ("NFPA") fire codes and prevention guidelines. Maintenance of the fire suppression, extinguisher and related systems will be the responsibility of CCSU. The Contractor must work with scheduling these services for testing with the Agency Representative.
- 7.12.6 The University shall furnish and maintain fire extinguisher equipment and supplies, and the Contractor shall notify the University immediately of extinguisher use.
- 7.12.7 Information Technology Security: The University acknowledges that, in connection with the services being provided hereunder, the Contractor may need to operate certain information technology systems, including, but not limited to, point-of-sale devices, e-commerce solutions, and computer hardware and software services and applications (collectively the "Non-University Systems"). The University further acknowledges that the Non-University Systems may need to interface with or connect to the University's networks and information technology systems (collectively the "University Systems"). The University shall be solely responsible for all University Systems, and the Contractor shall be responsible for all non-University Systems, including taking reasonable security and privacy precautions including, but not limited to, network firewall protections, anti-virus software and the ability to maintain regular patching levels of mission-critical software. If the Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, the Contractor shall comply with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (collectively the "Data Protection Rules"). At the request of the Contractor, the University shall implement such changes to the University Systems as are necessary to enable the Contractor to comply with the Data Protection Rules.
- 7.13 Keys/Locks:
- 7.13.1 The Contractor is responsible for the control of keys obtained from the University and the security of those areas which are used by its employees and agents. The Contractor shall be responsible for immediately reporting to University police any break-in to areas of the University campus utilized by the Contractor and for reporting all facts known to it relating to losses incurred as a result of such break-in.
- 7.13.2 The Contractor is responsible for the purchase of padlocks and other security devices not currently provided by the University which may be required by the Contractor to further secure products or property maintained by it within the food service areas.
- 7.13.3 The University and the Contractor shall mutually determine whether additional security measures are required to control unauthorized access to the food service areas, and, if so, the additional security measures which shall be undertaken.

- 7.13.4 The University shall be responsible for the costs of re-keying and replacing lock cylinders except when such re-keying and or replacement of lock cylinders is caused by the negligence of the Contractor or its agents and/or employees. The Contractor shall be financially responsible for replacing lost keys and for the re-keying and/or replacement of lock cylinders required as a result of the negligence of its agents and/or employees.
- 7.13.5 The Contractor shall arrange for a local locksmith and be responsible for the costs to change the lock combinations on safes at Memorial Hall, new Hilltop Cafe, and at the Student Center to secure the Contractor's funds kept on campus.
- 7.13.6 The University shall provide the Contractor with campus security services including night patrol, door checks, security consulting, and call response.
- 7.14 Joint Use of Facilities:
- 7.14.1 The Contractor acknowledges and agrees that the University may, without interfering with normal food service, use the dining and service areas from time to time for such purposes (including, but not limited to, student testing and dances) as the University, in its sole discretion, deems appropriate. The University's personnel, at no cost to the Contractor, shall perform necessary setup and cleanup. The facilities so utilized shall be restored to conditions mutually satisfactory to the Contractor and the University before the next regularly scheduled meal service is to occur. If the Contractor must perform cleanup services, the party responsible for event shall be billed by the Contractor for the reasonable cost of such services.
- 7.14.2 When the Contractor uses regular food service dining areas in Memorial Hall and the new Hilltop Café (such as the cafeterias, snack bars, and deli) and arrangements for set-up are required, appropriate set-up and break-down shall be performed by the Contractor. The Contractor shall be responsible for cleanup and floor maintenance in Memorial Hall and the new Hilltop Café. The University shall be responsible for providing special furnishings and audiovisual equipment.
- 7.14.3 Catering and beverage service set-up requirements shall be coordinated by the Contractor with the appropriate reservations office.
- 7.15 The University shall be responsible for the cost of the following utilities: gas, water, and electricity consumed in the food service operation.
- 7.16 Telephone Services: The University shall provide the Contractor with telephone equipment. Contractor will be billed by the University for the actual charges incurred by the University for monthly phone service fees including long distance charges as well as the cost of the equipment. If the Contractor requires any additional phone lines to be installed than what exists, the University will bill the Contractor for actual charges incurred by the University for the installation.
- 7.17 The Contractor shall on or before January 1, 2017 at the Contractor's sole expense implement the functionality to accept credit cards at each of the Residential Dining Facilities, and ensure any existing or new retail location to be developed can accept credit cards and blue chip cards.

The Contractor shall provide their own network connection to merchant link, network equipment, and processing devices to support credit and debit card transactions. The Contractor may use the University's infrastructure to build their PCI compliant network. The University has sufficient fiber structure for the Contractor to build a PCI compliant network that is separate from the University network. The University will assist in establishing the Contractor's network by providing access to data closets and network drop locations. The University will provide access to any location for the Contractor's needs to build out their PCI compliant networks. The Contractor shall also be responsible for contracting with an internet service provider in order to facilitate the transmission of credit card transactions from the Contractor's point of sale to the Contractor's credit card processor. Third party internet access is brought into the Power House. A campus map can be

viewed in Exhibit A. The internet will come into the following buildings: Willard/DiLoreto/Halls, Hilltop Café, Elihu Burritt Library, Memorial Hall, Social Sciences Hall, Student Center, and Arute Stadium, The Contractor shall be responsible for the cost of any equipment and reoccurring charges associated with the internet service. The Contractor shall maintain ownership for any equipment purchased to build a PCI compliant network under this section such equipment shall not be deemed Capital Equipment, as defined in Section 7.2. The Contractor shall not utilize the Minor Renovation Fund or the Major Renovation Fund to pay for the cost of any equipment or charges made by the Contractor as part of this Section 7.17.

- 7.18 The University shall be financially responsible for the repair and replacement of major mechanical electrical and plumbing (MEPs) unless the Contractor's negligence has caused or contributed to the repair or replacement of the MEP. For purposes of this Agreement MEPs include the University's Heating Ventilation Air Conditioning (HVAC) systems.
- 7.19 The University shall not guarantee an uninterrupted supply of water, electricity, gas, telephone, heat, air conditioning, or high or low temperature refrigeration. However, the University shall use its best efforts to restore service following an interruption.

