

UMBC

AN HONORS UNIVERSITY IN MARYLAND

UNIVERSITY OF MARYLAND BALTIMORE COUNTY

SOLICITATION #BC-21084-C

FOR

CAMPUS DINING SERVICES CONTRACT

ISSUE DATE: OCTOBER 24, 2017

Milestones	Day	Date	Time	Location/Comments
Pre-Proposal Meeting and Site Visit	Friday	11/03/17	9:00 a.m. – 11:00 a.m.	AOK Library, Room 767 (Note: Proposers limited to 3 people for site visit only.)
Technical Proposal Due Date (submitted electronically)	Thursday	11/30/17	On or before 4:00 p.m. (Eastern Time Zone)	Technic.srtzcfqs3ko6bmw3@u.box.com .
Interview Sessions	Monday	01/08/18	10:00 a.m. – 5:00 p.m.	UMBC Administration - Building #929
Interview Sessions	Tuesday	01/09/18	10:00 a.m. – 5:00 p.m.	UMBC Administration - Building #929
Financial Proposals (submitted electronically)	Tuesday	01/23/18	On or before 4:00 p.m. (Eastern Time Zone)	Financi.ha0sht5ku78llo9b@u.box.com .

The University is committed to ensuring that persons with disabilities have equally effective opportunities to participate in and benefit from the University's programs and services. Persons who may require reasonable ADA accommodations should contact the University's Procurement Office at 410-445-2273 at least five (5) days prior to any meeting scheduled in connection with this solicitation

UNIVERSITY OF MARYLAND, BALTIMORE COUNTY

1000 Hilltop Circle, Administration Building #923

Baltimore, Maryland 21250

www.umbc.edu

TABLE OF CONTENTS

SECTION I OVERVIEW

SECTION II BACKGROUND

- A. UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
- B. CURRENT DINING SERVICES CONTRACT

SECTION III DINING ON CAMPUS – SCOPE OF SERVICES

- A. CONTRACT TERM
- B. EXCLUSIONS/CLARIFICATIONS FROM SCOPE
- C. CURRENT ENVIRONMENT
- D. UMBC DATA/INFORMATION
- E. UNAMORTIZED INVESTMENT BY THE CURRENT CONTRACTOR
- F. CONTRACTOR RESPONSIBILITIES

SECTION IV UNIVERSITY RESPONSIBILITIES AND SERVICES

- A. CONTRACT ADMINISTRATOR
- B. PROCUREMENT OFFICER
- C. SERVICES PROVIDED BY THE UNIVERSITY
- D. OFFICE SPACE
- E. CAPITAL EQUIPMENT
- F. CONTRACTOR PERFORMANCE EVALUATION

SECTION V EVALUATION AND SELECTION PROCESS

- A. OVERVIEW
- B. PROCESS

SECTION VI INFORMATION REQUIRED IN TECHNICAL PROPOSAL

- A. ORGANIZATION OF TECHNICAL PROPOSAL SUBMITTAL
- B. TECHNICAL PROPOSAL CONTENTS

SECTION VII PRESENTATION/INTERVIEW SESSION

- A. PARTICIPANTS
- B. SCHEDULE

SECTION VIII INFORMATION REQUIRED IN FINANCIAL PROPOSAL

- A. OVERVIEW
- B. FINANCIAL PROPOSAL SUBMITTAL

SECTION IX GENERAL INFORMATION FOR PROPOSERS

- A. ISSUING OFFICE AND PROCUREMENT OFFICER
- B. PRE-PROPOSAL MEETING/SITE VISIT
- C. QUESTIONS AND INQUIRIES
- D. PROPOSAL DUE DATE
- E. DURATION OF PROPOSAL OFFER
- F. MINORITY BUSINESS ENTERPRISE UTILIZATION
- G. ADDENDA TO RFP
- H. PRE-PROPOSAL MODIFICATION OR WITHDRAWAL OF OFFERS
- I. CANCELLATION OF SOLICITATION/REJECTION OF ALL PROPOSALS
- J. DISCUSSIONS
- K. INCURRED EXPENSES
- L. ARREARAGES
- M. VERIFICATION OF REGISTRATION AND TAX PAYMENT
- N. ECONOMY OF PREPARATION
- O. PUBLIC INFORMATION ACT NOTICE
- P. EXECUTION OF PROPOSALS
- Q. DISCREPANCIES, EXPLANATIONS AND CLARIFICATIONS
- R. ORDER OF PRECEDENCE
- S. PROPOSER RESPONSIBILITIES
- T. CONTRACT FORM
- U. PAYMENT TO THE CONTRACTOR; TAXES
- V. PRESS RELEASES
- W. VENDOR ELECTRONIC FUNDS TRANSFER REGISTRATION
- X. NON-VISUAL ACCESS
- Y. PARKING
- Z. SMOKING
- AA. ANTI-BRIBERY
- BB. COMPLIANCE WITH LAWS
- CC. DELAYS AND EXTENSIONS OF TIME
- DD. DISPUTES
- EE. DRUG AND ALCOHOL FREE WORKPLACE
- FF. INDEMNIFICATION
- GG. INTELLECTUAL PROPERTY
- HH. MANDATED CONTRACTOR REPORTING OF SUSPECTED CHILD ABUSE AND NEGLECT
- II. MARYLAND LAW PREVAILS
- JJ. MODIFICATIONS AND AMENDMENTS
- KK. NON-DISCRIMINATION IN EMPLOYMENT
- LL. NON-HIRING OF OFFICIALS AND EMPLOYEES
- MM. OWNERSHIP OF DOCUMENTS AND MATERIALS
- NN. POLITICAL CONTRIBUTION DISCLOSURE
- OO. RESPONSIBILITY FOR CLAIMS AND LIABILITY
- PP. RETENTION OF RECORDS
- QQ. SPECIFICATIONS
- RR. SUBCONTRACTING OR ASSIGNMENT
- SS. SUSPENSION OF WORK

- TT. TERMINATION FOR DEFAULT
- UU. TERMINATION FOR CONVENIENCE
- VV. FERPA OBLIGATIONS
- WW. SOFTWARE CONTRACTS

ATTACHMENTS

- ATTACHMENT 1 UMBC Sanitation Standards
- ATTACHMENT 2 UMBC Dining Hours
- ATTACHMENT 3 UMBC Residential Information (Fall 2016 – Spring 2018)
- ATTACHMENT 4 UMBC Meal Plan Counts (Fall 2016 – Spring 2018)
- ATTACHMENT 5 UMBC Meal Plan Prices (FY2017 and FY2018)
- ATTACHMENT 6 UMBC Retail Sales (FY2017 and FY2018)
- ATTACHMENT 7 UMBC Dining IT Matrix
- ATTACHMENT 8 UMBC Camps and Conferences (2017)
- ATTACHMENT 9 Registered Dietitian Responsibilities
- ATTACHMENT 10 Background Checks
- ATTACHMENT 11 Capital Equipment Maintenance
- ATTACHMENT 12 Housekeeping Responsibilities for Contractor and UMBC
- ATTACHMENT 13 Building Systems Cleaning and Maintenance for Contractor and UMBC
- ATTACHMENT 14 Addendum Acknowledgement Form
- ATTACHMENT 15 Financial Proposal Form (to be provided by addendum)
- ATTACHMENT 16 Contract between UMBC and Dining Services Contractor
- ATTACHMENT 17 UMBC Event Center – Food Services Drawings (FS101-FS104)
- ATTACHMENT 18 Meal Plan Calendar – 2017-2018

SECTION I - OVERVIEW

The University of Maryland, Baltimore County (UMBC) is seeking a dining services partner to invest strategic, tactical and financial resources toward aggressively creating and maintaining a “best in class” campus dining experience based on key values and principles as described below. The University is pursuing a partner with a professional food service management provider that is a leader in the field, who offers a best practice approach to residential, retail, and concessions services and views UMBC as a flagship account and an incubator for new programs, services, technologies and management strategies.

- *Quality Preparation* – The majority of our food will start as freshly prepared food that minimizes the use of processed and frozen foods with healthful cooking techniques such as baking, roasting, steaming and braising
- *Variety* – Provide diverse food offerings to include a broad selection of authentic culturally diverse offerings taking into consideration the shifting ethnic, racial and international demographics of the campus community (e.g. Indian, Halal, Asian, Hispanic, etc.). Offerings are to address special dietary needs such as vegetarian, vegan, low fat, high protein, gluten free, Kosher, allergen free service to include but not be limited to gluten, lactose, nut and shellfish. No entrée duplication between lunch and dinner on the same day in the dining hall with an entrée menu cycle that demonstrates variety.
- *Value* – Food offerings that provide our students with appropriate value considering portion size, types of products, and competitive pricing.
- *Service Mix and Student Experience*– an innovative portfolio of retail and dining hall concepts that provide a thoughtful mix of service formats designed to satisfy a variety of consumer needs 7 days a week, such as periodic special offerings, fast casual, quick service and mobile food with ecologically friendly “to go” mechanisms (such as eco-ware and compostable). Uses innovative technology to facilitate ordering, payment and customer through put. Consideration is to be given to options for students in evening courses in the academic core, extended service hours during exam periods and in retail venues on weekends, and late night opportunities throughout the entire week including weekends in True Grit’s to contribute to a vibrant student life on campus.
- *Educationally Embedded* – The majority of our cooking and dining activity will be viewed as opportunities for our students to learn about the importance of good nutrition and portion size while also being exposed to culturally diverse food offerings. At the Point of Sale for every service station, display nutritional value information (with basic nutritional information such as portion size, calories, fat, sodium, etc.) In addition, a commitment to regularly scheduled special event and educational programming is expected with student engagement, to the extent feasible, environmental goals relative to energy and waste reduction and nutritional objectives.
- *Marketing and Business Development* – Ongoing commitment to proactive marketing/ communications in the areas of meal plan sales, retail sales, and concession sales (coordinated with the University’s Management firm in the new Event Center & Arena facility) events, and activities. Provision of a full-time, on-site professional Marketing Manager whose full assignment is marketing the Dining Services Program and collaborating with University entities as appropriate (e.g. Student Affairs, Enrollment Management, Athletics and Campus Card, etc.).

Include one paid Marketing student intern position in the staffing plan each year at wage rates that are competitive with other student employment options on campus.

- *Customer Service and Care* – An intentional and committee approach to staffing that results in staffing levels that are matched to customer demand. Friendly, courteous, knowledgeable and professional employees that receive regular training in technical, multicultural competency, and customer service skills. Staff members that communicate effectively when in positions for regular interaction with customers to create a welcoming and inclusive environment. An on-site management structure that provides dedicated managerial and supervisory resources for each service segment of the program; a team that is exceptionally knowledgeable, experienced, competent and professional in managing all aspects of UMBC's dining services program and includes a full time, on-site Marketing Manager. The management team should be collaborative with the University with a communication strategy that is proactive and accessible. The district and regional management needs to be responsive, experienced, and adept at partnering with a growing university in meeting evolving campus needs and that enables the on-site management to be nimble decision-makers. The Contractor shall develop partnerships on food-related issues (e.g. food recovery, food insecurity, etc.) with the campus community.
- *Wellness Expectations* – Careful attention to product mix to ensure a good selection of nutritionally healthy and healthily prepared and portioned food at all service locations. Provision of a full-time, on site, licensed dietitian to assist and educate on the subjects of nutrition and menu planning, weight management, and wellness for the campus community, with a particular focus on our students. The Contractor is expected to participate and collaborate with the University's Wellness programs.
- *Sustainability Expectations* – A comprehensive sustainability plan that addresses the following: (a) Purchase and transport of food to minimize environmental impact such as seasonally available local (within 150 miles) foods, grown and harvested using ecologically sound principles such as sustainable seafood, and certified as fair trade (with a target that 25% of food will meet one or more of this criteria); (b) Initiatives to ensure that management, kitchen and serving operations deploy resource-saving practices such as energy efficiency tactics; (c) Practices to minimize food waste; (d) Incorporate sustainable design principles in construction projects undertaken on campus; (e) Provide education to both customers and employees about innovations and reasons for operational decisions in food service; and, (f) full participate in the University's recycling program. Include one paid Sustainability student intern position in the staffing plan each year at wage rates that are competitive with other student employment options on campus.
- *IT Considerations* – Provision and management of all IT systems and services required to support the Dining Services Contractor's internal business operations. IT solutions must be compatible with the University's technology and Campus Card systems to support management and delivery of services. All system required for debit/credit or Campus Card transactions must be compliant with the Data Card Industry Payment Security Standards. Compliance with University's policies for information security, privacy and acceptable use. Maintenance of a Business Continuity/ Disaster recovery plan in the event of a critical failure of Contractor's or University's IT infrastructure. Provide website customization abilities for the on-site staff inclusive of number of clicks philosophy and search features.

- *Financial Expectations:* A fair and balanced compensation agreement that supports both the Contractor and the University in meeting their respective financial objectives. A favorable meal plan rate structure and a robust commission structure to the University sufficient to cover the University's direct and indirect costs of the Dining Services Program, as well as the ongoing capital renewal needs of the Program. Pricing for dining halls, retail operations, convenience stores, and concessions is to be competitive with the local market, consistent with other universities in the region, and appropriate for value being offered.

- *Sanitation and Maintenance Expectations:* Programs and standards that meet all state and local health department requirements inclusive food handling, proper sanitation and Hazard Analysis Critical Control Point (HACCP) standards. Meets UMBC's Sanitation Standards with periodic third-party sanitation reviews per Attachment #1 with housekeeping schedules that ensure consistently clean and attractive environments. Facility and equipment preventive maintenance and repair program that assist the University in maintaining the equipment that supports the dining services operation and maximizes the useful life of University assets. (Please note that dining services small wares are to be provided by the selected firm with the associated costs included in the firm's financial proposal.)

- *Performance Expectations:* The Contractor is expected to perform at a high level in the management and operation of the dining services program at UMBC based on creating and maintaining a "best in class" campus dining experience based on key values and principles as described above. The University will evaluate the Contractor on a minimum of an annual basis in the following areas: (1) customer service, (2) financial performance and (3) sanitation/housekeeping. (See Section IV for further details on this evaluation.)

In summary, the selected Contractor shall partner with the University and provide UMBC with all dining service management and operations personnel, technical support, training, food products, supplies, materials, systems, and effort necessary to operate the Dining Services Program at a level of quality that consistently meets or exceed the University's expectations.

SECTION II: BACKGROUND

- A. **University of Maryland, Baltimore County (UMBC):** Established in 1966, the University of Maryland, Baltimore County (UMBC) is one of twelve institutions that along with two regional centers constitute the University System of Maryland. UMBC is located on 482 acres with 4.2 million gross square feet and only 15 minutes from Baltimore’s Inner Harbor and 30 minutes from Washington, D.C. and five minutes from BWI Airport.

UMBC combines the emphasis on teaching found at the best liberal arts colleges with the innovation of a research university. UMBC’s students take full advantage of the educational, business, cultural, and recreational resources of Baltimore and Washington, D.C. At UMBC, students work alongside faculty who are leaders in their fields; think about the hard questions of society, science, and creative expression; and then move beyond the classroom to make a difference.

UMBC is increasingly recognized as a major resource for building the State’s economy and addressing its social concerns. More than 70% of UMBC’s 53,600 active alumni live and work in Maryland, contributing significantly to the State’s economic and social vitality. See UMBC’s Office of Institutional Research for further details on students, faculty and staff at <https://umbc.app.box.com/s/h4civ1jwutv4140oxjv0dcqdjpcnjou>.