8.0 EQUIPMENT AND FACILITIES MAINTENANCE, REPLACEMENT AND SANITATION

8.1 The Contractor shall provide daily housekeeping, cleaning, and maintenance and sanitation service, as applicable, for all facilities, equipment and supplies utilized by it in performing its obligations under this Agreement. The Contractor shall do everything possible to protect the health and safety of its customers and employees by operating clean, safe and sanitary premises at the University. In addition, to make the University facilities maximally appealing to customers, the Contractor will employ housekeeping and sanitation programs that meet the highest standards of cleanliness and sanitary practices to provide continual sanitation in all functions performed pursuant to this Agreement, including, but not limited to, food handlers' appearance, and the preparation, service, transport and storage of food, beverages, equipment and supplies. Throughout the term of this contract, the premises, equipment and facilities utilized by the Contractor shall be maintained by the Contractor in condition satisfactory to the University and in compliance with all applicable University, state and local health and sanitation codes.

8.2 Safety:

- 8.2.1 All equipment and supplies provided by the University and by the Contractor shall comply fully with all safety requirements mandated by Connecticut law, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 8.2.2 In performing its duties pursuant to this Agreement, the Contractor shall post appropriate signs or utilize appropriate devices to warn of the existence of any potentially hazardous condition(s). Warning devices or signs shall be posted in a prominent location and in a conspicuous manner and the use or display of any such device or sign shall comport with the safety standards and requirements discussed in this Section 8.2.
- 8.2.3 With the full cooperation of the University, the Contractor shall institute an aggressive program of accident prevention and safety education. Instructions and training shall be provided on the proper use of equipment and techniques of handling food. Fire extinguishers and fire alarms will be provided by the University and available for use as needed. With the full cooperation of the University, the Contractor shall train its employees in the use of fire alarms and extinguishers and the use of first aid supplies. All injuries and accidents shall be reported by the Contractor to the University on the day on which they occur.

8.3 Health Inspections

- 8.3.1 Sanitarians of the Connecticut Department of Health, New Britain Health Department, and University safety and sanitation personnel shall have unencumbered access to all food service, production, and

storage areas in connection with inspections that they may conduct. These inspections may be performed at the request of the University or on the Departments' own initiative. CCSU shall be notified immediately of any such inspections, whether scheduled or unscheduled, so that a CCSU representative can accompany the operator's representative and inspector during the inspection. The Contractor shall cooperate with all such inspections and shall instruct its agents and employees to do so.

- 8.3.2 A management representative of the Contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically, but not less frequently than twice during each year of the contract. Supplier representatives who normally perform equipment and product inspections and prepare inspection reports as a regular part of their services shall be encouraged to perform such inspections frequently and shall be requested by the Contractor to furnish copies of each inspection report prepared to the University and the Contractor.

The Contractor shall provide the University with a copy of any inspection report received by the Contractor within twenty-four (24) hours of its receipt. The Contractor shall develop a corrective action plan and undertake any corrective action mandated as the result of such inspection within ten (10) days of its receipt of the inspection report, with the prior approval of the University. The University shall be responsible for facilities and capital equipment repair or replacement as set forth in this contract.

8.4 Cleaning/Maintenance:

The following buildings/areas shall be cleaned by the Contractor from the ceilings to the floors and everything in between with the exception of the areas marked in yellow in the attached exhibits:

8.4.1. **Hill Top Café (Refer to Exhibit B)**

- 8.4.1.1. Dining Areas
- 8.4.1.2. Kitchen and Serving Areas

8.4.2. **Memorial Hall (Refer to Exhibit C)**

- 8.4.2.1. Memorial Hall 1st Floor Dining Areas
- 8.4.2.2. Memorial Hall 1st Floor Kitchen and Serving Areas
- 8.4.2.3. Memorial Hall 2nd Floor Dining Areas
- 8.4.2.4. Memorial Hall 2nd Floor Kitchen and Serving Areas
- 8.4.2.5. Memorial Hall Loading Dock
 - 8.4.2.5.1. Enforce CCSU's non-smoking policy
 - 8.4.2.5.2. Make sure doors are shut
 - 8.4.2.5.3. Maintain loading area and storage areas in a clean and neat manner
 - 8.4.2.5.4. Please note that Contractor is responsible for the loading area and associated storage rooms inside and Executive Landscape is responsible for the dock area.
- 8.4.2.6. Memorial Hall Food Storage Areas
- 8.4.2.7. Memorial Hall Basement
- 8.4.2.8. Memorial Hall Contractor Employee Locker Rooms
- 8.4.2.9. Memorial Hall Bathrooms Located in the Kitchen
- 8.4.2.10. Memorial Hall Employee Office(s)
- 8.4.2.11. Memorial Hall Freight Elevators
 - 8.4.2.11.1. Must be checked on frequently and cleaned thoroughly at least twice a day
 - 8.4.2.11.2. Police/clean the interior & exterior of elevators as frequently as needed and cleaned thoroughly each day. Wipe down all stainless steel walls, doors interior & exterior, and ceiling to remove dirt build-up
 - 8.4.2.11.3. Wet mop all floors daily and as frequently as needed throughout each day
 - 8.4.2.11.4. Vacuum & wipe off elevator tracks (inside/outside) on all floors as frequently as needed to remove spills & dirt build up otherwise tracks must be cleaned at least twice a month.

8.4.3. **Student Center (Exhibit D)**

- 8.4.3.1. Student Center Dining Areas
- 8.4.3.2. Student Center Kitchen and Serving Areas
- 8.4.3.3. Student Center Food Storage Areas
- 8.4.3.4. Student Center Employee Locker Rooms
- 8.4.3.5. Student Center Bathrooms located in the Kitchen
- 8.4.3.6. Student Center Contractor Employee Office(s)

8.4.4. **Proposed space in Willard/DiLoreto Arute Stadium (Exhibit E)**

8.4.5. **Hitchcock Pavilion (Exhibit F)**

8.4.6. **Any meeting room, classroom, or other area where food is being bought from and served by the Contractor e.g. catered luncheon meetings:**

- 8.4.6.1. In these instances, the Contractor is not responsible for the ceilings to the floors and everything in between. Instead, the Contractor shall be responsible for cleaning all areas needed to be cleaned as a result of catering activities. At a minimum, the Contractor should pick up the leftover food and any remaining catering items, clean the area(s) where the food was served (counters, tables, desks, etc.), and leave the room at least as clean as prior to the food being delivered.

8.4.7. **Dining Areas**

- 8.4.7.1. Regular bussing of all dining and seating areas
- 8.4.7.2. Wipe down tables, booths and chairs in between customer use (to maintain cleanliness) and at the end of each day to remove spills and grease
- 8.4.7.3. Sanitize all tables after each meal and wipe down chairs as needed. Spot wash chairs where necessary.
- 8.4.7.4. Maintain cleanliness under tables, booths and chairs frequently throughout the day (to maintain cleanliness) and at the end of each day
- 8.4.7.5. Arrange chairs and tables so they are neat and orderly frequently throughout the day and at the end of each day
- 8.4.7.6. Regularly monitor the dining areas to identify and swiftly correct deficiencies or cleanliness issues
- 8.4.7.7. Sweep non-carpeted all floors daily and as frequently as needed throughout each day
- 8.4.7.8. Wet mop all non-carpeted all floors daily and as frequently as needed throughout each day
- 8.4.7.9. Operate walk behind scrubber on a daily basis (machine to be used, not wet mop) with approved chemicals (degreaser) at least twice a day after lunch & dinner
- 8.4.7.10. Vacuum of all carpets daily and as frequently as needed throughout each day
- 8.4.7.11. Spot clean carpets using a portable carpet extractor with approved chemicals on a daily basis or as needed throughout each day to remove any food/liquid spills on the carpets
- 8.4.7.12. Remove trash and recyclables from dining room trash receptacles and depositing it in the dumpsters as frequently as needed and at the end of each day. No trash should be left overnight
- 8.4.7.13. Wipe down exterior of trash & recycle receptacles daily and as frequently as needed throughout each day
- 8.4.7.14. Immediately wash trash receptacles and recycle receptacles in the event of a liquid or food spill - otherwise, all trash receptacles and recycle receptacles must be washed inside and out a minimum of two (2) times per month
- 8.4.7.15. Sanitize all countertops daily and as frequently as needed throughout each day
- 8.4.7.16. Interior window cleaning on a daily basis and as frequently as needed throughout each day along with the cleaning of window sills

- 8.4.7.17. Thoroughly dust and clean ceiling fans, light fixtures, and upper corners & edges during school break periods.
- 8.4.7.18. Dust and clean edges, corners, baseboards, shades/drapes and all horizontal/vertical surfaces on a daily basis
- 8.4.7.19. Dust and clean all wall hangings and signage to remove dust and grease on a daily basis
- 8.4.7.20. Spot clean all walls and ceilings on a daily basis and as frequently as needed throughout each day
- 8.4.7.21. Clean all baseboards as frequently as necessary to maintain cleanliness
- 8.4.7.22. Machine scrub floors during school break periods
- 8.4.7.23. Shampoo carpets during each school break period
- 8.4.7.24. Fully clean walls during school break periods

8.4.8. **Kitchen and Serving Areas**

- 8.4.8.1. Clean walls, ceilings, and light fixtures daily and as frequently as needed throughout the day
- 8.4.8.2. Clean hoods, removable filters, filters, fans, vents, serving and prep counters as frequently as needed throughout the day. This cleaning excludes hood ducts and plenums which will be serviced through a preventive maintenance contract
- 8.4.8.3. Regular monitoring of all areas to identify and swiftly correct deficiencies or cleanliness in any of these areas
- 8.4.8.4. Clean food prep equipment after each use
- 8.4.8.5. Check hot water daily and as frequently as needed throughout the day
- 8.4.8.6. Clean drink dispensers daily and as frequently as needed throughout the day
- 8.4.8.7. Clean ice machines daily and as frequently as needed throughout the day
- 8.4.8.8. Check dishwasher for deficiencies/cleanliness daily and as frequently as needed throughout the day
- 8.4.8.9. Make sure dishes, glasses, silverware etc. are clean before putting them out for use
- 8.4.8.10. Constantly make sure sinks are free from waste
- 8.4.8.11. Clean storage areas daily and as frequently as needed throughout the day
- 8.4.8.12. Can opener cleaned after each use
- 8.4.8.13. Slicer cleaned after each use
- 8.4.8.14. Knives cleaned after each use
- 8.4.8.15. Clean freezers, insulation, and fans regularly
- 8.4.8.16. Check refrigerator/freezer and food temps regularly
- 8.4.8.17. Make sure stored/standing food is covered
- 8.4.8.18. Make sure there is sufficient paper towels readily available
- 8.4.8.19. Make sure the mop sink is draining properly
- 8.4.8.20. Make sure there is a clear path to the eye wash
- 8.4.8.21. Make sure all equipment is put away and stored clean

8.4.9. **Contractor Employee Locker Rooms**

- 8.4.9.1. Must be checked on frequently and cleaned thoroughly each day
- 8.4.9.2. Walls, lockers, doors, and all horizontal & vertical surfaces must be free of dust and/or dirt build-up
- 8.4.9.3. Trash can(s) must be emptied as frequently as needed and at the end of each day. No trash should be left overnight
- 8.4.9.4. Floor must be kept free of debris, papers, and water and must be fully swept & wet mopped thoroughly each day

8.4.10. **Contractor Employee Bathrooms**

- 8.4.10.1. Must be checked on frequently and cleaned thoroughly each day
- 8.4.10.2. Police/clean and restock the bathrooms as frequently as needed and cleaned thoroughly each day. Make sure all dispensers are full and partitions are free of dust, smudges, and fingerprints. Wipe down all dispensers, fixtures, counters, and mirrors. Sweep floor and wet mop and remove the trash.

8.4.11. **Contractor Employee Offices**

- 8.4.11.1. Must be checked on frequently and cleaned thoroughly each day
- 8.4.11.2. Trash & Recycle collection daily. Replace liners as needed and spot clean cans to remove any spill/debris
- 8.4.11.3. High & low dusting completed at least once a week. (Corners, edges, baseboards, window sills, blinds, partitions)
- 8.4.11.4. Vacuum/Dust all ceiling air vents & diffusers
- 8.4.11.5. Wash all interior windows/glass & walls as frequently as needed otherwise should be completed during school break periods.
- 8.4.11.6. All chairs and tables wipe down including frame & legs at least once a week
- 8.4.11.7. All furniture wipe down all exterior sides and top
- 8.4.11.8. Shampoo all fabric furniture to remove any stain using a portable carpet extractor with approved chemicals at least once a year during school break period.
- 8.4.11.9. Full vacuuming of carpet "wall to wall" including detailed cleaning of corners & edges.
- 8.4.11.10. Spot clean carpets using a portable carpet extractor with approved chemicals on a daily basis or as needed throughout each day to remove any food/liquid spills on the carpets
- 8.4.11.11. Full dusting of all horizontal and vertical surfaces
- 8.4.11.12. Trash containers inside & outside wash and wipe dry before reinstalling.
- 8.4.11.13. Machine scrub floors during school break periods
- 8.4.11.14. Shampoo carpets during each school break period