In Fall 2016, UMBC had 13,640 enrolled students of which 45% are minority enrollments from nearly all 50 states and more than 80 nations, creating a richly diverse student body. In the fall 2017, Residential Life reported full occupancy with a total of 4,042 students living on campus and a waitlist; of this total, 2,573 are in residential facilities that require mandatory meal plans. Below please find the breakdown by room type and building for additional context.

Type	CPK	PAT	SUS	PMC	ERK	HBR	WH	TER	HSD	Total Beds
Single	21	37	22	20	14	118				232
Double	294	450	282	330	434	222				2012
Triple	15	54	6	12						87
Quad			12							12
Single 9 Month						64				64
Double 9 Month						124				124
Apartment		2				2	236	263	394	897
Overflow	12		12		18					42
Total RL Beds	342	543	334	362	466	530	236	263	394	3470
Add Walker	572									4042

UMBC continues to be recognized for its academic program, innovation, value and campus environment including the following recent rankings:

1. The 2018 U.S. News & World Report guide ranked UMBC (a) the 7th Most Innovative university in the nation, (b) #13 top national university for Strong Commitment to Undergraduate Teaching and (c) one of the nation’s top universities overall on the Best National Universities’ list.

2. Princeton Review named UMBC one of the nation's top universities in its 2018 guide and featured UMBC in 2017 as one of the "Colleges that Pay You Back."
3. UMBC was designated a "Minority Serving" institution for the U.S. Department of Education in February 2017.
4. UMBC was named one of the nation's top academic workplaces for the 8th consecutive year by the Chronicle of Higher Education.
5. For the eighth consecutive year, *Kiplinger's Personal Finance* has named UMBC a [Best Value College](#), featuring UMBC on both its "top 100" public universities list and "top 300" national list. UMBC is one of just three universities in the state of Maryland to be featured for 2017.
6. Both Forbes and Money magazines again recognized UMBC as one of the top value universities nationwide, providing one of the best investments that students and their families can make in higher education in 2017.
7. Fiske Guide to Colleges recognized UMBC for top academics and supportive community in its 2017 guide.
8. UMBC is featured among Business First's top 75 public colleges and universities in the US, jumping up 10 spots from the 2016 rankings.
9. Times Higher Education ranked UMBC in the top 5% of global universities in the 2016-17 academic year and as one of the world's top young universities for the 5th year.

UMBC's research expenditures totaled \$78.5M for fiscal year 2017. UMBC is ranked among the Top 20 U.S. universities in NASA funding and is classified by the Carnegie Foundation as a Doctoral University – Higher Research Activity.

UMBC's new multi-purpose Event Center & Arena facility is in the final phase of construction and is anticipated to be open in January 2018. The purpose of the new facility is to host a variety of University and non-University events including commencement, convocation, concerts, family shows, featured speakers, banquets, etc., along with National Collegiate Athletics Associate (NCAA) athletic games and practices for men's and women's basketball and women's volleyball. More specifically, the goals to be accomplished by design and construction of the new facility are:

- Develop a flexible, multi-purpose spectator facility with a capacity of 4,567 seats in a U-shaped arrangement and another 1,000 seats on the floor with the necessary spectator support facilities such as concessions (3), catering, hospitality, restrooms, security and guest services that can be easily reconfigured to support both the NCAA Division 1 Athletics program (American East Conference) and a variety of non-athletic events.
- Create an athletics venue, with all the necessary performance and support facilities, to be one of the best mid-major level, NCAA Division 1 facilities in the nation and to support recruitment and retention of high-quality student-athletes.

- Provide the campus with a facility to host both university events as well as outside events.

This state-of-the-art facility will anchor UMBC's growing Division 1 athletics programs while enabling current students to realize their full promise and potential. The Event Center will serve as a community entertainment resource for Baltimore and the surrounding region. UMBC is developing a select cohort of partners who see the value of the Center as a highly-visible centerpiece of a long-term relationship. The Event Center is **a multi-purpose facility** (i.e. not solely for athletic events) located on the campus adjacent to the UMBC Stadium Complex. Additional information on the Event Center is available at <http://fm.umbc.edu/projects/event-center/>

The University has engaged an outside firm to promote, manage and operate this facility. The selected Dining Services Contractor will coordinate/collaborate with this firm relative to concessions and catering in this facility.

See a complete history of UMBC at <http://lib.guides.umbc.edu/umbchistory/umbctimeline>. The Dining Services website may be found at <https://www.dineoncampus.com/umbc>. The current Campus Master Plan may be found at <http://www.umbc.edu/campusplan/documents/CommunityMeeting2.18.10.pdf>. A new Campus Master Plan is in process and will be available in March/April 2018.

- B. Current Dining Services Contract:** UMBC has engaged an outside contractor to provide dining services. The current contract is a performance-based service contract which commenced on July 3, 2008 and ends at midnight on July 2, 2018. Dining services are provided throughout the year with fall, winter and spring semesters and two (2) summer semesters. Select retail venues are open during the summer months from the end of the spring semester to the beginning of the return of students for the fall semester.

SECTION III: DINING ON CAMPUS – SCOPE OF SERVICES

- A. **Contract Term:** The initial contract term between UMBC and the selected Dining Services Contractor (“Contractor”) is five (5) years beginning on July 1, 2018 through June 30, 2023. The University reserves the right, in its sole discretion, to renew the contract up to two (2) five-year renewal options. If unspent funds remain at the expiration of the then current contract term, the University reserves the right to extend the contract, on a month-to-month basis, as necessary to facilitate the transition to a new contract. The extension may not exceed one-third (1/3) of the length of the initial term.
- B. **Exclusions/Clarifications from Scope:**
1. Vending Services are excluded from the scope of the Dining Services Contract. The current contract ends July 31, 2019.
 2. Beverage Pouring Rights are excluded from the scope of the Dining Services Contract but the selected Dining Services firm will be required to purchase Coke products. This contract ends in January 31, 2027.
 3. The University currently has catering contracts in place but they are not exclusive. Therefore, the firm awarded the dining services contract will be able to provide catering services on campus on the same non-exclusive basis. Catering services for the Event Center will be handled separately between the Event Center Management firm and the selected Dining Services Contractor on a non-exclusive basis. Proposers are advised to give considerations to the associated requirements and back-of-the-house facilities for catering on campus, particularly in light of the new Event Center.
 4. The UMBC’s YUM Shoppe is a convenience store that is part of UMBC’s Bookstore operation and is not limited in its food/beverage offerings.
- C. **Current Environment:** The current environment is summarized below but all proposers are encouraged to check the UMBC Dining Services website for complete information at <https://www.dineoncampus.com/umbc>.
1. ***Dining Services Program:*** The current program offers the meal plans outlined below. The dining plans are designed to accommodate the diverse needs of our students. Students can use their dining plan at all of the dining venues excepting Skylight Room in the Commons. (See C., 2 below for the current list of dining venues by location). Below please find features of the meal plan program.
 - a. **Meal Exchange:** Students on any meal plan can take advantage of the Meal Exchange option. With this option, students can “trade” a meal at The Commons Market Street, the Commons Sports Zone, University Center and the AOK Library. The current Meal Exchange value is \$6.10 for breakfast, lunch, dinner and late night. In other words, a student can use the Meal Exchange Value toward an a la carte purchase in any retail location. It is important to note that if the Meal Exchange option is used, a student’s meal plan cannot be used at any dining location until the next meal period unless the meal plan is one of the “flexible” plans as described below.

- b. Flex Dollars: Some meal plans include Flex dollars which work like a debit card and funds are deposited into a student's account as part of the Meal Plan purchase. Flex dollars are designed for students to use to cover food purchases between meals or late night snacks at various retail locations, guest meal purchases and amounts that exceed the Meal Exchange value. The terminals display the student's remaining balance at the end of each purchase. Flex dollars can only be used in dining services locations. Unused flex dollars do not carry over to the next semester with one exception; that is, Flex dollars do carry over from Winter Session to the Spring Semester.
- c. Meal Zones: There are currently four (4) meal zones as follows: (1) Breakfast – 6 - 11am; (2) Lunch – 11 am-2pm; (3) Dinner – 4-8 pm; and, (4) Late Night – 8 pm – 2am. Meal zones do not apply to "flexible" meal plans (Flexible 10 and Flexible 14).
- d. Changes in Meal Plans: Residential students have the option of changing their meal plan during the first two weeks of the semester. After the second week, they can only move to a larger plan. Commuter students can change their plan at any time.
- e. UMBC Dining Hours: Current hours of operation are provided for each dining venue in Attachment 2.
- f. Other Note: Weekly Plans will reset to the full count at the beginning of each week; unused meals do not carry forward. Block Plans *excluding faculty/staff meal plans* end on the last day of the semester; unused meals do not carry forward to the next semester.

1.1 *Meal Plans for Residential Students*

- a. The Ultimate: Unlimited access to True Grit's Dining Hall or one retail meal swipe per meal period plus 80 Flex Dollars and 5 Guest Meals in True Grit's.
- b. Flexible 14: Fourteen (14) meals per week that can be used any way the student chooses during the week, 85 Flex Dollars and 5 Guest Meals in True Grit's. (Note: Flexible plans allow students to eat more than one meal per meal period.)
- c. Flexible 10: Ten (10) meals per week plus 90 Flex Dollars and 5 Guest Meals in True Grit's. (See note about regarding the definition of Flexible.)
- d. Savvy 16: Sixteen (16) meals per week plus 105 Flex Dollars and 5 Guest Meals in True Grit's.
- e. Terrific 12: Twelve (12) meals per week plus 90 Flex Dollars and 5 Guest Meals in True Grit's.
- f. The Super Block: Two hundred twenty-five (225) meals per semester plus 100 Flex Dollars and 5 Guest Meals at True Grit's.

- 1.2 *Meal Plans for Commuter Students:* Commuter students can purchase any of the meal plans noted above for Residential Students. The following additional plans are also available to Commuter Students:
- a. Flexible 5: Five (5) meals per week plus 60 Flex Dollars
 - b. Mega Block: Fifty (50) meals per week plus 25 Flex Dollars
 - c. Mini Block: Twenty-five (25) meals per semester.
- 1.3 *Faculty/Staff Meal Plans:* The block plans noted below are available to faculty and staff. Faculty/staff meal plans *do not expire* and the 75 block plan is available via payroll deduction but need to be purchased prior to the deadline each August. These meal plans can be used at True Grit's or any retail dining location on campus (excluding Skylight Room which has a separate program). With the retail venues, faculty/staff can purchase the station's meal deal or use the meal equivalency (currently \$6.10 per meal) towards the retail purchase. Faculty/staff can purchase multiple Faculty/Staff Block Meal Plans.
- a. 75 Block Plan: Seventy-five (75) meals
 - b. 20 Block Plan: Twenty (20) meals
 - c. 10 Block Plan: Ten (10) meals
 - d. Skylight Plan: Purchase ten (10) Skylight Room meals and get the 11th meal free.
- 1.4 *Meal Plan Calendar:* See Attachment #18 for Meal Plan Calendar in True Grit's for current 2017-2018 year.
2. *Dining Services Locations* are provided below:
- a. True Grit's Dining Hall which includes Outtakes
 - b. The Commons Market Street with the current venues: (1) Salsaritas, (2) Pollo, (3) 2Mato, (4) Masala, (5) Wild Green's, (6) Outtakes, and (7) Au Bon Pain.
 - c. The Commons Mezzanine with the current venues: (1) Hissho and (2) Mondo Subs
 - d. Commons Third Floor: The Skylight Room
 - e. University Center: (1) Chick-fil-A and (2) Starbucks
 - f. AOK Library: Pura Vida
 - g. Administration Building: Coffee Shop

3. Off Campus Meal Purchases: The University has agreements with the off campus merchants noted below. Students can purchase meals with their UMBC Campus Card using either Retriever Dollars and/or Food Funds for payment.

Retriever Dollars are funds that students manually adds to their campus card which can be used anywhere on campus (e.g. postage, bookstore purchases, event tickets, meal purchases, etc.) and for purchases at the off campus locations noted below. Retriever Dollars never expire.

Food Funds are monies a student manually adds to his/her card but can only be used for meal purchases on campus and at the participating off campus merchants noted below.

Meal plans cannot be used at these off campus locations. Flex dollars cannot be used at these merchants with the exception of Papa John's.

- a. Paul's Restaurant
- b. Sorrentos of Arbutus
- c. Peace A Pizza
- d. Papa Johns
- e. Subway

4. Rewards Programs: See the UMBC Dining Services website and the UMBC Campus Card website for information on these programs.

D. **UMBC Data/Information**: The following data/information relative to dining services is provided in the attachments to this solicitation document as indicated.

1. UMBC Residential Information: Data is provided on the number of UMBC students by residence hall (mandatory plan) or apartment complex (voluntary plan) and semester (Fall 2016 through Spring 2018) in Attachment #3.
2. UMBC Meal Plan Counts: Data is provided on the number of meal plans sold by meal plan type for Fall 2016 through Spring 2018 (projected) in Attachment #4.
3. UMBC Meal Plan Prices: Prices of each meal plan is provided for FY2017 and FY2018 in Attachment #5.
4. UMBC Retail Sales: Sales dollars are provided for each retail location for FY2017 and FY2018 in Attachment #6.
5. UMBC Dining IT Matrix: A matrix for each system related to dining services is provided indicating the designated owner, funding, administration, user and support between UMBC and the Contractor in Attachment #7.
6. UMBC Camps and Conferences: A list of the 2017 UMBC camps and conferences is provided with the name of the organization, number of participants, start date and end date in Attachment #8.
7. UMBC Meal Plan Calendar: The calendar for 2017-2018 is provided in Attachment #18.

- E. **Unamortized Investment by the Current Contractor:** There is currently an unamortized investment by the current contractor as of July 1, 2018. The successful contractor shall be required to provide a “contract buy-in” by July 1, 2018 that shall be amortized on a straight-line basis over 5 years, starting July 1, 2018.” The amount of this unamortized investment will be provided to the shortlisted firms in this procurement.

“The successful Contractor meets this ‘contract buy-in’ obligation by issuing either a check or a wire transfer in the specified amount directly to Compass Group USA, Inc., UMBC’s current dining services contractor (“Current Contractor”), who is under contract with the University until midnight on July 1, 2018. This payment is to be provided directly to the Current Contractor within seventy-two (72) hours after the full execution of the contract between the University and the successful Contractor. The Contractor shall obtain a signed receipt from the Current Contractor to confirm their receipt of this payment; within two (2) weeks from the date of receipt by the Current Contractor, the successful Contractor shall provide the University with a copy of the signed receipt by the Current Contractor for its records.”

F. **Contractor Responsibilities:**

1. Programmatic Responsibilities:

- a. Days and Hours of Operation. Contractor shall provide service days and hours to meet the intent of the program expectations outlined in the above “Overview” section including service that may be required between breaks to accommodate University sponsored and off-campus programs. Minimum days and hours of operation, on a per-location and service basis, shall be established and agreed to annually as part of the Annual Plan.
- b. Dining Programs. Contractor shall provide, at no additional charge, a variety of programs and special dinners for meal plan holders, including holiday and special “theme” dinners complete with costumes, decorations and music appropriate for the occasion. These shall be scheduled not less than monthly during fall and spring semesters, and be advertised at least one week before the event, in addition to being posted on the website.
- c. Special Needs. Contractor shall accommodate special diets for students based on the diverse student population demand or when prescribed in writing by a physician. Arrangements and menus for “Sick Trays,” using “to go” containers and plastic flatware, shall be as mutually agreed by University and Contractor.
- d. Kosher/Halal/Vegetarian/Vegan. Contractor shall provide menu options that meet the needs of Kosher and Halal as dining options in both the dining hall and retail locations 7 days a week as well as vegetarian and vegan. The cost of all products and services (including any required supervision) should be included in the financial proposal. A Kosher Station is included in True Grit’s.