8.6 **Maintenance Standard for Premises:** The Contractor shall do everything possible to protect the health and safety of its customers and employees by operating clean, safe and sanitary premises at the University. In addition, to make the University facilities maximally appealing to customers, the Contractor will employ housekeeping and sanitation programs that meet the highest standards of cleanliness. Daily procedures to meet this standard will include, but not be limited to, the following:

1. Regular bussing of all dining and seating areas;
2. Cleaning tables during meal times in between customer use;
3. Sanitizing the tables after each meal;
4. Wiping and spot washing of chairs as necessary;
5. Promptly cleaning up all food spilled in the service, production and dining areas;
6. Removing trash from dining room trash receptacles and depositing it in the dumpsters;
7. Immediately washing trash receptacles and recycle receptacles in the event of a liquid or food spill. Otherwise, all trash receptacles and recycle receptacles must be washed a minimum of two (2) times per month;
8. Cleaning all kitchen and serving area equipment after use;
9. Sweeping and damp mopping of service and serving areas; and
10. Regular monitoring of the dining and serving areas to identify and swiftly correct deficiencies in any of these areas.

8.8 **Pest Control:** The Contractor shall be responsible for maintenance of insect and pest control in all food service, production and storage areas. The Contractor shall hire and pay a licensed pest control company to perform insect and pest control inspection and service a minimum of one time for every two weeks or as deemed necessary at the discretion of the University. The Contractor shall institute and comply with instituting particular pest control measures as may be required by the University. The contractor shall attempt to use control measures and chemicals with a minimum impact on health. All chemical SDS forms must be given to EH&S and reviewed before being used on CCSU property.

8.9 **Uniforms/ Table Linens:**

- 8.9.1 The Contractor shall provide an adequate inventory of table linens, employee uniforms, aprons, jackets, towels, bar swipes, pot holders, and related food service linens. The Contractor shall be

responsible for laundering, dry cleaning, repairing and maintaining an adequate inventory of these items.

8.9.2 The employee uniforms and table linens to be provided by the Contractor shall be mutually agreed upon by the University and the Contractor and shall be suited to the job function for which they are intended and in harmony with the decor of the room and the occasion in connection with which they are utilized.

8.10 Refuse Removal:

8.10.1 The Contractor shall be responsible for the removal of trash and garbage from food service, dining and production areas to remote dumpsters. The University shall be responsible for the costs of exterior refuse removal from Memorial Hall, the new Hilltop Café, and the University Student Center. The University shall contract with a private hauler for exterior refuse removal from Memorial Hall, the new Hilltop Café, and the University Student Center.

8.10.2 The University shall provide waste containers in sufficient quantity to maintain sanitary standards for trash disposal. The Contractor shall provide trash bag liners as needed. The Contractor shall keep all waste containers in a clean and satisfactory condition at all times, and shall empty those containers as often as necessary to maintain sanitary conditions. The Contractor shall maintain all food service areas in such a manner as to meet minimum standards of orderliness at all times.

8.10.3 The Contractor shall be responsible for the removal of trash and garbage from all dining/event areas defined in Section 8.4 of this Agreement to remote dumpsters when CCSU's contracted custodial staff is not available. The Assistant Director of Facilities for Support Services will be responsible for notifying the Contractor when CCSU's contracted custodial staff will not be available.

8.11 Sustainability: The Contractor shall comply with University and State policies and procedures related to recycling of waste materials and shall participate in required waste separation programs. The University shall provide the Contractor with appropriate areas and/or suitable containers for recycling. The University shall provide a variety of waste containers at Memorial Hall, new Hilltop Cafe, the Student Center and other food service locations to enable the Contractor to separate waste materials as required.

The University requires at least the following unless mutually agreed upon between University and Contractor. The Contractor shall:

1. Remain a trayless dining environment;
2. Provide compostable carry-out containers and beverage cups in all of its retail locations;
3. Provide reusable plates, cups and tableware will be used in resident dining and in the Nutmeg Room, unless mutually agreed upon by the Contractor and CCSU;
4. Use recycled paper in all napkins;
5. Always first offer pitcher iced water and compostable cups for all catering events;
6. Recommend and use energy conservation methods of food preparation and for cleaning of all reusable kitchen and table wares;
7. Participate in a recycling program that incorporates paper, plastic, aluminum and glass;
8. Encourage students to reduce food waste within the campus dining system;
9. Encourage the use of reusable and refillable mugs;
10. Use concentrated products;
11. Break down corrugated cardboard for recycling;
12. Separate disposables for recycling purposes;
13. Conserve energy whenever and wherever possible;
14. Use only cage-free eggs for all shelled egg purchases;
15. Use only sustainable fish and seafood; and
16. Ensure that food providers do not use gestation crates.

- 8.12 First Aid Equipment: The Contractor shall be responsible for obtaining and maintaining first aid equipment and supplies in all food production and service areas.
- 8.13 If conditions do not meet the criteria of CCSU in Section 8.0, CCSU reserves the right to hire a contractor to enter the facility and clean all areas considered not to meet the standards set by CCSU. The cost of hiring a third party to furnish this service will be borne by the Contractor.

9.0 FINANCIAL ARRANGEMENTS

9.1 Definitions. For purposes of this Section, the following terms are defined as follows:

- i. "Charge" A fee established by the Contractor for goods or services provided by the Contractor.
- ii. "Fiscal Year" The University's fiscal year which commences on July 1st of each year and terminates on June 30th of the following year.
- iii. "Food Service" The preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises. Food Service shall include the following components:
 1. "Resident Meal Plan Program": Residential and commuter students that participate in the all-access program.
 2. "Retail Sales": includes any sale which is not part of the Resident Meal Plan Program, including but not limited to sales of food or other retail items (e.g. Fillable Mugs) at retail establishments, catering; camps, conferences, concessions, clinics, walk-ins at the Resident Dining Facility, food and/or coffee trucks for which Contractor earns revenue, Commuter Meal Plans defined below and events sold where a ticket is sold to expand access to non-resident meal plan participants such as barbecues or picnics.
 - a. "Commuter Meal Plan": Meal plans which are sold to individuals who purchase a 20, 30 or 40 block meal plan for a semester that is valid for all-access meals in the residential dining hall. Commuter Meal Plan.
- iv. "Gross Sales" All sales of food, beverages, goods, merchandise and services in the Food Service operation, including sales taxes.
- v. "Net Sales" All sales of food, beverages, goods, merchandise and services in the Food Service operation, excluding sales taxes.
- vi. "Net Retail Sales" All sales of food, beverages, goods, merchandise and services as defined in Retail Sales excluding sales taxes.
- v. "Premises" The University's Food Service facilities located at 1615 Stanley Street, New Britain, Connecticut 06050-4010.

9.2 Fixed Annual Compensation to Contractor:

9.2.1 Fixed Annual Compensation to the Contractor for Resident Meal Plan Program as listed below shall be the guaranteed amount payable to the Contractor by the University

TBD for the 2016-2017 Fiscal Year
TBD for the 2017-2018 Fiscal Year
TBD for the 2018-2019 Fiscal Year
TBD for the 2019-2020 Fiscal Year
TBD for the 2020-2021 Fiscal Year

Payment of the Fixed Annual Compensation Contractor shall bill the University on or before the 1st of each month for each of the following Fixed Annual Compensation payments which are due shall be due and payable by the University to the Contractor as follows:

For the 2016-2017 Fiscal Year:

TBD for August 20, 2016
TBD for September 20, 2016
TBD for October 20, 2016
TBD for January 20, 2017
TBD for February 20, 2017

For the 2017-2018 Fiscal Year:

TBD for August 20, 2017
TBD for September 20, 2017
TBD for October 20, 2017
TBD for January 20, 2018
TBD for February 20, 2018

For the 2018-2019 Fiscal Year:

TBD for August 20, 2018
TBD for September 20, 2018
TBD for October 20, 2018
TBD for January 20, 2019
TBD for February 20, 2019

For the 2019-2020 Fiscal Year:

TBD for August 20, 2019
TBD for September 20, 2019
TBD for October 20, 2019
TBD for January 20, 2020
TBD for February 20, 2020

For the 2020-2021 Fiscal Year

TBD for August 20, 2020
TBD for September 20, 2020
TBD for October 20, 2020
TBD for January 20, 2021
TBD for February 20, 2021

9.3 Variable Annual Compensation to Contractor:

9.3.1 Variable Fee to the Contractor for Resident Meal Plan Program:

On or before June 15th of each year during the term of this Agreement, the University shall pay to the Contractor one hundred percent (100%) of the resident meal plan program amounts, calculated utilizing the rates set forth in Section 9.9 for the number of actual board days per Fiscal Year, in excess of the Fixed Annual Compensation paid to the Contractor as required by Section 9.2 for the then current Fiscal Year.

The Contractor agrees to provide to the University, at no cost, seventy-five (75) board all-access resident dining plan waivers per Fiscal Year to be used at the discretion of the University. These seventy-five (75) waivers shall be offered annually for the term of this Agreement and any extension thereof.

9.3.2 Commuter Meal Plan Program

The Commuter Meal Plan Program shall be treated as a Retail Sale.

9.3.3 Variable Fee to the Contractor for Retail Sales Net of Taxes

Each Fiscal Year, for the term of this Contract, the Contractor shall receive the following:

- X% of the first \$X of Net Retail Sales as defined in Section 9.1, including but not limited to Catering, Retail Sales, Camps, Conferences, Concessions, Commuter Meal Plan, and Clinics;
- X% of the amount of Net Retail Sales as defined in Section 9.1 including but not limited to Catering, Retail Sales, Camps, Conferences, Concessions, Commuter Meal Plans, and Clinics from above \$X to a maximum of \$X; and
- X% of the Net Retail Sales including but not limited to Catering, Retail Sales, Camps, Conferences, Concessions, Commuter Meal Plans, and Clinics from above \$X.

The Contractor acknowledges and agrees that the total aggregate compensation to be paid to the Contractor or collected by the Contractor for services under this Agreement from the University, students, University employees, guests, or other third parties utilizing the services (including but not limited to all amounts payable to or collected by Contractor pursuant to this Section 9) shall consist solely of the Fixed Annual Compensation as described in Section 9.2.1 and the Variable Annual Compensation as described in Section 9.3.

Such Variable Annual Compensation paid to or collected by the Contractor for each annual period from July 1st to June 30th of each year shall be defined as the “Variable Annual Compensation.” The Contractor shall remit to the University X percent (X %) of the Net Retail Sales in excess of X Dollars (\$X) on or before August 15th of each year for the previous Fiscal Year.

9.4 Funding of Minor Renovation Fund, Scholarship Fund, Orientation Fund and Athletic Department Sponsorship

From the Variable Annual Compensation paid to Contractor by the University, the Contractor shall fund the Scholarship Fund, Corporate Sponsorship and the Minor Renovation Fund as follows:

- 9.4.1 Minor Renovation Fund. Commencing October 1, 2016 and for each Fiscal Year of the term of this Contract, the Contractor shall issue a check made payable to Central Connecticut State University in the amount of Two Hundred Thousand Dollars (\$200,000.00) to fund the Minor Renovation Fund during each year of this Agreement. The Minor Renovation Fund shall be used by the University to facilitate minor renovations, updating, enhancements and repairs that might be needed over the course of the year of food service venues. Any amount remaining in the Minor Renovation Fund at the close of a Fiscal Year shall remain in the Minor Renovation Fund for use in subsequent Fiscal Years and will revert to the University at the expiration or termination of this Contract.
- 9.4.2 Scholarship Fund. Commencing September 15, 2016 and each September 15th of each Fiscal Year of the term of the Agreement, from the Variable Annual Compensation paid to the Contractor, the Contractor shall issue a check made payable to Central Connecticut State University to fund a Scholarship Fund in the amount of (\$X).
- 9.4.3 Orientation Fund. Beginning with the Fall 2016 semester and prior to the beginning of each Fall Semester the Contractor agrees to provide food services for CCSU’s orientation. The Orientation Fund shall be utilized as an in-kind contribution and shall not exceed an amount of \$30,000 per year.
- 9.4.4 Athletic Department Sponsorship. Commencing September 15, 2016 and each September 15th of each Fiscal Year of the term of the Agreement, from the Variable Annual Compensation paid to the Contractor, the Contractor shall issue a check made payable to Central Connecticut State University to fund an Athletic Department Sponsorship in the amount of (\$X).

9.5 Major Renovation Fund

- 9.5.1 Contractor shall establish, and be the custodian, of a Major Renovation Fund on or before the effective date of the contract. The Major Renovation Fund shall be used by the Contractor to implement major renovations, enhancement and redevelopment initiatives, as specified following the procedure laid out in Section 11 of this Agreement.
- 9.5.2 Any amount remaining in the Major Renovation Fund after completion of the Projects defined in Section 11, would be utilized to augment other retail/residential dining spaces on campus as mutually agreed upon between the University and the Contractor.
- 9.5.3 In the event the contract is extended for a second term, the Contractor shall be required to make a specified second contribution in the amount of (X) to the Major Renovation Fund on or before the effective date of the extension.
- 9.5.4 The remaining balance of the Major Renovation Fund will revert to the University at the expiration or termination of this Contract.