- e. Retail Dining. Contractor is encouraged to offer, subject to University approval, as many corporate, regional and/or national branded concepts as deemed appropriate and financially feasible. Contractor will review with the University any business plans for subcontracting prior to finalization of any agreement or conducting of business. The University reserves the right to approve any Subcontractor and/or Subcontractor business plans.
- f. Summer Camps and Conferences. Contractor shall provide “All You Care to Eat” style meals during the summer term for conference participants and summer session students, with service, variety, food quality, preparation and presentation equal to that provided during the academic year.
- g. Concessions. Contractor shall provide event appropriate concessions at University athletic events and other events as needed. For UMBC’s new Event Center & Arena facility, the University has engaged an Event Center Management firm who is responsible for the promotion, management and operation of this facility. The Contractor will be required to coordinate/collaborate with the Event Center Management firm regarding concessions in this facility to ensure the appropriate patron experience inclusive of proper staffing levels, menu offerings, and points of sales. The Concessions commission for the Event Center shall be 37.5% of the gross concession revenues. Concessions are currently offered for men’s and women’s basketball, and lacrosse and women’s volleyball. Men’s and women’s basketball and women’s volleyball will be played in the new Event Center. See <http://umbcretrievers.com/composite> for Athletics’ full schedule. Concessions will also be offered for non-University events that the Event Center Management firm will be scheduling in this facility (e.g. concerts, family shows, etc.). In addition, beer and wine will be served for non-University events and liquor will be served in VIP spaces only for all events.
- h. Emergency Services. Contractor shall provide food service under emergency circumstances (e.g., snowstorms and other severe weather, fire, earthquake, pandemic, power failure, equipment failure, etc.) in accordance with the University’s Emergency Preparedness Plan (see <http://police.umbc.edu/files/2016/02/UMBC-Emergency-Response-Plan-Updated-December-2015.pdf>). The University will reimburse Contractor for emergency food service, except the costs of providing food service to meal plan participants. In some emergency instances, food service areas and facilities may be used for purposes other than food service; however, Contractor will not be reimbursed loss of revenue from interruption of dining program operations, or for use of food service areas or facilities for such emergency purposes.
- i. Wellness Program. Contractor shall develop and implement a comprehensive program of nutritional information identifying healthy options, coordinated with the University’s Division of Student Affairs – specifically, University Health Services and Residential Life as well as the Human Resources Department.

2. Human Resources Responsibilities:

a. Required Staffing. Contractor shall employ, at a minimum, the following onsite management team:

- 1) One full time, on-site General Manager/Resident District Manager (aka Food Service Director or GM/RDM) whose sole responsibility shall be the dining program specified in this RFP. The GM/RDM will have no other management or supervisory responsibility for other Contractor operations or businesses; exceptions shall be at the sole discretion of the University and approved in advance.
- 2) One full time Resident Dining Director to manage the residential dining program.
- 3) One full time Retail Dining Director to manage the retail dining program.
- 4) One full-time, campus-wide Executive Chef. The Executive Chef shall be certified by an accredited culinary arts program or through the American Culinary Foundation, with particular emphasis on recipe development, menu development, and food cost control and inventory management. The Executive Chef shall be dedicated to the University's dining program and have no other management or supervisory responsibility for other Contractor accounts or businesses.
- 5) One full-time Registered Dietitian whose responsibilities include the promotion of nutritional services to the University's dining program and other responsibilities per Attachment #9 for requirements and responsibilities.
- 6) One full-time Marketing Manager whose sole responsibility is marketing the University's dining program.
- 7) One full-time Controller/Finance manager
- 8) An adequate staff of assistant/operational managers, supervisors and employees to provide excellent service to the University's dining program, as well as expertise in administration, purchasing, human resources, etc. as required. The University retains the right to review staffing patterns and job schedules, and to require Contractor to alter same to assure adequate staffing.
- 9) The current hourly dining associates are represented by the Mid Atlantic Regional Joint Board of Workers United.

Notes:

- Per the Overview above, the successful Contractor shall include one paid Marketing student intern position and one paid Sustainability

student intern position in the staffing plan each year at wage rates that are competitive with other student employment options on campus.

- In addition, the University reserves the right during the contract term to review and approve candidates for the above positions.
- b. Uniforms. Contractor employees shall be attired in neat-appearing uniforms with name tags. Contractor shall ensure that its employees wear proper, safe, and neat-appearing footwear while on duty. Contractor employees shall wear name tags at all times while working.
- c. Background Checks. In light of the proximity to minors and youth camps, Contractor shall implement a policy to ensure that each employee assigned to the University undergoes a criminal history check prior to permanent placement, compliant with Attachment #10. Contractor shall consider the following factors in determining whether or not to offer employment to an applicant:
 - 1) Nature and gravity of the offense or offenses;
 - 2) Time elapsed since conviction or completion of sentence; and
 - 3) Nature of the job held or sought.

Contractor shall conduct background checks of potential employees and not employ unqualified candidates. The Administrator must be made aware of the Contractor's employment of a person with a criminal history or changes in an employee's criminal history during employment.
- d. University Policies/Rules/Regulations: Contractor personnel shall be subject to University policies, rules, codes of conduct, and regulations in effect for University employees while on campus.
- e. Identification Badges: Upon request, Contractor shall provide some or all of its employees with photo identification badges using the University Campus Card. Campus Card ID's will be issued by the Campus Card Office. The University will furnish initial cards at no charge; lost or replacement cards will be at the current replacement rate.
- f. Notifications to the University: Contractor shall immediately notify the University of impending labor, employee and vendor problems or any other circumstances that could adversely affect the operation of the Campus Dining Program.
- g. Key Control. Contractor shall be responsible for the control and safekeeping of all keys issued by the University, and for the replacement cost of lost keys including, if necessary, changing lock(s) to maintain building security. Contractor's key management program shall be approved by the University and must adhere to University's key policies and procedures. Contractor shall immediately notify the University when terminating any employee with card/key access. Should a key be lost or stolen, Contractor will be responsible for all expenses related to re-keying. **Note:** The term "key" refers to metal, electromagnetic, combination lock, or any other method the University chooses, in its sole discretion, to use to secure its facilities.

- h. Security. Contractor shall be solely responsible for security of its own property, and of personal property under its custody and control at all campus dining locations (including the personal property of Contractor employees and agents), and for repairs to, replacement of, and compensation for such property arising from theft, loss or damage thereto.
- i. Training. Contractor shall ensure that all employees are properly trained in all aspects of dining services operations including, but not limited to: HAACP requirements, ServSafe® (all managers and supervisors), equipment handling, cleaning/sanitation, sustainability, life safety, and customer service. Contractor employees assigned to events where alcohol is served shall be certified in Training for Intervention ProcedureS (TIPS) or equivalent, and recertified once every three years, at a minimum.

In addition, the Contractor shall provide regular staff training (on a quarterly basis at a minimum) on the subjects of diversity, multi-cultural, and customer services. The Contractor shall train staff to wear their identification badges at all times during their working hours, regardless of their position.

3. Administrative and Management Responsibilities

- a. Annual Dining Services Plan. Contractor shall develop and implement an Annual Plan for successful continuation of the dining program for each year of the contract term. Contractor's initial Annual Plan shall be submitted with its RFP response and refined during contract negotiations with the University, with implementation to begin immediately upon contract award. For subsequent contract years, the plan shall be submitted on or before May 1st (with the exception noted in 1) below) for the succeeding contract year, and include requests for:
 - 1) Board rate change requests (due February 1st for the succeeding year);
 - 2) Ancillary price* changes, summer camps and conferences and pre-semester feeding activities, etc.
 - 3) Rate/price changes in retail and concessions; and
 - 4) Programmatic changes and new initiatives, area renovations and concept changes.

The dining services plan shall include meal options during breaks for continual occupancy students as well as graduate and international students including December closure.

Note: For the first year of the agreement (7/1/18-6/30/19), the current meal plans types are to remain "as is" due to the approval process for University Board and Room rates. In the early fall 2018, the Contractor can discuss proposed meal plan changes, if any, with the University's Contract Administrator for implementation in the subsequent fiscal year; any meal plan changes must be finalized by December of the then current year.

***Note:** Ancillary prices for the first year of the contract (7/1/18-6/30/19) shall be as noted below with prices for subsequently years to be negotiated with the successful firm using the CPI Index for Food Away from Home as a gauge:

- **Pre-Semester Meal Plans for Early Arrivals, Freshmen and RA Orientation and Move-in:** There are a number of students (Athletes, Residence Life Staff, etc.) that arrive on campus up to three weeks prior to the start to the fall semester. The pre-semester meal plan rates that will be paid to the contractor for the 2018/2019 contract year will be under either of the following structures:

- Meal Plan Rates as Follows:

Ultimate Plan \$14.25/day
 16 Meal Plan \$14.18/day
 12 Meal Plan \$11.50/day

- Per meal rates will be provided in accordance with the individual meal rates per the conference rates noted below for 300 and up attendees.

Note: For FY18 pre-semester periods, there were four (4) days for the fall (August 26, 2017– August 29, 2017) and one (1) day for the spring (January 27, 2018). The FY18 pre-semester costs are estimated at \$110,000.

- **Summer Camps and Conferences:** The contractor shall be required to provide dining services to support the UMBC Camp and Conference program. The rates paid to the contractor for the Camps and Conferences during the 2018/2019 contract year will be as follows:

Meal	Up to 300 Attendees per event	300 and up Attendees per event
Breakfast	\$6.10	\$5.80
Brunch	\$9.00	\$8.70
Lunch	\$9.00	\$8.70
Dinner	\$11.90	\$11.60
Daily Rate (3 meals)	\$27.00	\$26.00

Summer Casual/Guest Meal cash prices shall be equal to the per meal prices listed above for the “up to 300 Attendee” column. The rates for "Summer Camps and Conferences" will commence each year on the day after Memorial Day and continue to but not including the RA Move In Day each year.

- b. Pricing. Contractor shall provide menu and meal plan pricing to meet program expectations as outlined in the solicitation.
 - 1) Pricing shall be established and agreed to annually as part of the Annual Plan process. Contractor requests for pricing increases must be predicated on increases to the cost of doing business, and shall require substantiation in the form of labor projections, wage levels, food costs, related operating costs, and changing program needs. All proposed changes in pricing will be reviewed in good faith by the University, and must be approved in advance.

- 2) The basis for annual price adjustments shall be the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, Food Away From Home for the month of December preceding the start of each contract year (July 1). The change in this index for the period ended December 2016 was 2.3 percent. The Contractor shall request an annual price adjustment no later than ninety (90) days prior to the end of the then current term; such requests are sent to the Procurement Officer.
 - 3) Should the University enter into a sponsorship agreement or other relationship that increases Contractor costs, upon written proof of such increases, the University shall authorize Contractor, in writing, to make reasonable and proportional adjustments in the prices of food and beverages served (excluding beverages that are under the University's Pouring Rights contract).
- c. Supply Management. Contractor shall procure, via competitive specification buying, all food, beverages, supplies, and small wares necessary for effective operation of the dining program.
- 1) Contractor will purchase brand name products or equivalents, and will not compromise the quality of food and beverages served.
 - 2) Food, beverages, supplies, small wares, and equipment may be supplied by sources operated by the Contractor or a parent corporation, provided that the food and supplies are of acceptable quality, and competitively priced. Pricing and terms of contracts with suppliers controlled by or under common control with the Contractor shall be no less favorable than those obtainable in arms-length transactions in the general market for food and supplies of comparable quality.
 - 3) When and where reasonably cost effective, Contractor shall provide locally made products and use local vendors.
 - 4) Contractor shall purchase all additional small wares needed for proper operation of the dining program, including enrollment and meal plan growth. Contractor shall provide ongoing replacement of par stock. Small wares shall remain the property of the Contractor.

- d. Food Specifications. Contractor shall emphasize use of fresh foods as opposed to canned or frozen, and minimize use of processed foods, and those containing antibiotics and growth additives. Minimum food specifications include, but are not limited to:
- 1) Meats. All meats shall be inspected and passed for wholesomeness by the U.S. Department of Agriculture (USDA) and/or the local health department. Ground beef shall not exceed 20% fat content. Meats served shall be prepared from the grades and types that will produce high quality finished products; items such as steaks and roasts shall be prime or choice grade, and all pork and manufactured and processed items pork products shall be No.1 grade.
 - 2) Fresh Fruits and Vegetables. All fruits and vegetables shall be top grade (e.g., Extra Fancy), depending on the specific fruit or vegetable used in preparation of the finished product.
 - 3) Frozen Foods. All frozen foods shall be U.S. Grade AA or A, depending on the specific product, packed under continuous inspection by the U.S. Department of Agriculture.
 - 4) Fresh Eggs. All fresh eggs shall be U.S. grade AA (Large), and cage free.
 - 5) Fresh Poultry. All poultry shall be Grade A or better, inspected and passed for wholesomeness by USDA inspector.
 - 6) Fresh Seafood. All seafood, fresh or frozen, shall be of Grade A quality and conform to all standards and regulations of the USDA, FDA and the Monterrey Bay Aquarium's Seafood Watch List Best Practices. Frozen fish and seafood shall be of nationally distributed brands, packed under continuous USDA inspection.
 - 7) Canned Fruits. All canned fruits shall be U.S. Grade A Fancy or Grade B Choice. Routine inspections shall disclose no dented cans or rusted cans in inventory.
 - 8) Dairy Products. Milk products shall be Grade A, RSBT free, and fortified with Vitamin D. Ice cream shall contain not less than 10% butterfat, not exceed 85% overrun, maximum 3% stabilizer, and be available in a minimum of 3 flavors. Butter and margarine shall be minimum 92 score. Cheeses and Frozen dairy products shall comply with USDA standards.
- e. Capital Equipment Maintenance. The University owns and maintains all equipment at its expense, including non-routine maintenance and repairs. Contractor shall perform routine cleaning and light maintenance according to manufacturers' recommendations to maintain all capital equipment in excellent repair and condition, and be responsible for the cost of repair and/or replacement of University owned equipment resulting from negligence, or from the acts or omissions of Contractor or its employees. (See Attachment #11 for further details.)

- f. Marketing. As part of each Annual Plan, Contractor shall develop and implement a proactive marketing and communications plan to promote the dining program to the University community, and maximize sales of meal plans, retail dining, and concessions.
- 1) To insure high quality communications that meet University needs, Contractor shall work closely with the University's Office of Institutional Advancement to develop marketing and communications materials, incorporating mobile applications and other social media where feasible.
 - 2) Contractor shall use the approved UMBC logo on all letterhead, business forms, correspondence, advertisements, promotional pieces, marketing, etc., subject to approval by the University's Office of Institutional Advancement.
- g. Information Technology
- 1) *Technology Plan*. As part of each Annual Plan, Contractor shall develop a technology plan for University review and approval. The plan shall identify all technology initiatives for the year, and include the name, brief description, statement of benefits, scope, proposed timeline, required resources (including any University resources requested), and funding sources for the initiative. Each initiative must be compatible with the University's technology environment, and must be submitted in writing and approved by the University. The plan is to include planning associated projected changes in the technology environment (e.g. mobile payment methods, online ordering, etc.).
 - 2) *Point-of-Sale Registers*. The University's Campus Card/Mail Services Department manages the University Campus Card program and provides each student with a University ID card. The University currently utilizes the Cbord CS Gold system to manage ID cards and meal plans. All Dining Services point-of-sale transactions use the Campus Card over a Micros System (hardware and software) owned by the University; Contractor shall program and maintain this system (or any system that UMBC may have in the future) for all point-of-sale transactions and reporting to the University.
 - 3) *Contractor-owned IT Systems*. Contractor shall furnish, program and maintain its own hardware and software for all administrative and "back of house" operations, maintaining compliance with all applicable federal, state, USM, University, and industry technology standards and regulations.
 - 4) *Website*. Contractor shall establish and maintain, at its own expense, a high-quality, informational website for the dining program, linked to the University's Dining Services website. Any third-party advertising on the Contractor's website shall be subject to the University's prior written approval. The Contractor shall update the website constantly with current menu information, promotions and events. On-site staff must have the ability to provide website customization inclusive of number of clicks philosophy and search features.