9.6 Fees for Subsequent Fiscal Years No later than June 15th of each year of the Agreement (with the exception of the termination year), the University and the Contractor shall review the accuracy and adjust as necessary the Fixed Annual Compensation set forth in Section 9.2.1 and establish the Variable Annual Compensation set forth in Section 9.3.2, for each subsequent Fiscal Year based on conditions anticipated to exist at the commencement of each subsequent Fiscal Year and shall execute formal written amendments to this Agreement setting forth said fees to ensure compliance with Section 9.7.

9.7 Compensation Cap Notwithstanding any other provision of this Agreement, the Variable Annual Compensation received by the Contractor pursuant to Section 9.3 hereof shall not exceed one hundred percent (100%) of the Fixed Annual Compensation received by the Contractor pursuant to Section 9.2 hereof in each annual Fiscal Year. If the total Variable Annual Compensation received or retained by Contractor in any Fiscal Year is more than the Fixed Annual Compensation, Contractor shall refund the amount of any such excess to University within thirty (30) days of the end of such Fiscal Year.

9.8 Upon request from the University, within thirty (30) days of the completion of each Fiscal Year of the Agreement, the Contractor shall certify that the total amount of the Variable Annual Compensation paid to or collected by the Contractor did not exceed the total amount of the Fixed Annual Compensation paid to the Contractor for that Fiscal Year and shall provide any additional records reasonably requested by the University to demonstrate the accuracy of such certification.

9.9 Resident All-Access Meal Plan Rates (TBD)

9.10 Commuter Meal Plan Rates

Commuter Meal Plan Rates for the Fall 2016 Semester are as follows:

Commuter Meal Plan	Block Price
20 Meal Block	\$155.00
30 Meal Block	\$215.00
40 Meal Block	\$275.00

The Commuter Meal Plans are effective from date of purchase during the Academic semester, and expire on the last day of finals in the semester the commuter meal plan was purchased.

9.11 Serving Days Per Semester

The University shall notify the Contractor of how many serving days there will be during each semester no later than ninety (90) days prior to the first day of classes each semester.

9.13 Billing

Resident Meal Plan Sales Total billing for board sales shall be based on the meal plan rates set forth in Section 9 hereof to which payment by the University to the Contractor for the Fixed Annual Compensation will be applied as credits.

Payments for Blue Chip Dollars The Contractor shall bill the University for the Blue Chip Dollars spent at the Contractor's food service locations by University patrons on a weekly basis.

Payments for Commuter Meal Plans The Contractor shall bill the University for the Commuter Meal Plans sold on a monthly basis.

Payments for Catering, Camps, Conferences, Concessions and Clinics The Contractor shall bill the University for catering, camps, conferences, concessions and clinics on a monthly basis.

Cash Sales The Contractor shall collect and deposit all cash sales in the Contractor's account on behalf of the University.

Invoices The University shall pay the invoiced amounts:

1. for the catering, camps, conferences, concessions and clinics within thirty (30) calendar days after the receipt of the invoice.
2. for the Blue Chip Dollars and Commuter Meal Plans within thirty (30) calendar days after the receipt of the invoice.

Amounts Due Any amount not paid when due shall accrue interest at the rate of one percent (1.0%) each month from the due date until date of payment. If there is a payment dispute between the University and the Contractor and the party with the dispute raises the issue in writing to the other party within the thirty (30) calendar days, then interest will not accrue on the portion of the payment which is being disputed. The other party shall commit to resolve the payment dispute within fifteen (15) calendar days from date of the written notice. Once the payment dispute has been resolved, payment shall be paid within fifteen (15) calendar days from date of the dispute resolution and shall begin to accrue interest at the rate of one percent (1%) each month from the due date until date of payment.

Reconciliation Reconciliation of all amounts provided for under this Agreement shall be completed by August 15th each Fiscal Year.

10. STATEMENTS, AUDITS, PAYMENTS AND BILLINGS

- 10.1 No later than the 25th calendar day following the last day of each monthly Accounting Period, the Contractor shall provide the University's Chief Financial Officer or designee with a complete set of revenue and expense statements.
- 10.2 Each such operating statement, by location of operating unit and on a composite basis, shall present revenue and expense accounts for the period being reported, and Fiscal Year to date accounts with percentage ratios given for each item and period. The Contractor shall also provide the University with a description of revenue sources as part of the initial period statement submittal. The Contractor shall provide a separate period operating statement of revenue and expenses for each operating unit. The Contractor shall identify appropriate separate line item revenue categories on each period statement.
- 10.3 The University's fiscal reporting period is July 1st through June 30th. The Contractor's year to date reports shall correspond with this reporting period.
- 10.4 At the request of the University, the Contractor shall meet with University staff and review each operating statement, explain any deviations and discuss any problems. If necessary, the Contractor and the University

shall attempt to mutually agree on a course of action to improve the results of the services to be provided by the Contractor pursuant to this contract. Operating statement adjustments required as a result of any review and/or audit shall be identified and reflected by the Contractor on the next period's statement.

10.5 Audits:

- 10.5.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- 10.5.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of it's and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- 10.5.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 10.5.4 All audits and inspections shall be at the State's or University's expense.
- 10.5.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- 10.5.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- 10.5.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
- 10.5.8 The University's representatives or selected auditors may, as often as deemed necessary, examine all financial and operational phases of the Contractor's services. Periodic reviews, conducted jointly by representatives of the University and the Contractor, shall also be conducted to ensure that the staffing patterns, menu pricing structure, and other phases of the operation are made in the most efficient manner. The purpose of the review is to determine and confirm that the Contractor is providing the University with quality, convenient food service, under sanitary and healthful conditions, at the most reasonable prices possible.
- 10.5.9 The Contractor shall be subject to periodic, unannounced operational audits and review of the Manual Food Service facilities by a representative of the University. The audit shall specifically include but not limited to a comprehensive review of:
1. Service quality, and the attentiveness and courteousness of staff;
 2. Food quality, presentation, and merchandising;
 3. Sanitation practices and sanitary conditions;
 4. Appearance of personnel;
 5. Training program techniques, schedules, and records;
 6. Safety conditions;
 7. Operation performance from a financial perspective; and
 8. Other related operational conditions and/or practices.

Any report generated as a result of a financial or operational audit shall notify the Contractor of conditions requiring correction or improvement. The Contractor shall correct any identified deficiencies within five (5) days of receipt of the report, or within such longer period as the University, in its sole discretion, determines is appropriate.

- 10.6 The University shall be informed by the Contractor of the schedule of the Contractor's audit of the records of the University's food service operation. The University shall have the option of participating in the Contractor's audit and shall receive full reports thereof.
- 10.7 The only cash registers allowed on campus shall be those authorized or supplied by the University, and all transactions shall be recorded by the Contractor on such cash registers. The use of any other equipment may result in immediate termination of the Agreement by the University, in its sole discretion.
- 10.8 The University shall bill the sponsoring individual or organization directly for the costs of any special event and catering services. The University shall be responsible for invoicing and collecting fees due it from non-University groups. Costs incurred by the Contractor for services not permitted by or beyond the scope of this contract shall be an expense of the Contractor and shall not be an expense of the University. The University shall audit catering and conference sales reported on the period operating reports. Reported cash and charge sales shall be reconciled to University facility reservation records, customer catering number sequence invoices, and event menu and contract.
- 10.9 Taxes and Fees Payable by the Contractor:

The Contractor shall collect and pay the following taxes and fees:

1. Payroll taxes for the Contractor's employees;
2. Sales and use taxes, as applicable; except when the University acts as retailer; and
3. State and local property taxes, if applicable to the Contractor's inventory of food and supplies.
4. State and local sales taxes do not apply to charges for meals, food, food products or beverages served to individuals on a meal plan and furnished in accordance with any contract or agreement by a school.

11.0 MAJOR RENOVATIONS AND CONSTRUCTION PROJECTS

- 11.1. Contractor shall utilize the Major Renovations Fund to develop, design, construct and implement major renovation initiatives in the following locations (collectively "Projects" and individually "Project"):
- 11.1.1. Devil's Den: implement new branding and renovations;
- 11.1.2. New Eatery in the Southwest corner of Memorial Hall and Patio area;
- 11.1.3. New Retail space in the newly renovated Willard and DiLoreto Academic and Administrative Building; and
- 11.1.4. New Concessions area in the new Huang/Kaiser Recreation Center (specific location to be determined).
- 11.2. Each Project should support all aspects to ready these spaces for operational use subject to Section 7 of this Agreement.
- 11.3. Each Project shall include removal of all or part of the existing food concepts, as necessary. The following additional terms and conditions shall apply to each Project.

- 11.3.1. Contractor shall furnish or cause to be furnished all management, supervision, financing, goods, products, materials, equipment, systems, labor, services, permits, licenses, construction machinery, transportation and other facilities necessary for proper execution and completion of each Project.
- 11.3.2. All work related to each Project shall be performed in a workmanlike manner and in accordance with the standards currently practiced by persons and entities performing or providing comparable management, supervision, labor and services on projects of similar size, complexity and cost.
- 11.3.3. All designs, schematic or otherwise, for each Project are subject to CCSU's prior written approval.
- 11.3.4. All portions of each Project are subject to the University's prior approval, and all construction contracts shall contain insurance and indemnity provisions; guarantees and warranties; general Contractors, subcontractors, suppliers and materialmen, architects, engineers, consultants and inspection personnel (collectively "Construction Subcontractors" and individually "Construction Subcontractor") selection processes, and other terms and conditions acceptable to CCSU. All guarantees and warranties, if any, from all Construction Subcontractors, shall run directly to Contractor, but shall be made assignable and transferred from Contractor to CCSU upon completion of each Project.
- 11.3.5. Unless otherwise directed by CCSU, CCSU shall designate one CCSU employee who shall act as CCSU's representative for the purposes of any Projects from the effective date of this Agreement (the "Project Manager"). The Project Manger so designated shall:
 - 11.3.5.1. Be CCSU's representative during performance of each Projects;
 - 11.3.5.2. Ensure that the objectives of agency project programs are met including: design-guidelines, size, quality and schedule.
 - 11.3.5.3. Make final authorization on behalf of CCSU to the Contractor to procure both external and internal resources such as architects, engineers, sub-contractors, contractors, consultants and inspection personnel for each project that has been approved by CCSU.
 - 11.3.5.4. Conducts project planning conferences to review project proposal, determine scope of project, services required and evaluates architectural and engineering firms proposing to contract with Contractor.
 - 11.3.5.5. Makes final authorizations on behalf of CCSU to the Contractor for all phases of projects from inception through design, construction and up to and including furnishing and occupancy.
 - 11.3.5.6. Establishes resource requirements, confirms availability of funding and is responsible for monitoring and overseeing project budgets to ensure that all project costs remain within budget.
 - 11.3.5.7. Make final authorization on behalf of CCSU to the Contractor for all expenditures within the project.
 - 11.3.5.8. Monitors and directs contract execution.
 - 11.3.5.9. Confirm and give final authorization for all negotiated fees, terms and conditions, and ensures timely use of all resource groups.
 - 11.3.5.10. Ensures compliance with codes, permits and ensures timely resolution of construction problems.
 - 11.3.5.11. Consult on all design and with any necessary Construction Subcontractor(s) of the date of, and request their participation in, the walk-through inspection. The purpose of the

walk-through inspection will be to determine if there are defects or failures which require correction. When all defects and failures are corrected to CCSU's satisfaction and each Project is otherwise complete, Contractor shall have achieved Final Completion.