- h. Contractor Pre-Opening Expenses. Contractor shall fund all pre-opening expenses of the dining program including, but not limited to, travel, meals, lodging, opening promotions and advertising, accounting and operating manuals and systems, interviewing and relocation, salaries and fringe benefits, crew training, small ware purchases and other expenses related to preparing for, and commencing services to begin July 1, 2018.
- i. Working Capital. Contractor shall provide all necessary working capital for successful operation of the University's dining program, and shall operate on its own credit, paying all costs of operations from its own accounts.
- j. Vehicles. Contractor shall furnish, maintain, and insure all vehicles necessary for required services, including routine routing of supplies and materials, and catering deliveries, as provide adequate qualified and licensed staff to operate them. Note: Per University policy, only lightweight vehicles (e.g., electric) are allowed on roads in core campus.
- k. Billing and Payment
- 1) The University will collect all meal plan sales.
 - The contractor will receive a nightly report from the University that will show number of active meal plans per meal plan type for the day. Based on this report, the contractor shall invoice the University weekly for active Meal Plans per day as well as Flex Dollars, Retriever Dollars and Food Funds used. If the Contractor's sales receipt for Flex Dollars, Retriever Dollars and Food Funds differ from the University Cbord CS Gold Card System report, the University's report takes precedence. Payment will be in accordance with State of Maryland payment procedures, net 30 day terms. No advance billing or pre-payment arrangements shall be allowed. (See Section IX, W regarding EFT requirement.)
 - Contractor shall invoice the University at an agreed-upon semester interval for Block Meal plans sold.
 - 2) For dining program components where Contractor collects revenues:
 - Commission payments will be calculated based on rates proposed by Contractor and accepted by the University in the final contract documents.
 - Contractor shall remit commission payments to the University not later than the 30th day after the close of the month, and shall include sufficient supporting documentation to enable the University to verify all calculations on which commission payments were based.
 - If Contractor fails to remit adequately documented commission payments on time and in the proper amount, the University will assess a 5% charge payable with the next commission payment. The charge will increase by 5% each month until the commission and all applicable charges are paid in full.

- I. Accounting and Internal Controls. Contractor shall:
- 1) Maintain such accounting books and records in connection with dining program operations as the University may require. The University reserves the right to have its representatives, including the Office of Legislative Audits, audit Contractor's books and records and other files pertaining to the dining program. Contractor shall cooperate with the University and/or auditors in the performance of their oversight responsibilities.
 - 2) Establish policies and procedures for internal audit and controls, and make a copy of such policies available to University officials immediately upon request. Contractor shall review internal controls at regular intervals to ensure that controls remain in place and are effective.
 - 3) Maintain sufficient cost accounting and reporting capabilities to facilitate measurement of its performance against projected budgets.
 - 4) Furnish information bearing on the cost of dining operations as they affect maintenance of satisfactory sales prices, as requested by the University.
 - 5) Develop and maintain an ongoing inventory of Contractor-owned (unamortized) and University owned equipment (excluding small wares) for the purpose of inventory valuation and control, and furnish same to the University annually, throughout the contract term.
- m. Required Reports. Within thirty (30) days after the close of each period, Contractor shall furnish the University with a complete set of monthly financial statements. Failure to provide accurate reports on the time schedule will result in a \$500 charge to the Contractor for each week overdue. Monthly reports shall include:
- 1) Monthly profit and loss statements for the dining program in aggregate, with supporting, individual profit and loss statements for each dining operation, as well as concessions and summer conference/camp dining;
 - 2) Commission report with revenue reported separately by retail location, and for catering, reconciling commissions payable to the University with sales reported on the profit and loss statements, and with the commission check; and
 - 3) Operating statistics for each dining location.

- n. Legal Responsibilities. Contractor shall:
- 1) Comply with applicable laws, ordinances, regulations and rules of federal, state, and local authorities relating to food service operations and alcoholic beverages, including but not limited to, sanitation and safety requirements, health policies and procedures, wages and hours of employment, taxes, discrimination or discriminatory conduct, and Equal Employment Opportunity;
 - 2) Promptly submit results of all inspections to the University's Contract Administrator;
 - 3) Obtain all necessary permits and licenses and pay all inspection fees associated with its operation of the dining program;
 - 4) Collect and remit to the appropriate taxing authorities all federal, state, and local taxes on Contractor operations;
 - 5) Remit all licenses and/or franchise fees as required by approved third-party licensing and/or franchising contracts, and furnish copies of same to the University; and
 - 6) File and maintain records for a period of three (3) years from date of final payment (or longer, if required by law) of all necessary federal, state, and local forms and claims filed in connection with operation of the dining program.
- o. Baltimore County Liquor Licensing. Contractor shall purchase and secure its own liquor licenses. Contractor is also required to apply for and secure, in the University's name, all one-day liquor licenses for events not covered by areas where existing licenses are held. For the UMBC Event Center, the Contractor shall obtain, at its own cost on an annual basis, a yearly liquor license as beer and wine will be served at non-University events in this facility as well as liquor for VIP areas and functions.
- p. Performance Indicators: The Contractor shall provide the following for evaluation of its performance:
- 1) Customer Service:
 - *Customer Complaints/Response:* The Contractor shall provide access to the designated UMBC's Student Affairs (SA) representative to view only complaints as they are received (either online or via email) and the Contractor's response to each. The SA representative shall discuss complaints, as warranted, with the Contractor's Resident Manager if there are concerns with the response and/or the associated timeliness. At a periodic operations meeting between UMBC and the Contractor, any issues or concerns with customer complaints and the Contractor's response will be discussed accordingly. On an annual basis, an overall assessment of the Contractor's performance with customer complaints will be conveyed to the Contractor.

- *Events:* The Contractor shall submit a quarterly report (excluding summer months) of special/ marketing events to the designated UMBC's Student Affairs representative. This report shall identify each event held during the previous month inclusive of the name/type of event, date(s) held, and number of participants, and feedback received. This report shall include both Contractor and University sponsored events.
- *Fall Semester Customer Survey:* Each fall semester the Contractor shall conduct a survey on customer satisfaction. The survey process is to include primarily students but also faculty and staff. The survey tool as well as the date/time for such surveys will be submitted by the Contractor to UMBC's Contract Administrator for approval at least 1 month in advance of issuance. The Contractor shall include some type of incentive to maximize participation in the survey (i.e., a prize given to a student/faculty/staff member via a name draw from those who responded to the survey). The first survey will be conducted sometime in the fall 2018 with a target of 1200 responses. The Contractor shall compile the survey results and submit these to UMBC within three (3) weeks of survey completion and the survey tool is to have the ability to track each group separately so that overall results and group specific results can be analyzed. Reports will be compiled and distributed and reviewed with the University to discuss key drivers of satisfaction and areas of improvement. Subsequent to the survey results reporting, the Contractor shall provide the Contract Administrator with an action plan to address the areas of improvement. The Contractor will update the University on the implementation of the action plan at the regularly scheduled meeting with the University. The Contractor's survey results will be compared to the Skyfactor benchmarking survey or other similar survey as determined by the University. The Contractor must achieve results equal to or greater than the Skyfactor survey results. In the future, UMBC may elect to use survey results from its aspirational peers to validate the Contractor's survey results.
- *Spring Semester Focus Groups:* Each spring semester the Contractor shall engage an outside firm to conduct focus groups with students to obtain feedback on food quality, price and variety, customer service, etc. A report on the results of these focus groups is to be submitted to the Contract Administrator for review by the University. Subsequent to the focus group report, the Contractor shall provide the Contract Administrator with an action plan to address the areas of improvement. The Contractor will update the University on the implementation of the action plan at the regularly scheduled meeting with the University. It is the University's preference that the Dining Services Contractor utilizes an outside firm to conduct the focus groups and prepare the associated report.

2) Financial Performance:

- *Monthly Financial Report:* On a monthly basis, the Contractor shall submit detailed operating statements to the Contractor Administrator for each Monthly Accounting Period and maintain books and records in accordance with generally accepted accounting principles.

UMBC shall review the detailed operating statements with the Contractor as part of the monthly financial review. It is the intent of UMBC that the Contractor makes a fair and competitive profit level from their operations at UMBC in accordance with the industry. Discussions will be conducted between UMBC and the Contractor if the profit level is higher than appropriate; these discussions can include the Contractor investing in other student activities or enhancements to the food services program

- *Quarterly Report:* The Contractor shall provide a quarterly report inclusive of the following:
 - Increase/decrease in the number of meal plan participants;
 - Increase/decrease in revenue;
 - Number of canceled meal plans; and,
 - Status of the renovation work by the Contractor inclusive of project description, project estimate, dollars spent to date and anticipated completion date.

The University will evaluate this information based on the outcome expectation of increasing the number of meal plan participants and increase revenues for both parties.

3) Sanitation/Housekeeping Performance: As previously noted, the Contractor shall meet the University's Sanitation Standards. The Contractor will be evaluated on its performance with respect to sanitation as follows:

- Monthly Reviews: The University representatives and the Contractor's Resident Manager will engage collectively in monthly reviews of each food venue area; these reviews will be scheduled or random occurring once per month for the entire 12 months of the year. A Monthly Review Recording Tool will be used to evaluate the Contractor in each facility; this tool will include a numeric rating for each area and a score of 85% is required. Below is a listing of each facility and the associated rating.
 - True Grit's Dining Hall: Entry foyers (10), loading dock (5), restrooms (25), dining areas inclusive of cleaning tops of tables (30), serving areas (25), and kitchen (20).
 - Commons: Serving areas (25), seating areas inclusive of cleaning tops of tables (30), kitchen (20), condiment stands/beverage stands (15) and storage areas (5).

- University Center: Serving areas (25), seating areas inclusive of cleaning tops of tables (30), kitchen (20), condiment stands/beverage stands (15) and storage areas (5).
- Administration: Serving areas (25), seating areas inclusive of cleaning tops of tables (30), kitchen (20), condiment stands/beverage stands (15) and storage areas (5).
- AOK Library: Serving areas (25), seating areas inclusive of cleaning tops of tables (30), condiment stands/beverage stands (15) and storage areas (5).

The University's outside consultant will conduct the monthly reviews and provide a report. The Contractor is to exceed an overall rating of 85% on a monthly basis, based on the total reporting tool results. The University will provide the Contractor's management team a bonus per semester for each percentage point over the specified percentage achieved each month (based on the overall percentage achieved) up to \$1,000/month or \$12,000 per year; conversely the Contractor is to be penalized \$100 for each percentage point under the specified percentage per the monthly reporting tool results up to \$1,000/month or \$12,000 per year.

- Quarterly Reviews: On a quarterly basis, the University and its outside consultant will meet with the Contractor to discuss (i) the monthly reviews for all locations, (ii) review any facilities issues which are the University's responsibility (i.e., broken floor tiles, etc.) and (iii) conduct a review of the non-standard sanitation work by the Contractor in the True Grit's Dining Hall as follows:

- Ceilings and walls in the kitchen, serving and dining areas, clean the exterior of the hood in Wing II and upholstered furniture at least twice per year in the serving and dining areas during semester breaks; this work is to be performed by an outside professional cleaning company under a separate agreement with the Contractor.

The overall rating of 85% as noted above applies to this non-standard sanitation Work.

4) Sanitation, Housekeeping, and Sustainability Responsibilities

- Food Safety and Quality Assurance. Contractor shall ensure that all requirements of HACCP, ServSafe®, and the Baltimore County Department of Environmental Health are maintained at all times in the operation of the dining program.

- Housekeeping. Contractor shall be responsible for:
 - Housekeeping and sanitation of all food service loading docks, receiving, storage, support, ware washing, production, service, and dining areas (with the exception of mechanical and electrical rooms), including occupational health and safety measures necessary to comply with federal, state, and local laws, ordinances, and regulations.

 - Restrooms located in the “back of house”, or within a secure dining service controlled area. These areas shall be cleaned daily and supplied with associated paper supplies and hand soap. Daily cleaning of public restrooms in or around facilities associated with the dining program, except as otherwise noted is the responsibility of the University.

 - Proper deposit of used oil to grease traps, and securing of used oil in cleaned/locked units on loading docks, in accordance with the University’s Environmental Health and Safety program.

 - Collecting and containerizing trash, garbage and recyclables generated by the dining program, and removing all Contractor-generated trash and recyclables to designated University trash containers, recycling containers, or compactors, as necessary.

 - Maintaining dining and public circulation areas of each dining program operation in a clean and in sanitary condition throughout the work day. All interior and exterior dining facility tables and chairs shall be straightened throughout meal times, and at the end of each day.

 - Deep cleaning and sanitizing all food service work areas and equipment twice annually, during shut-down periods.

Note: See Attachment #12 for a detailed listing of housekeeping responsibilities for the Dining Services Contractor and UMBC’s housekeeping contractor.

- Sustainability Plan. In coordination with the University’s “Sustainability” initiatives, Contractor shall develop and implement a comprehensive sustainability plan for the dining program; for further information, see <http://sustainability.umbc.edu/>.

- 5) Capital Improvement Plan: If a proposer is recommending any capital investments to implement its proposal, the information on the specific plans is to be included in its Technical Proposal (see page 36, B, 4 below). The amount that the Contractor is proposing to invest in those plans is to be included in its Financial Proposal. Any capital improvement plans are subject to UMBC's written approval.

The successful firm will initially be required to provide floor plans and renderings illustrating any proposed design, as well as identification of any temporary dining needs resulting from the project and the proposed solution for the University's review and approval. Upon approval of the initial proposed design, complete construction documents are to be provided to the University for its final approval.

The Proposer's Financial Proposal is to include the dollar amount of investment the Proposer will make for the capital projects it proposes in its Technical Proposal.

SECTION IV: UNIVERSITY RESPONSIBILITIES AND SERVICES

- A. **Contract Administrator.** The dining program contract shall be managed and monitored for compliance by the University's designated Contract Administrator:

Terry Cook
Senior Associate Vice President for Administrative Services
University of Maryland, Baltimore County
1000 Hilltop Circle, Administration Building, 9TH Floor
Baltimore, Maryland 21286
410-455-2939
tcook@umbc.edu

- B. **Procurement Officer.** The University's Executive Director of Procurement & Strategic Sourcing will serve as the Procurement Officer for this contract.

Elizabeth Moss
Executive Director, Procurement & Strategic Sourcing
University of Maryland, Baltimore County
1000 Hilltop Circle, Administration Building 7th Floor
Baltimore, MD 21250
410-455-2540
emoss@umbc.edu

- C. **Services Provided by the University.** The University will furnish, at its cost, the following in support of the dining program:

1. Reasonable electrical, gas and water service, except as otherwise noted. Contractor shall aggressively manage energy use, in conjunction with the University's sustainability program.
2. Telephone and data jacks, as well as local landline telephone service will be provided to the Contractor. Long distance calls are to be made on the cell phones provided by the Design Services Contractor to its staff members.
3. Although the contractor shall be responsible for furnishing and maintaining their internal office and food service production computer equipment and software. Other than a small set up charge, University network data lines at standard bandwidths are available to the contractor with no month line charges. (See D below for details on existing office furnishing.)
4. Cleaning and maintenance of building ventilation systems, including deep cleaning of all exhaust hood duct work, plenum chambers and roof fans as required by local fire department authority, except as otherwise noted as a Contractor responsibility. Maintenance and repair of electrical and plumbing systems, except repairs resulting from negligence, acts or omissions of Contractor and/or its employees. (See Attachment #13 for further information.)

5. Regular cleaning of walls (above 7 feet from the finished floor), windows, light fixtures (including light bulb replacement), draperies, and blinds in dining program facilities on an annual basis.
 6. Semi-annual waxing and buffing of floors and deep cleaning of carpets in public areas in dining program facilities.
 7. Pest control in all dining program receiving, storage, support, ware washing, production, serving, and dining areas. Contractor shall maintain sanitation practices that support the University's efforts in this area.
 8. Reasonable trash and recyclables removal from designated University receptacles.
 9. All necessary services related to the successful operation of the buildings related to operation of the dining program, excluding services provided by the Contractor under the terms of this contract.
 10. Cleaning and maintenance of grease traps.
- D. Office Space. The University will provide the Contractor with available and adequate office space for its onsite management and administrative personnel, as well as existing office furnishings in these spaces in the dining services offices located in True Grit's, the campus dining hall.
- E. Capital Equipment. The University will make available to Contractor all University-owned furniture, fixtures, and equipment (FF&E) associated with the dining program. Contractor shall keep all FF&E in good repair and condition, and protect it against loss, pilferage or destruction. The University will replace FF&E as needed for proper operation of the dining program during the contract term. See Attachment #11 for specifics on the Contractor's responsibilities for the maintenance of FFE items.
- F. Contractor Performance Evaluation: The University will evaluate the Contractor on a minimum of an annual basis as follows:
1. Customer Service:
 - a. *Customer Complaints/Response*: The designated UMBC's Student Affairs (SA) representative will view only complaints as they are received (either online or via email) and the Contractor's response to each. The SA representative shall discuss complaints, as warranted, with the Contractor's Resident Manager if there are concerns with the response and/or the associated timeliness. At a periodic operations meeting between UMBC and the Contractor, any issues or concerns with customer complaints and the Contractor's response will be discussed accordingly. On an annual basis, an overall assessment of the Contractor's performance with customer complaints will be conveyed to the Contractor.
 - b. *Events*: The SA representative will review the Contractor's quarterly report (excluding summer months) of special/ marketing events and provide any comments in writing or at the regularly scheduled meetings with the Contractor.

- c. *Customer Survey*: The University will review the results of the fall semester survey and the spring semester focus groups and provide comments during the regularly scheduled meetings with the Contractor. The University will review the Contractor's action plans to address the areas of improvement identified in both the fall survey and spring focus groups and monitor these at the regularly scheduled meeting with the Contractor. The University will have UMBCs survey results from the Skyfactor survey (or other similar survey as determined by the University) reviewed with the Contractor and compared to the Contractor's fall survey results to ensure that the Contractor's results meet or exceed the Skyfactor survey results.
2. Financial Performance: The University will review the detailed operating statements with the Contractor as part of the monthly financial review to confirm that the Contractor is making a fair and competitive profit level from their operations at UMBC in accordance with the industry. Should the profit level be higher than appropriate, discussions will be conducted between UMBC and the Contractor to include the Contractor investing in other student activities or enhancements to the food services program
3. Sanitation/Housekeeping: The University will review the monthly sanitation reports to confirm that the overall level of 85% is being achieved. If the results differ, the University will meeting with the Contractor accordingly inclusive of incentive/penalty discussions.

SECTION V: EVALUATION AND SELECTION PROCESS

- A. Overview:** All Proposers' proposals will be evaluated. The Procurement Officer shall establish an Evaluation Committee to review and rate the proposals. The Committee shall be composed of the Procurement Officer and any other individuals that the Procurement Officer may appoint. The Committee may request additional technical assistance from any source.
- B. Process:**
1. Proposers are to submit the technical proposal via email to Technic.srtzcfqs3ko6bmw3@u.box.com by the designated due date/time indicated on the cover of this solicitation with the RFP number, due date and Proposer's Name. Submit two (2) sets of the technical proposal; one set is to be in MS Word and one version in the pdf format.
 2. An initial evaluation of proposals will be conducted by the University. Those firms who are shortlisted based on this evaluation will advance to the interview phase of the procurement.
 3. Interview sessions will be conducted with the short listed proposers as determined by the University. The purpose of these sessions is to meet the key personnel and discuss aspects of the Proposer's proposals. Interviews will be held as indicated on the cover of this solicitation; Proposers are advised to *set these dates aside to avoid any conflicts*.
 4. Following the interviews, a second phase evaluation will be conducted. Those firms who remain shortlisted based on this evaluation will advance to the Financial Proposal phase of the procurement and be requested to submit Financial Proposals.
 5. Negotiations may be conducted by the University with Proposer(s) as the University finds appropriate; such negotiations may include Discussion Sessions with individual firms and Best and Final Proposals.
 6. The University reserves the right to request Proposer to furnish its most recent audited annual financial statement or other financial report to confirm financial capacity and stability.
 7. The University reserves the right to visit any Proposer's current clients to review their dining services program and operation and include the results of these visits in its final technical evaluation.
 8. The University will choose from among the highest rated proposals the one which will best serve the interests of the University based on the technical and financial evaluation.

Further information may be requested by the University during the selection process.

UMBC reserves the right to take the following action without liability:

- Cancel this solicitation prior to an award;
- Reject in whole or in part, any and all proposals ;
- Negotiate with only one firm or multiple firms; and/or
- Accept any proposal in the best interest of the University.

SECTION VI: INFORMATION REQUIRED IN TECHNICAL PROPOSAL

A. Organization of Technical Proposal Submittal

The technical proposal is to be organized in the same sequence as described below in B is to address each separate item herein, confirming compliance and describing in detail how Proposer proposes to meet or exceed each requirement. Please ensure that pages are numbered and that the proposal clearly and concisely addresses each part of the RFP. *Do not include any price/financial information in the technical proposal.*

If product literature and other publications are needed to supplement Proposer's response, include a reference to the document name and page in text, and insert the product literature, etc. following the last section of the response or insert a link, as applicable.

B. Technical Proposal Contents: The information in the technical proposal is to be provided as requested and specifically in light of the University's expectations as described in (i) Section I – Overview and (ii) Section III, D – Contractor Responsibilities.

1. Executive Summary. A brief synopsis that demonstrates Proposer's understanding of the University's requirements, highlighting Proposer's proposed solution. (Limit to four (4) pages with a font size no smaller than 11 point.)
2. Response to RFP Expectations. Detail proposed management/delivery of services to meet the requirements of the Scope of Services, in the order presented:
 - a. Programmatic Elements. Include the following:
 - 1) *Overall Organization:* Details of Proposer's overall organizational commitment to a progressive dining services program, including company background, philosophy, qualifications, and a summary of your firm's experience that confirm ability to administer a successful dining program. (Limit 4 pages with a font size no smaller than 11 point.)
 - 2) *Short and Long-Range Goals and Objectives:* Proposer's approach to development of the University's dining program, with specific short and long-range objectives and goals. (Limit 5 pages with a font size no smaller than 11 point.)
 - 3) *Plan of operations:* Provide a plan for each dining program area (i.e., Meal plans, special needs, Kosher/Halal/Vegetarian/Vegan, Retail Dining, Summer Camps/Conference, Concessions, and Wellness) based on the current dining venues with proposed days and hours of operation inclusive of (i) hours and locations for late night dining, (ii) meal periods, (iii) healthy options and (iii) nutritional labeling in accordance with industry standards and FDA requirements.

b. Human Resources Elements. Include the following:

- 1) *Staffing:* Submit an organizational chart of the on-site dining services team with names and positions. (Note: The new Event Center will greatly expand concessions on campus. This facility will include both University athletic events and non-University events (e.g. concerts, family shows, etc.); this may have a bearing on the management staffing plan.)

Provide resumes and three (3) references for each of the following positions: (a) General Manager/ Resident District Manager, (b) Executive Chef, (c) Marketing Manager and (d) Dietitian. Experience included on each resume is to demonstrate the person's specific experience on contract similar in scope and volume to the requirements of this solicitation.

Note: By submitting the names for consideration by the University, the Proposer is committing these people to the University for this contract's duration if the selected firm. No personnel changes will be permitted without written authorization from the University via a contract amendment issued by UMBC's Procurement Office.

- 2) *Development.* Detail Proposer approaches to ongoing management training and staff development, including in-house training programs, professional association participation, and other efforts to maintain a highly skilled and professional staff (see D, 2, i above).
- 3) *Student Involvement and Employment.* The University is committed to offering students opportunities to develop effective vocational and professional competencies. Detail student employment and internship programs, and the manner in which student participation will be part of programming efforts including the two (2) paid internships identified above.

- c. Management and Administrative Elements. Include the following:
- 1) *Annual Plan.* Per Section III, D., 3, a, provide an initial Annual Plan for the first year of the contract. Omit pricing information, but include
 - Steps critical to successful contract startup, in a graphical representation that depicts dates and duration of each.
 - Detailed business plan with recommendations for enhanced program features to reduce expenses and increase revenues, to the extent possible, and increase student, faculty and staff participation in the dining program to include the following:
 - Meal plan options (to replace or supplement current plans)
 - New venues and menu items,
 - Marketing/promotions,
 - Concessions,
 - Programs/special event
 - Proposed venue layout and venue renovations to enhancements the dining service facilities on campus to ease congestion, improve dining areas and promote easy food access.
 - Provide a sample annual marketing plan and a sample annual customer service survey to gauge student and faculty satisfaction with the program, and develop benchmark quality data. Higher consideration will be given if these samples are from comparable contracts submitted under 3. below.
 - 2) *Accounting and reporting.* Detail Proposer systems that facilitate University's review of program financials, including audit controls, and provide sample reports.
- d. Sustainability: Provide an initial but comprehensive sustainability plan for the dining program, including use of locally grown foods (within 150 miles), foods grown and harvested using ecologically sound principle such as sustainable seafood, and certified as fair trade (and the percentage of food that will meet one or more of this criteria), recycling, composting, etc. (see Sustainability Expectations on page 4). (Limit 3 pages with minimum font of 11.)
- e. Technology: Provide a summary of the strategies and technology your firm will employ to engage students and market the dining services program to the campus community (Limit 2 pages with minimum font of 11).

3. Firm Experience and References
 - a. Firm Experience: Provide information on three (3) comparable contracts that are currently underway or were completed in the last three (3) years. This information is to include the following: Client's name, total number of years under contract, population size being served inclusive of number of meal plans, list of food venues (locations) and designation if residential/campus dining, retail dining or concessions, and estimated total yearly contract amount.
 - b. Firm References. Furnish reference data for the three (3) contracts submitted under 3, a. above. Include the name and telephone number of the client's administrator and/or procurement officer for each.

Note: The University reserves the right to verify all information given, if it so chooses, as well as to check any other sources available. As well, the University may utilize itself as a reference even if not provided as such by the Proposer. Please be sure that accurate information is provided and that the contact person provided is capable of speaking to your firm's capability in performing the services required. References will be held in the strictest of confidence.
 - c. Subcontractors. If applicable, list each subcontractor proposed for the University's contract, with a complete description of its role and involvement.
4. Capital Investments: If a proposer is recommending any capital investments to implement its proposal, the information noted below is to be included in its Technical Proposal. Any capital improvement plans are subject to UMBC's written approval.
 - a. Narrative description of any proposed capital projects inclusive of venue layout revisions, venue upgrades and/or venue renovations or additions;
 - b. For each proposed investment provide an implementation timeline (bar chart) from concept through completion of installation; and,
 - c. Summary investment schedule itemized by project and location and estimated total cost for each with total estimated cost.
5. Minority Business Enterprise (MBE) Participation: The MBE subcontract participation goal established for this contract is 3.5 percent (3.5%) of the gross reimbursements paid to the awarded firm by the University under the resulting contract. By submitting a response to this solicitation, the proposer agrees that this percentage of the total dollar amount of the contract will be performed by minority business enterprises certified by the Maryland Department of Transportation (MDOT). *Proposers are to include a statement in the technical proposal confirming their agreement with this MBE percentage.*
6. Addenda Acknowledgment Form. Should one or more addenda be issued to this RFP, Proposer shall acknowledge receipt of each on the Addendum Acknowledgement form found in Attachment #14 and include this in the proposer's technical proposal.

7. Other Notations:

- a. Solicitation Terms & Conditions: Proposers who propose terms and conditions inconsistent with the requirements of the solicitation *must* state those terms and conditions in the Technical Proposal. Mutually agreeable modifications of the solicitation provisions, if allowed by law, will be documented by express identification in the final contract as superseding the pertinent provisions of the solicitation.
- b. Confidential/Proprietary Information: Proposer shall identify those portions of its proposals considered confidential, or containing proprietary information or trade secrets. Upon request, Proposer shall provide justification why such material should not be disclosed by the University under the Access to Public Records Act, Title 10, Subtitle 6 of the State Government Article, Annotated Code of Maryland.

SECTION VII: PRESENTATION/INTERVIEW SESSION

- A. **Participants:** Only those Proposers who are shortlisted based on the initial technical evaluation will be requested to attend a Presentation/Interview session at the University. Each shortlisted AE firm will be required to have the following key personnel attend: a) General Manager/ Resident District Manager, (b) Executive Chef, (c) Marketing Manager, (d) Resident Dining Director and (e) Retail Dining Director. It is in the Proposer's discretion to include others but are cautioned that the University expects anyone in attendance to participate in the session.
- B. **Schedule:** The date and time of the Oral Presentation will be set by the University upon completion of the initial technical evaluation, however, this session(s) is (are) anticipated to be held on the dates noted on the cover of this solicitation document. Proposers are advised to set those dates aside in their entirety accordingly on the appropriate people's calendars to avoid any conflicts. The actual time and date will be verified with the applicable proposers at the time it is requested.

The purposes of the Presentation/Interview are as follows:

1. For the University to meet the Proposer's key personnel;
2. For the Proposer to present and discuss the following elements of its technical proposal:
 - a. Initial Annual Plan relative to start-up and detailed business plan only
 - b. Plan of Operation
 - c. Initial Sustainability Plan
 - d. Proposed Capital Investments, if any
 - e. Technology Strategies to be employed
3. For the Proposer to respond to other inquiries that the University has during the course of the session.

The Presentation/Interview session will be informal as the University is **not** interested in a marketing presentation; rather, we are requesting a round table discussion with the shortlisted firms on their plans for the dining services program at UMBC. The University representatives will interject their questions when the Proposer is on the specific topic. In light of this, the session will be scheduled for approximately two (2) hours.

Upon completion of the Presentation/Interview sessions, the University will conduct the Second Phase Technical Evaluation.

SECTION VIII: INFORMATION REQUIRED IN FINANCIAL PROPOSAL

- A. **Overview:** Per Section V, only those proposers who are short-listed based on the second phase technical evaluation conducted after the interview sessions will be requested to submit a financial proposal. The University seeks creative and innovative financial proposals to meet stated objectives and expectations.
- B. **Financial Proposal Submittal:** Complete the Financial Proposal Form (Attachment #15 to be provided by addendum) to submit prices, rates and other financial considerations. Include costs that may be applicable to the services being provided but have not been specifically requested. The Financial Proposal is to include the following:

1. Meal Plan Package Pricing: Complete meal plan package pricing including, at a minimum, pricing for all current mandatory meal plans, voluntary meal plans, faculty/staff meal plans, block plans, and individual/casual meal rates for patrons not participating in meal plans and meal exchange value. Include any types of promotions or reward programs associated with meal plans.