11.3.6. Contractor shall:

- 11.3.6.1. Direct their internal staff as part of the project management team.
- 11.3.6.2. Coordinates with the CCSU-Project Manager for all plans to determine scope of project and services required.
- 11.3.6.3. Comply with all applicable laws, statutes, building codes, regulations and lawful orders of all governmental, public and quasi-public authorities and agencies having jurisdiction over each Project.
- 11.3.6.4. Prepare and file documents required to obtain and maintain all necessary approvals and permits, including building permit(s), of all governmental authorities having jurisdiction over each Project.
- 11.3.6.5. Give all notices required by it of governmental authorities relating to each Project.
- 11.3.6.6. In the course of working on each Project, cooperate and communicate with CCSU and all other persons or entities as required for satisfactory and timely completion of each Project.
- 11.3.6.7. Under the supervision of the CCSU-Project Manager the Contractor evaluates architects, engineers, contractors and subcontractors proposing to contract with the Contractor. Prior to construction, the Contractor reviews and confirms all project proposals with final authorization to proceed from the CCSU-Project Manager.
- 11.3.6.8. With authorization to proceed from the CCSU-Project Manager the Contractor shall employ persons skilled in the tasks assigned to them and shall contract Construction Subcontractor(s) skilled in the tasks assigned to them and capable of working harmoniously with all trades, crafts and other individuals working on each Project.
- 11.3.6.9. Make no payments to any contractors for construction or renovations or perform any construction or renovations without the written permission from the CCSU-Project Manager.
- 11.3.6.10. Enter into written contracts with its Construction Subcontractor(s), if any, and those written contracts shall be consistent with the applicable provisions of this Agreement, including, but not limited to, insurance, indemnification and nondiscrimination. Contractor shall engage each of its Construction Subcontractor(s) with written contracts which preserve and protect the rights of CCSU and include the acknowledgment and agreement of each Construction Subcontractor(s) that CCSU is a third-party beneficiary of the contract.
- 11.3.6.11. Make available to each Construction Subcontractor(s), if any, prior to the execution of written contracts with any of them, a copy of this Agreement and all Project specifications and designs, schematic or otherwise, which have been approved by CCSU, including those portions to which the Construction Subcontractor(s) will be bound, and shall require that each Construction Subcontractor(s) shall similarly make copies of applicable parts of such documents available to all its respective subcontractors, suppliers, vendors and materialmen.
- 11.3.6.12. Include in its agreements with its Construction Subcontractor(s) a provision which contains the acknowledgement and agreement of the Construction Subcontractor(s) that it will abide

by the applicable terms, conditions and requirements set forth in this Agreement and its appendices.

- 11.3.6.13. Furnish goods, products, materials, equipment and systems which are new (unless otherwise specified or permitted) and without apparent damage and are free from defects.
- 11.3.6.14. Promptly correct or require the correction of all aspects of each Project that are rejected by CCSU irrespective of the date of rejection. Contractor shall bear all costs of correcting the rejected aspects, including but not limited to additional testing and inspections and compensation for all services and expenses necessitated by such correction. Should Contractor fail to promptly correct any failure or defect, CCSU may take whatever actions it deems necessary to remedy the failure or defect and Contractor shall promptly reimburse CCSU for any expenses or damages it incurs as a result of Contractor's failure to correct the failure or defect.
- 11.3.6.15. Name a representative (the "Builder's Representative") to serve as its primary communication contact with CCSU.
- 11.3.6.16. Retain in its records copies of all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, accounting records, documents reflecting the unit price of construction and other writings or things which document each Project, its design, and its construction. Contractor shall maintain substantiating records for five (5) years after CCSU accepts each Project as completed and for any longer period of time as may be required by law or good construction practice. If Contractor receives notification of a dispute or the commencement of litigation regarding any Project within this five (5) year period, Contractor shall continue to maintain all Project records until final resolution of the dispute or litigation.
- 11.3.6.17. Confirm availability of funding, formulate program goals and objectives, prepare internal quarterly and annual budgets, maintain contacts with individuals who might impact project activities, assist in planning and execution to ensure project needs are met, work to insure that project schedules are met and expedite resolution of project conflicts.
- 11.3.6.18. Provide a performance and payment bond, the penal sum of which shall be in an amount not less than each Project Price, and each bond shall:
 - 11.3.6.18.1. Be in a form approved by CCSU;
 - 11.3.6.18.2. Be executed by a company licensed and authorized to do business in the state of Connecticut;
 - 11.3.6.18.3. Be accompanied by a power of attorney certifying that the person(s) executing the bond has the authority to do so; and
 - 11.3.6.18.4. Be delivered to CCSU prior to commencement of each Project.
- 11.3.6.19. Bring creative ideas to the table which may impact the University's vision and strategic plan for dining services.
- 11.3.7. Contractor understands and acknowledges that CCSU may need access to or use of certain areas where work relating to a Project is being performed prior to completion of any Project, and that such occupancy, access or use shall not constitute CCSU's acceptance of the Project or any part thereof.
- 11.3.8. Contractor represents and warrants that if the cost to complete any Project is greater than the Project Price, Contractor shall bear the additional cost of completing the Project in conformance with the

specifications agreed upon by the parties and the standards set forth in this Agreement. If the cost of completing the Project is less than the Project Price, the savings shall be the sole property of CCSU.

11.3.9. The Builder's Representative shall meet weekly with the Professional to report upon the progress of each Project. CCSU shall have unfettered access to supervisory logs and other documentation of progress.

11.3.10. In addition to the warranties and guarantees set forth elsewhere herein, Contractor expressly warrants and guarantees to CCSU:

11.3.10.1. That each Project complies with all specifications approved by CCSU relating to each Project; and all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over each Project; and

11.3.10.2. That the goods, projects, materials, equipment and systems incorporated into each Project conform to applicable specifications, descriptions, instructions, drawings, data and samples and shall be and are (a) new (unless otherwise specified or permitted in writing) and without apparent damage or defect; (b) of quality equal to or higher than that required by CCSU; and, (c) merchantable.

11.3.11. All information, documents, and electronic media prepared by or on behalf of Contractor for each Project are the sole property of CCSU free of any retention rights of Contractor. Contractor hereby grants to CCSU an unconditional right to use, for any purpose whatsoever, any information, documents or electronic media prepared by or on behalf of Contractor for each Project, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents.

11.3.12. Upon the request of CCSU, Contractor shall make its records available during normal business hours to CCSU, its authorized representative(s) or to any state, federal or other regulatory authority. Any such authority, CCSU and its authorized representative(s) shall be entitled to inspect, examine, review and copy Contractor records at the copying party's reasonable expense, within adequate workspace at Contractor's facilities. Failure by Contractor to supply substantiating records shall be reason to exclude the related cost(s) from amounts which might otherwise be payable by CCSU to Contractor pursuant to this Agreement.

12.0 LEGAL FORCE AND EFFECT

This Agreement shall have no legal force and effect until it is approved as to form and signed by Office of the Attorney General of the State of Connecticut. The State shall assume no liability for performance of services under the terms of this Agreement until the Contractor is notified by CCSU that this Agreement has been approved.

13.0 ENTIRE AGREEMENT

This written contract, with referenced parts and attachments, shall constitute the entire Agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by CCSU. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Office of the Attorney General.

Contractor

By: _____

Name: _____

Central Connecticut State University:

By: _____

Name: _____

Date: _____

Date: _____

Statutory Authority C.G.S. § 10a-151b

Attorney General's Office *approved as to form:*

By: _____

Name: _____

Date: _____