Note: The University will also consider alternate meal plan models; however, the financial proposal must include pricing based on the *currently available plans*.

2. Alternative Meal Plans Pricing: Recommendations and pricing for any alternative meal plan(s) proposed.
3. Retail Menu/Pricing Guide: A complete menu and pricing guide for all retail operations.
4. Ancillary Pricing as prescribed in Section III, F, 3, a. (page 19-20) for pre-semester, summer campus and conferences for the first year.
5. Commission Proposal: A complete commission proposal that includes:
 - a. Meal plans, both cash and point sales; and,
 - b. Concessions (see note regarding Event Center concessions commission percentage in Section III, F, 1, g)
6. Capital Investment: Include the dollar amount of investment the Proposer will make for the capital projects it proposes in its Technical Proposal during the initial term of the contract and for each renewal option.
7. Annual Scholarship Donation: Include the annual donation to support UMBC Scholarship activities. The initial donation shall be made within 30 days of the contract start date with subsequent years made on the contract anniversary date. The amount of the donation shall remain fixed throughout the contract period.
8. Annual Training Funds: Include the dollar amount of funds to be budgeted each year of the contract to train all staff members

9. Annual Marketing Funds: Include the dollar amount of funds to be budgeted each year of the contract to support marketing and promotional efforts.
10. Other Considerations: Include any other financial considerations to enhance the dining services program.

SECTION IX: GENERAL INFORMATION FOR PROPOSERS

A. Issuing Office and Procurement Officer

UMBC Office of Procurement & Strategic Sourcing is the Issuing Office for this procurement. The sole point of contact for this solicitation is the Procurement Officer or his/her representative (hereinafter referred to as Procurement Officer) as noted below.

The University's Executive Director of Procurement & Strategic Sourcing will serve as the Procurement Officer for this contract.

Elizabeth Moss
Executive Director, Procurement & Strategic Sourcing
University of Maryland, Baltimore County
1000 Hilltop Circle, Administration Building 7th Floor
Baltimore, MD 21250
410-455-2540
emoss@umbc.edu

Only the information communicated by the Procurement Officer shall be deemed the official position of the University; no other University employee, official, or representative has authority to respond to questions or change the requirements of this solicitation. Attempts by a Proposer to circumvent this procedure in any manner may be grounds for disqualification, at the Procurement Officer's sole discretion. This procurement is excluded from the USM Procurement Policies & Procedures; however, the award may require the approval of the University System of Maryland (USM) Board of Regents prior to full execution of the contract.

B. Pre-Proposal Meeting/Site Visit:

A pre-proposal meeting will be held as noted on the cover page of this solicitation document. This meeting will include a site visit to the current dining service venues/facilities on campus. Attendance at this meeting/visit is not mandatory but Proposers are encouraged to attend.

To ensure adequate seating, all Proposers are to confirm their attendance via email to Sharon Paul at spaul@umbc.edu by Wednesday, 11/1/17.

The University is committed to ensuring that persons with disabilities have equally effective opportunities to participate in and benefit from the University's programs and services. Persons who may require reasonable ADA accommodations should contact the Issuing Office at (410) 455-2273 at least five (5) days prior to any meeting scheduled in connection with this solicitation.

C. Questions and Inquiries: Proposers shall submit questions in writing to the Procurement Officer during the course of this procurement via email. The deadline for questions prior to the pre-proposal meeting is Friday, 11/10/17, by 4:00 p.m.

Addenda, if required, to respond to questions will be furnished to all potential Proposers who have received the RFP. +

D. Proposal Due Date

Proposals must be received as indicated on the cover sheet of this solicitation document. Late proposals, late requests for modification, or late requests for withdrawal will be considered, at the discretion of the Procurement Officer based on the best interests of the University.

E. Duration of Proposal Offer

Proposals submitted in response to this RFP are irrevocable for 90 days following the closing date for proposals or, if requested, the due date for best and final proposals. This period may be extended by mutual written agreement between the Proposer and the University.

F. Minority Business Enterprise Utilization

The MBE subcontract participation goal established for this contract is 3.5 percent (3.5%) of the gross reimbursements paid to the awarded firm by the University under the resulting contract. By submitting a response to this solicitation, the proposer agrees that this percentage of the total dollar amount of the contract will be performed by minority business enterprises certified by the Maryland Department of Transportation (MDOT).

A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

G. Addenda to the RFP

The University reserves the right to amend this solicitation at any time prior to the proposal due date. If it becomes necessary to amend any part of this solicitation, the Procurement Officer will furnish addenda to all prospective Proposers known to the University to have received a copy of the RFP.

H. Pre-Proposal Modification or Withdrawal of Offers

Proposals may be modified or withdrawn by written notice received at the Issuing Office at any time before the proposal due date and time without the approval of the Procurement Officer.

I. Cancellation of Solicitation/Rejection of All Proposals

The University reserves the right to cancel this solicitation, to accept or reject any or all proposals, in whole or in part, received in response to this solicitation, and to waive or permit cure of irregularities in the best interest of the University as determined by the Procurement Officer.

J. Discussions

The University reserves the right to conduct discussions with any qualified or potentially qualified Proposers, in any matter necessary to serve its best interests. The University also reserves the right to award a contract based upon written proposals received, without discussions or negotiations.

K. Incurred Expenses

The University assumes no responsibility for expenses incurred by Proposer in preparing and submitting a proposal, making an oral presentation, or participating in discussions or any other activity in response to this solicitation.

L. Arrearages

By submitting a response to this solicitation, Proposer represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for award.

M. Verification of Registration and Tax Payment

Each prospective Proposer is to ensure that it is appropriately registered to do business in the State of Maryland, and in good standing with respect to taxes, personal property returns, unemployment insurance, etc., before the closing date. Failure to complete registration with the State Department of Assessments and Taxation (SDAT) may disqualify an otherwise successful Proposer from recommendation for contract award.

N. Economy of Preparation

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Proposer's ability to fulfill the requirements of this solicitation.

O. Public Information Act Notice

Proposer shall give specific attention to identification of those portions of its proposal considered confidential, or containing proprietary information or trade secrets. Upon request, Proposer shall provide justification why such material should not be disclosed by the University under the Access to Public Records Act, Title 10, Subtitle 6 of the State Government Article, Annotated Code of Maryland.

P. Execution of Proposals

Proposals shall be typewritten or written legibly in ink, and signed in ink as follows, depending on the Proposer's form of business organization:

1. Sole Proprietorship. Proprietor shall sign full name, with address.
2. Partnership and Joint Venture. Submit the proposal in the name of the partnership or joint venture. Clearly state the partnership name and the identity of each general partner, and execute all affidavits and certificates on behalf of the partnership, or on behalf of each general partner. No provision of any agreement among partners will be binding on the University unless it is disclosed in the Proposer's proposal. Reasonable evidence satisfactory to the University of the authority of one partner to bind other purported partners is required. It is recommended that the proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists, and if the number of general partners is reasonably small, each general partner should execute all required documents included in the proposal. At the University's option, all general partners may be required to sign the proposal. Failure to present the University with satisfactory information concerning a purported partnership or joint venture may be grounds for finding a proposal unacceptable.
3. Corporation. An officer or authorized agent of the corporation shall sign with full name, indicate title, and include the name and address of the corporation. In the case of an authorized agent, enclose a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation.

Q. Discrepancies, Explanations and Clarifications

Should Proposer find discrepancies in the specifications or other provisions included in this solicitation, or be in doubt as to the meaning or intent of any section or subsection herein, Proposer shall request clarification from the Procurement Officer. Failure to request clarification prior to the due date shall be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents, and Proposer shall be bound to the University's interpretation. Request clarifications in accordance with the instructions above under "C".

R. Order of Precedence

The contract to be entered into as a result of the solicitation ("Contract") will consist of the following Contract Documents, listed in their order of precedence:

1. The contract issued by the University and executed by both parties;
2. The solicitation, including all attachments; and
3. Proposer's technical and financial proposals.

No modifications to this order of precedence will be accepted. Proposers who propose terms and conditions inconsistent with the requirements of the solicitation must state those terms and conditions in the Technical Proposal. Mutually agreeable modifications of the solicitation provisions, if allowed by law, will be documented by express identification in the final contract as superseding the pertinent provisions of the solicitation.

S. Proposer Responsibilities

The successful Proposer shall be responsible for all products and services required by this RFP. Subcontractors, if any, must be identified and a complete description of their role relative to the project must be identified.

T. Contract Form

The contract to be executed by the awarded firm is include in Attachment #16.

By submitting a proposal, Proposer is deemed to have accepted the terms of this solicitation including all attachments. All exceptions must be clearly identified in the Proposer's technical proposal; a proposal that takes exception to the terms of the RFP may be rejected.

U. Payment to the Contractor; Taxes

Payment is governed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland. The State of Maryland is exempt from Maryland Retail Sales Tax and Federal Excise Tax.

V. Press Releases

The successful Proposer shall issue no press release to any publication, including newspapers, with regard to work being conducted under this contract without the approval of the Procurement Officer.

W. **Vendor Electronic Funds Transfer Registration**

Contractors are required to complete a COT/GAD Form X-10, *Vendor Electronic Funds Transfer (EFT) Registration Request Form*, for each new contract with a value greater than \$200,000. Vendors must register for EFT by submitting a completed COT/GAD Form X-10 to the Comptroller's General Accounting Division (GAD) or request an exemption from GAD. The revised form is on the Comptroller's Web site at http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/default.shtml (double-click on link). The form will be provided to the successful firm as part of the contract process.

X. **Non-Visual Access**

The Contractor shall ensure compliance in any applicable contract with State of Maryland IT Non-Visual Access Standards. The standards should be incorporated to the fullest extent possible for information technology contracts. These standards/policies may be revised from time to time and the Contractor shall comply with all such revisions. The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this RFP is the basis for the standards that have been incorporated in the Maryland regulations.

Y. **Parking**

All vehicles parked on UMBC property must strictly observe University parking regulations. See <http://parking.umbc.edu/parking-regulations/> for full details. **NOTE:** Costs associated with parking fees are to be included in the Proposer's financial proposal.

Z. **Smoking**

Smoking, defined as the burning of tobacco or any other material in any type of smoking equipment, including but not restricted to cigarettes, cigars or pipes, is prohibited on all property owned, leased or operated by the University. See UMBC's smoking policy at <http://www.umbc.edu/policies/pdfs/UMBC%20SMOKING%20POLICY%20-%20001March2016.pdf> for details.

AA. **Anti-Bribery:** The Contractor warrants that neither it nor any of its officer, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

BB. Compliance with Laws: The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland (whether a domestic business or a foreign corporation subject to registration under the Corporations and Associations Article of the Maryland Annotated Code) and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract, including but not necessarily limited to: Maryland Building Codes, Americans with Disabilities Act, and the Maryland Occupational Safety and Health Act and related regulations; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

CC. Delays and Extensions of Time The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

DD. Disputes:

- (1) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.
- (2) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.
- (3) A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.
- (4) When a claim cannot be resolved by mutual agreement, the contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.
- (5) The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
- (6) The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the University.
- (7) The procurement officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.
- (8) Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

EE. Drug and Alcohol Free Workplace: The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the Term.

FF. Indemnification: The University shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.

- GG. **Intellectual Property:** Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, costs, or judgment for patent infringement, or trademark or copyright violation arising out of purchase of use of materials, supplies, equipment or services covered by this Contract.
- HH. **Mandated Contractor Reporting of Suspected Child Abuse and Neglect:** Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the University Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM/University Policy and Procedures are available in full at the following link: <http://www.usmh.usmd.edu/regents/bylaws/SectionVI/> and <http://humanrelations.umbc.edu/child-protection/> and are incorporated herein. The University reserves the right to terminate the contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community.
- II. **Maryland Law Prevails:** This solicitation shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- JJ. **Modifications and Amendments:** This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.
- KK. **Non-Discrimination in Employment (Non-Commercial):** The Contractor agrees:
1. not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, gender, pregnancy, sexual orientation, gender identity or expression, marital status, national origin, veteran's status, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a physical or mental disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test;
 2. to include a provision similar to that contained in subsection (a) above in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and
 3. to post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

LL. **Non-Hiring of Officials and Employees:** No official or employee of the State, as defined under General Provisions Article § 5-502 whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the contractor or any entity that is a subcontractor on this contract.

MM. **Ownership of Documents and Materials:** The Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of the contract shall at any time during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by the contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

Upon expiration or termination of this Agreement, Contractor will return all University property in a usable format (format to be determined at the time of expiration or termination) within a reasonable time, but no later than ninety (90) days following the expiration or termination of the Agreement.

NN. **Political Contribution Disclosure:** The Contractor shall comply with Election Law Article Title 14 Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections (a) before execution of a contract by the State (or University), a county, a municipal corporation or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30 to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html

- OO. **Responsibility for Claims and Liability:** The Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the services required under the contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the University, its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney's fees and litigation expenses arising out of or resulting from the negligent performance of the services of the Contractor under the contract.
- PP. **Retention of Records:** The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.
- QQ. **Specifications:** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
- RR. **Subcontracting or Assignment:** The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the University.
- SS. **Suspension of Work:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.
- TT. **Termination for Default:**
1. The University may, subject to the provisions of paragraph (3) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances: (a) If the Contractor fails to perform within the time specified herein or any extension thereof, or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.
 2. In the event the University terminates this contract in whole or in part as provided in paragraph (1) of this clause, the University may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the Contractor shall be liable to the University for any excess costs for substitute performance;

provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the University in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.
4. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the University, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the University, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."
5. If this contract is terminated as provided in paragraph (1) of this clause, the University, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the University, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the University; and the Contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the Contractor in which the University has an interest. Payment for completed supplies delivered to and accepted by the University shall be at the contract price. Payment for

manufacturing materials delivered to and accepted by the University and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The University may withhold from amounts otherwise due the Contractor hereunder such sum as the procurement officer determines to be necessary to protect the University against loss because of outstanding liens or claims of former lien holders.

6. The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
7. As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

UU. **Termination for Convenience:** The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2). As used in this section, State shall mean the State of Maryland and the University.

VV. **FERPA Obligations.**

CONTRACTOR acknowledges that University is obligated to comply with Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"). CONTRACTOR agrees that CONTRACTOR is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any University Data or University Content that is protected by FERPA and, therefore, CONTRACTOR agrees that with respect to all University Data and University Content that is protected by FERPA that CONTRACTOR accesses, receives, stores or controls, CONTRACTOR will comply with all obligations that FERPA imposes on a "School Official". Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall not use or disclose University Content or University Data, including education records as defined by FERPA, except as necessary to provide the Service to University and any such disclosures by CONTRACTOR in connection with this clause (i) shall only be to CONTRACTOR Contactor/Agents who satisfy the definitions of "School Officials" with a "legitimate education interest" as those terms are defined in FERPA; or (ii) to comply with Applicable Law (including subpoenas) or a binding order of Governmental Authority. CONTRACTOR will give University reasonable notice of any such request of a governmental or regulatory body (including any

subpoena) to allow University to seek a protective order or other appropriate remedy (except to the extent CONTRACTOR's compliance with the foregoing would cause it to violate a binding order of an Authority or Applicable Law). By way of illustration and not of limitation, CONTRACTOR shall not use such data for its own benefit and, in particular, will not engage in "data mining" of University Data or University Content or the sale of Personal Data, including, without limitation, the sale of student, faculty, or staff e-mail addresses. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR will not decrypt University Data or University Content or access or read unencrypted University Data or University Content. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement is intended to limit CONTRACTOR's obligations under this Section. CONTRACTOR shall indemnify and hold harmless the University from and against any and all claims, suits, proceedings, costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs, attorney's fees, and other reasonable expenses of litigation, which may arise out of, relate to, or be a consequence of, an unauthorized disclosure of educational records. CONTRACTOR will, upon discovery, or receipt of notice, of a potential, or actual, material unauthorized disclosure of educational records, immediately report said occurrence to the University. CONTRACTOR will work with the University to remediate the unauthorized disclosure (or anticipated unauthorized disclosure) at the expense of CONTRACTOR. The terms of the remediation are the sole and exclusive determination of the University.

WW. Software Contracts

1. As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this contract shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 21 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.
2. Contractor agrees that as delivered to buyer, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically upon the occurrence of selected conditions, or manually on command of Contractor.

ATTACHMENT 1
UMBC SANITATION STANDARDS

Sanitation practices in food Service operations is a critical discipline governed and reviewed by Federal, State and Local Regulatory Agencies. This document is not intended to reduce or modify the role such Agencies play in safeguarding sanitation practices relevant to the Food Service Production, Serving and Dining facilities At UMBC. The intent of this document is to alert the Outsourced vendor as to the minimum appearance standards acceptable at the UMBC Campus.

The University has a strong commitment to the health, and safety of its Educators, Students, Staff and Visitors. In addition the University requires service provisions that allow all surface detail, furnishings, and fixtures to attain or exceed their intended life cycle expectations. To this end the University has set reasonable thresholds of Custodial Maintenance Quality Outcome.

The matrix and attached criteria below will become the Standard of Service Delivery Expectation entrusted to the successful Contractor. The Contractor will utilize all resources required on any and all shifts required to maintain the minimum threshold of quality outlined. The desire of the University is that the Contractor should not see the minimum threshold as the goal but rather the starting point from which improved services will be launched.

The following matrix will provide the appearance expectations of the three service standard models incorporated by most Custodial Maintenance Service Providers. The appearance is what is anticipated immediately following the cleaning process.

Definition of Soil Load

- None No visible soils are present in surface viewed
- Trace Soils are not easily seen at first glance, they are present in less than 5% of surface
- Light: Soils are more easily seen and may be present in more than 5% but less than 15% of surface
- Moderate: Soils are more obvious and are present in more than 15% but less than 20% of component surface reviewed
- Heavy: Soils are of a level to cause concern for health and safety, soils are present in 20% or more of component surface reviewed.

Definition of Building Systems

- Ceilings Horizontal overhead surfaces including ceilings, suspended ceilings, skylights, permanently mounted fixtures such as: lighting and projection appliances, vents, grills, plumbing systems, etc.
- Walls Vertical partitions and wall systems including partition glass, glass panels and frames, doors, door frames and hardware, window blinds dressings and hardware, office cubical dividers, restroom privacy partitions, etc.
- Floors: Horizontal decks and plains of various surface coverings include: carpet, concrete, ceramic, marble, quarry tile, terrazzo, wood, rubber, hardwood, matting, steel VCT, VAT, stone, asphalt, etc.
- Furniture/
Fixtures Moveable and fixed components of specific space utilization including: lockers, vending and kitchen appliances, desk, file, systems, sofa, chairs, tables, spectator seating, toilets, sinks, showers, tubs, water fountains, waste containers, etc.

Food Service Facilities Sanitation
Soil Load Present by Building System for Level I, Level II, Level III

	Service Level III	Service Level II	Service Level I
	Range = 78.0-83.99%	Range = 84.0-86.99%	Range = 87-100%
	None	Trace	Light
Ceilings	X	X	X
Walls	X	X	X
Floors	X	X	X
Furn/Fix.	X	X	X
Trash	X	X	X

Note: The only levels of minimum acceptability for this project will be Level II and Level I. Cleaning any areas of the facility at Level III will be considered unacceptable to the health and safety of building occupants.

Definition of Area Types within a Food Service Environment

Area Type	<u>Definition of Space</u>
Public Circulation	The areas of a building or site in which the public utilize as common space, such areas include: Foyers, Lobbies, Corridors, Stairwells, Elevators, Building Ramps and Approaches from Exterior
Serving Line	The station of location from which the customer obtains requested food and beverage items, items are usually displayed and served from a barrier such as a display case, counter or steam table.
Dining Area	The more traditional seating area in which customers consume their food purchases, these areas can be as simple as a bar with stools to a more formal linen-clad table areas.
Food Production	The areas in the back of the house in which raw ingredients are transformed into finish food products. The areas are off limits to the public and usually support the inventory of the Serving Line.
Staff Dressing Areas	These are locker facilities and restrooms, usually equipped with shower facilities exclusively provided for the staff of the Dietary Department
Administration	These are the offices that support the Food Service management personnel and the support of staff training and development and may include: Offices, Conference rooms, Break Rooms, Office Service,
Loading Dock and Storage	The delivery and storage areas of inventory used in the preparation and delivery of Food Service menu goods

Area Type Public Circulation

Building System	Minimum Level of Service Delivery Quality	Minimum %
Ceiling/Lighting	Level I	87%
Walls/Partitions	Level I	87%
Flooring	Level I	87%
Furniture/Fixtures	Level I	87%
<i>Average Expectation of Custodial Service Delivery Outcome</i>		87.00%

Area Type Administration

Building System	Minimum Level of Service Delivery Quality	Minimum %
Ceiling/Lighting	Level II	84%
Walls/Partitions	Level II	84%
Flooring	Level II	84%
Furniture/Fixtures	Level II	84%
<i>Average Expectation of Custodial Service Delivery Outcome</i>		84.00%

Area Type **Staff Dressing** (includes Restroom/Shower)

Building System	Minimum Level of Service Delivery Quality	Minimum %
Ceiling/Lighting	Level I	87%
Walls/Partitions	Level I	87%
Flooring	Level I	87%
Furniture/Fixtures	Level I	87%
Average Expectation of Custodial Service Delivery Outcome		87.00%

Area Type **Serving Line**

Building System	Minimum Level of Service Delivery Quality	Minimum %
Ceiling/Lighting	Level I	90%
Walls/Partitions	Level I	90%
Flooring	Level I	90%
Furniture/Fixtures	Level I	90%
Average Expectation of Custodial Service Delivery Outcome		90.00%

Area Type Food Production

Building System	Minimum Level of Service Delivery Quality	Minimum %
Ceiling/Lighting	Level I	87%
Walls/Partitions	Level I	87%
Flooring	Level I	87%
Furniture/Fixtures	Level I	87%
Average Expectation of Custodial Service Delivery Outcome 87.00%		

Area Type Dining Area

Building System	Minimum Level of Service Delivery Quality	Minimum %
Ceiling/Lighting	Level I	87%
Walls/Partitions	Level I	87%
Flooring	Level I	87%
Furniture/Fixtures	Level I	87%
Average Expectation of Custodial Service Delivery Outcome 87.00%		

Area Type	Loading Dock/Storage	Minimum Level of Service Delivery Quality	Minimum %
Building System		Level II	84%
Ceiling/Lighting		Level II	84%
Walls/Partitions		Level II	84%
Flooring		Level II	84%
Furniture/Fixtures		Level II	84%
<i>Average Expectation of Custodial Service Delivery Outcome</i>			84.00%

ATTACHMENT 2
UMBC DINING HOURS

Fall 2017 Dining Hours

	M - TH	FRI	SAT	SUN
Au Bon Pain	7:30AM-6PM	7:30AM-2PM		
Pollo	11AM-8PM	11AM-6PM		
Hissho Sushi	11AM-8PM	11AM-6PM		12PM-6PM
Salsarita's	11AM-8PM	11AM-7PM		
2.Mato	11AM-11PM	11AM-1AM	11AM-1AM	12PM-10PM
Wild Greens	11AM-7PM	11AM-4PM		
Mondo Subs	11AM-8PM	11AM-6PM		
Masala	11AM-7PM	11AM-2PM		
Outtakes	7:30AM-11PM	7:30AM-4PM		12PM-10PM
Pura Vida Cafe	9AM-11PM	9AM-3PM	12PM-4PM	1PM-10PM
Coffee Shoppe	7:30AM-2PM	7:30AM-2PM		
Chick-fil-A	7:30AM-8PM	7:30AM-4PM		
Starbucks	7:30AM-10PM	7:30AM-4PM		2PM-8PM
True Grit's	7AM-2PM / 4:30PM-8PM 9PM-2AM	7AM-2PM/ 4:30PM-7:30PM	10:30AM-2PM/ 4:30PM-7PM	10:30AM-2PM/ 4:30PM-8PM 9PM-2AM
True Grit's Outtakes	<i>This location is open 23 1/2 hours, seven days a week. It closes from 2-2:30am daily.</i>			

ATTACHMENT 3

UMBC RESIDENTIAL INFORMATION (FALL 2016 – SPRING 2018)

UMBC Residential Information

<u>Residence Halls</u>	<u>Meal Plan</u>	<u>Fall 2016</u>	<u>Spring 2017</u>	<u>Fall 2017</u>	<u>Spring 2018</u>
Chesapeake	Required	330	312	339	321
Erickson	Required	443	430	461	448
Harbor	Required	523	513	524	514
Patapsco	Required	539	517	540	518
Potomac	Required	351	338	365	352
Susquehanna	Required	318	301	327	310
Sub Total		2504	2411	2556	2463
<u>Apartments</u>					
Hillside	Voluntary	315	296	301	282
Terrace	Voluntary	208	187	199	178
Walker Ave	Voluntary	355	321	304	270
West Hills	Voluntary	175	175	166	166
Sub Total		1053	979	970	896
Total On Campus		3557	3390	3526	3359

ATTACHMENT 4

UMBC MEAL PLAN COUNTS (FALL 2016 – SPRING 2018)

UMBC MEAL PLAN COUNTS

	FALL 2016 (FY2017)	SPRING 2017 (FY2017)	TOTAL FY2017	FALL 2017 (FY2018)	PROJECTED SPRING 2018 (FY2018)	TOTAL FY2018
ULTIMATE	1,408	1,354	2,762	1,460	1,406	2,866
FLEXIBLE 14	157	123	280	94	60	154
FLEXIBLE 10	166	138	304	118	90	208
SAVVY 16	118	93	211	123	98	221
TERRIFIC 12	649	637	1,286	653	641	1,294
ADVANTAGE 5*	214	165	379	233	184	417
TOTAL (Recurring Meal Plans)	2,712	2,510	5,222	2,681	2,479	5,160
SUPER 225	616	610	1,226	691	685	1,376
MEGA 50	593	520	1,113	460	387	847
MINI 25	220	210	430	174	164	338
TOTAL (Block Plans)	1,429	1,340	2,769	1,325	1,236	2,561
TOTAL PLANS	4,141	3,850	7,991	4,006	3,715	7,721

*The Advantage 5 became the Flexible 5(a flexible plan) for FY2018

ATTACHMENT 5

UMBC MEAL PLAN PRICES (FY 2017 AND FY 2018)

UMBC Meal Plan Prices

<u>Meal Plan</u>	<u>FY2017 Price</u>	<u>FY2018 Price</u>
Ultimate	\$2,211	\$2,260
Flexible 14	\$2,417	\$2,471
Flexible 10	\$2,035	\$2,080
Savvy 16	\$2,227	\$2,276
Terrific 12	\$1,916	\$1,958
Flexible 5*	\$969	\$990
Super 225	\$1,997	\$2,041
Mega 50	\$463	\$473
Mini 25	\$233	\$238

ATTACHMENT 6

UMBC RETAIL SALES BY VENUE (FY 2017 AND FY 2018)

Retail Sales FY17

<u>Location</u>	<u>Sales</u>
2.Mato	\$ 149,499
Salsaritas	\$ 203,106
Pollo	\$ 354,975
Masala	\$ 73,910
Wild Green's	\$ 16,707
Outtakes	\$ 405,260
Au Bon Pain	\$ 117,652
Hissho	\$ 196,541
Mondo Subs	\$ 89,350
Skylight Room	\$ 138,552
Chic-fil-A	\$ 537,381
Starbucks	\$ 593,234
Pura Vida	\$ 103,938
Admin Coffee Shop	\$ 223,587
Total Sales	\$3,007,151

Retail Sales FY18 (Estimated)

<u>Location</u>	<u>Sales</u>
2.Mato	\$ 153,984
Salsaritas	\$ 209,199
Pollo	\$ 365,624
Masala	\$ 76,127
Wild Green's	\$ 17,208
Outtakes	\$ 417,418
Au Bon Pain	\$ 121,182
Hissho	\$ 202,437
Mondo Subs	\$ 92,031
Skylight Room	\$ 142,709
Chic-fil-A	\$ 345,456
Starbucks	\$ 553,502
Pura Vida	\$ 107,056
Admin Coffee Shop	\$ 230,295
Total Sales	\$3,097,366

ATTACHMENT 7
UMBC DINING IT MATRIX

Table below summarizes dining program systems and responsibilities:

UMBC DINING IT MATRIX

	Vendor	Product	Owner	Funding	Administration	User	Support
Campus Card	Cbord	CS Gold	UMBC	UMBC	UMBC	UMBC/Contractor	UMBC
Network			UMBC	UMBC	UMBC	UMBC/Contractor	UMBC
Website			UMBC	UMBC	UMBC	UMBC/Contractor	UMBC

Inventory			Contractor	Contractor	Contractor	Contractor	Contractor
Menu			Contractor	Contractor	Contractor	Contractor	Contractor
Accounting			Contractor	Contractor	Contractor	Contractor	Contractor
Security			Contractor	Contractor	Contractor	Contractor	Contractor
Credit Card			Contractor	Contractor	Contractor	Contractor	Contractor

POS	Micros	9700 HMS	UMBC	UMBC	Contractor	UMBC/Contractor	UMBC
-----	--------	----------	------	------	------------	-----------------	------

ATTACHMENT 8
UMBC CAMPS AND CONFERENCES

**UMBC Dining Services Procurement - Attachment 8
UMBC Camps and Conferences - 2017**

Organization	# of Participants	Meals	Start Date	End Date
HPC REU	16	BLD	6/18/2017	8/10/2017
Music for Minds	1	BLD	6/11/2017	6/23/2017
Meyerhoff NSA	3	LD	5/30/2017	8/11/2017
Meyerhoff NSA	6	LD	6/20/2017	8/11/2017
UMB Rejari College	5	BD	7/1/2017	7/16/2017
UB Math/Science	42	L	6/19/2017	6/29/2017
	39	D	7/2/2017	7/2/2017
	39	BLD	7/3/2017	7/21/2017
Meyerhoff Summer Bridge	50	BLD	6/14/2017	7/21/2017
Meyerhoff Accelerator	5	BLD	6/12/2017	7/21/2017
CWIT	40	BL	7/14/2017	7/16/2017
College Summit	10	BL	7/25/2017	7/27/2017
	205	BLD	7/27/2017	7/30/2017
All MD Soccer	20	BLD	7/14/2017	7/16/2017
High Impact Volleyball	30	BLD	7/10/2017	7/13/2017
PSU Millenium Scholars	40	BLD	7/6/2017	7/8/2017
St. Mary's of the Lake	40	BD	6/19/2017	6/24/2017
CCBC Upward Bound	46	B	6/19/2017	7/21/2017
	52	D		
Classic Upward Bound	90	LD	6/19/2017	7/2/2017
	90	BLD	7/3/2017	7/21/2017
Varsity Spirit	280	BLD	7/7/2017	7/10/2017
UNC	40	BLD	7/7/2017	7/8/2017
Nike Blue Chip	275	BLD	6/27/2017	6/29/2017
	150	BLD	6/29/2017	7/1/2017
US Sports	25	BLD	6/23/2017	6/25/2017
	55	BLD	6/25/2017	6/29/2017
Retriever Soccer	50	L	6/19/2017	6/23/2017
	30	L	6/26/2017	6/30/2017
	50	BLD	7/23/2017	7/26/2017
Old Dominion University	50	BLD	6/11/2017	6/16/2017
Mumma Sports	30	L	6/26/2017	8/4/2017

Legend: B=Breakfast, L = Lunch and D= Dinner

ATTACHMENT 9

REGISTERED DIETITIAN REQUIREMENTS AND RESPONSIBILITIES

Title: Dining Services Registered Dietitian
Degree Qualifications: Bachelor's degree in dietetics, foods and nutrition, food service systems management or related field is required, master's degree preferred.
Certification Qualifications: Registered Dietitian (RD) required

Job Description:

The UMBC dining services registered dietitian will promote good dietary health and healthy eating habits to prevent illness and disease. The dietitian's primary role is to work with undergraduate and graduate students. No more than 6 hours per month will be allocated to working specifically with/for faculty and staff.

Specific responsibilities include:

- Menu development to ensure variety and promotion of healthy food options in all dining venues on campus
- Oversee nutritional and ingredients labeling of food in all food venues
- Menu development and oversight of vegan and vegetarian food options
- Allergen and dietary needs management
- Training of Dining Services staff on different dietary choices and service implementation of these choices
- Group and individual education on nutrition and healthful eating
- Oversight of the Dining Services Contractor's balance choices program, including education.
- Individual consultation for students including referrals from health and counseling services
- Creation and assessment of individual student nutrition plans and navigation of food choices in on campus food venues
- Provide "healthy eating" training and consultation for health services peer health advocates
- Serve as a consultant for health services and counseling center clinical staff
- Serve as a consultant for athletic coaches, trainers and student athletes
- Provide a *monthly* written report to the University's Associate Vice President for Student Affairs to include the following: (1) Number of individual consultations with students, (2) number and type of educational activities conducted, (3) list of the training sessions conducted with Dining Services' staff members to include a) subject area, (b) date of training, and (c) number of participants; and, any observations related to the dining services management to enhance the program.

ATTACHMENT 10
BACKGROUND CHECKS

ATTACHMENT 10
BACKGROUND CHECKS

UMBC Dining Services Procurement

RFP #BC-21084-C

Attachment 10

SECURITY AND EMPLOYEE BACKGROUND CHECKS

Contractor will be fully responsible for maintaining the security of the University as it relates to the Contractor's operation and personnel including, but not limited to its employees, vendors and subcontractors. It is the responsibility of the Contractor to review its security procedures with the University Police on an annual basis.

Background Checks. Contractor must perform a Maryland District Court System check and a Maryland Judiciary case search on every employee and applicant, prior to assignment to the University's contract.

- a. Contractor is responsible for determining whether an applicant or employee is eligible for assignment, and will be considered in default of the contract if it assigns any individual to campus, whether directly or through a subcontractor, without having first initiated a criminal background check.
- b. Each employee or applicant initially deemed eligible for assignment to the University's contract based on the information received above must then undergo a fingerprint-based security background check through the Maryland Department of Public Safety and Correctional Services, Criminal Justice Information Systems Central Repository, 1201 Reisterstown Road, Pikesville, MD 21208-3899.
- c. Costs associated with screening and security checks shall be borne by the Contractor, not by individual employees or applicants.
- d. Applicants may be hired temporarily pending confirmation of no disqualifying criminal convictions from the Maryland State Police or FBI. See the Disqualification Criteria that is attached herein. Applicants hired temporarily pending completion of background check will not be issued building keys, may not perform any services in proximity to minors or the Childcare Center, and must be under direct supervision during all work in occupied buildings.

Subcontractor Employees. Contractor must follow the same security procedures for all such employees assigned to the University. Written notification that the subcontractor is performing Maryland State Police check for security clearances must be received and approved by the Facilities Support Services Office before subcontracted personnel may begin work. Contractor will be liable for all actions of subcontractors or other supplemental labor assigned to the contract.

Attachment: Disqualification Criteria

Attachment #10 – Background Checks - for Disqualification Criteria

The Contractor may not employ and assign to the University an individual who, as reported on or after October 1, 2005, has received a conviction, a probation before judgment disposition, a not criminally responsible disposition, or a pending charge for the commission or attempted commission of:

- (1) A crime involving:
 - (a) A child;
 - (b) Cruelty to animals;
 - (c) Domestic violence; or
 - (d) A weapon or firearm violation of federal or State laws;
- (2) A sex offense;
- (3) A violent crime classified as a felony;
- (4) Abduction or kidnapping;
- (5) Abuse of a child or an adult;
- (6) Confinement of an unattended child;
- (7) Manufacturing, distributing, or dispensing a controlled dangerous substance;
- (8) Perjury;
- (9) Pornography;
- (10) Possession with intent to manufacture, distribute, or dispense a controlled dangerous substance; or
- (11) Reckless endangerment.

If, as reported on or after October 1, 2005, an individual has been identified as responsible for child abuse or neglect or received a conviction, a probation before judgment disposition, a not criminally responsible disposition, or a pending charge for the commission or attempted commission of a crime or offense that is not in 1-11 above, the operator:

- (1) Shall assess, on the basis of the following factors, the individual's suitability for employment:
 - (a) The job position at the University for which the individual is applying or for which the individual is currently employed;
 - (b) The nature and seriousness of the incident, crime, or offense;
 - (c) The period of time that has elapsed since the incident, crime, or offense occurred;
 - (d) The age of the individual at the time the incident, crime, or offense occurred;
 - (e) The individual's probation or parole status, if applicable; and
 - (f) Any other information the Contractor considers pertinent; and
- (2) Depending on the results of the assessment, shall permit or prohibit employment of the individual.

ATTACHMENT 11

CAPITAL EQUIPMENT MAINTENANCE AND REPLACEMENT

Area of Responsibility	Contractor	University
Equipment Maintenance	Responsible for preventative and corrective maintenance of all dining services equipment, whether owned by UMBC or the Contractor.	
Equipment Replacement	On May 1 st of each contract year, the Contractor shall provide a listing of requested replacement equipment for the University's review and approval.	<p>Responsible for replacement of all permanent dining services equipment. By definition, "permanent dining services equipment" is any individual piece of equipment whose replacement cost is at least \$500.</p> <p>The University shall allocate \$75,000 per year as a permanent dining services equipment replacement fund.</p> <p>Should the needed replacement equipment be less than \$75,000 in a particular year, the unused balance shall roll over to the next contract year.</p>

ATTACHMENT 12

HOUSEKEEPING RESPONSIBILITIES FOR CONTRACTOR AND UMBC

Location	Contractor Responsibilities	UMBC Responsibilities
True Grit's Dining Hall (TG) Building	<ul style="list-style-type: none"> -All housekeeping and custodial duties inside the RDH Building, to include the loading dock and all storage areas. Note: This includes hiring a professional cleaning company to clean ceilings and walls in the kitchen including the cleaning the exterior of the hood in the center of Wing II, serving and dining areas, and shampoo the carpets and upholstered furniture at least twice per year; stripping and waxing hard surface floors in the serving and dining areas (this work to be done during semester breaks). -Cleaning vestibules and entrances, to include emptying and cleaning outside trash receptacles and cigarette urns within 25' of the building. -Inside window cleaning -Transport trash and waste, in an approved manner, to dumpsters and central waste removal areas. 	<ul style="list-style-type: none"> -Clean the outside windows annually by a contract window cleaning company. -Professionally clean the dust and exhaust system (above the ceiling level) twice per year; this includes the interior cleaning of the hood in the center of Wing II, however the exterior cleaning of this hood is the Contractor's responsibility -Pay for waste removal expenses.
Commons	<ul style="list-style-type: none"> -Complete sanitation responsibilities for the serving, condiment, and beverage stands, production kitchens and storage areas in the Commons and customer seating area housekeeping to include cleaning tops of the tables and emptying public trash containers during the hours in which the food venues are open. 	<ul style="list-style-type: none"> -Responsible for cleaning all flooring including food preparation areas and emptying public trash containers in the evening only after the food venues are closed. -Responsible to clean the flooring in the kitchen twice per year (during the holiday break in December and in June of each year). -Professionally clean the dust and exhaust system (above the ceiling level) once per year
Administration Coffee Shop	<ul style="list-style-type: none"> -Complete sanitation responsibilities for the serving, condiment, and beverage stands, and storage areas in the Admin Coffee Shop. -Responsible for cleaning the tops of the tables and emptying the trash containers in the seating areas. 	<ul style="list-style-type: none"> -Responsible for daily customer seating area floor cleaning.
AOK Library	<ul style="list-style-type: none"> - Complete sanitation responsibilities for the serving, condiment, and beverage stands, and storage areas in the Pura Vida Café. 	<ul style="list-style-type: none"> -Responsible for customer seating area housekeeping, to include cleaning and emptying public trash containers.
University Center	<ul style="list-style-type: none"> Same as Commons for those spaces used by Contractor as the Contractor will close off the storefronts to the food venues 	<ul style="list-style-type: none"> Same as the Commons plus any spaces not used by the Contractor
Concession Stands	<ul style="list-style-type: none"> Responsible for complete sanitation of the Concession Stands and storage areas under their responsibility, to include service counters and condiment stations. 	

All work is to be completed in accordance with the standards set forth in Attachment 1 – UMBC Dining Services Sanitation Standards per the RFP document. UMBC will designate a staff person to oversee and monitor compliance with these standards.

ATTACHMENT 13

BUILDING SYSTEMS CLEANING AND MAINTENANCE FOR CONTRACTOR AND UMBC

Below please find the list of the major/primary food services equipment and the associated maintenance/service requirements with the responsible party identified [either Dining Services Contractor or UMBC].

EQUIPMENT	LOCATION	MAINTENANCE/SERVICE REQUIREMENTS	RESPONSIBLE PARTY
Air Filters	Above stoves, grills and hot food preparation areas	Cleaned weekly	Dining Services Contractor
Air returns and diffusers in rooms (all)	Various locations	Cleaned regularly	UMBC (HVAC Shop)
Blast Chiller (Servolift)	Various locations?	All refrigeration units are to be Biannual check and cleaning of all refrigeration units	Dining Services Contractor
Dishwasher, main (Stero)	Commons and True Grit's	De-lime every other day; Arms washed every other day; Pressure wash interior and exterior biannually; Full preventative maintenance service bi-annually including the two booster heaters in basement which includes the following: check and lubricate conveyor bearings and drive assembly, check all water valves for proper operation, check tank heaters and amperage draw, check all spray arms and clean ports, check and adjust conveyor belt (where applicable), check drain assemblies and lever, and clean and check curtains (apply food grade silicone)	Dining Services Contractor
Drains - All sewer/floor	Various locations	Pressure washed annually	UMBC (Plumbing Shop)
Equipment - all	Various locations	Cleaned routinely	Dining Services Contractor
Fire Suppression System (Ansul)	Each building	Biannual service; Cleaning of exhaust filters over top weekly	UMBC
Freezers - Walk-in	Various locations	Biannual inspections; and Biannual cleaning of the cooling units inside the freezers	Dining Services Contractor
Fryers - Deep (Pitco)	Various locations	Inspect yearly; At a minimum, annually clean burners (natural and LP gas), clean pilot assembly, clean elements (do not burn off), check amp draw, check gas pressure with all gas equipment in full operation, check drain valve and tighten as needed; and check for shortening leaks	Dining Services Contractor
Grease Traps	Commons and True Grit's	Service and clean quarterly	UMBC (outside vendor)
Hoods/Ventilation – Filters	Various locations	On a regular basis, remove and clean filters (replace if needed), and check for grease build up in ducts	Dining Services Contractor
Hoods/Ventilation - cleaning	Various locations	As part of the hood cleaning work by the outside contractor, check and adjust exhaust blower	UMBC

EQUIPMENT	LOCATION	MAINTENANCE/SERVICE REQUIREMENTS	RESPONSIBLE PARTY
Ice cream dispensing machines	Various locations	belts, check motor mount and oil motor, and check shunt trip breakers annually. Weekly cleaning Note: Ice cream can only be maintained in machine for 48 hours	Dining Services Contractor
Ice Machines	Various locations	Cleaned yearly; and, Filters changed yearly	Dining Services Contractor
Kettle - Self containing	Various locations	On an annual basis, inspect for signs of leaks, check water level in sight glass, vent (burp) kettle per manufacturer's instructions, use distilled water only when filling jacket, check pressure gauge (gauge needle should be in green zone when cold), lubricate trunnion housing, worm screw, and tilt gear use white lithium grease), and check safety relief valve.	
Floor Mixers	Various locations	At a minimum, annually clean and lubricate slides, lubricate bowl support arm and elevator screws (use white lithium grease), check oil level in gear box (and add as needed), check electrical cord (and repair/replace as needed), check all safety switches, inspect beaters, wire whips and mixing bowls for unusual wear (and replace as needed).	Dining Services Contractor
Oven - Combination	True Grit's	Weekly de-liming with a de-liming cleaning solution; and, On an annual basis, check water filtration system and replace cartridges as needed, check boiler assembly and probes, de-scale as needed (do not use products containing sulfuric acid), check door gaskets for wear, check and tighten hinge and latch screws, check and calibrate thermostats, and check all steam lines and connectors for leaks.	Dining Services Contractor
Ovens - Convection	Various locations?	At a minimum, annually check switches (door, on/off and cool down), check door chains and lubricate (with graphite oil only), check thermostat calibration, clean dust from blower motors, inspect blower wheel and clean as needed, check gas pressure (natural and propane), check amp draw (electric), and for gas ovens do not place sheet pans on oven bottoms to catch spills).	Dining Services Contractor
Oven - conventional (Garland)	Various locations	Check quarterly; and, Service annually.	Dining Services Contractor
Oven - Wood Stoned Pizza	True Grit's	Cleaned bi-annually	Dining Services Contractor

Pot Washer (Stero)	True Grit's	De-lime every 2 weeks; and, Service bi-annually including booster heater	Dining Services Contractor
EQUIPMENT	LOCATION	MAINTENANCE/SERVICE REQUIREMENTS	RESPONSIBLE PARTY
Refrigeration Units with condensers (e.g. soda machines, etc.)	Various locations	Annual Service – Clean condensing coils, clean evaporator coils, lubricate fan motors-verify operation, clean drain lines, check doors and gaskets, check hi/low pressure switches, check defrost timer, and tighten all hinge and latch screws	Dining Services Contractor for full services except for condensing coils and evaporator coils on which the following applies: Dining Services Contractor is responsible for these coils within units; and, UMBC is responsible for these coils above ceiling
Serving Lines	Various locations	At a minimum annually (unless otherwise indicated by the manufacturer), check for all elements heating, sanitize and de-scale, do not add water if units boils dry, and when starting up, add hot water cover with lid.	
Shortening filter machines	Various locations	On a routine basis, check pump motor and pump and tighten bolts as needed, check power cord, check switch, check oil hose and switch and use only OEM filter paper	Dining Services Contractor
Slicers	Various locations	At a minimum, annually clean and lubricate all moving parts with Globe slicer oil, check knife for sharpness (and sharpen as needed), check power cord and safety switches (and repair/replace as needed), and check guards for proper clearance (and adjust as needed).	
Steamers (Groen)	Various locations	De-limed and serviced quarterly; Regular water filter changes based on usage; and, At a minimum annually (unless indicated otherwise by the manufacturer), check water infiltration system and replace cartridges as needed, check boiler gaskets and hoses for leaks (and replace as needed), open and inspect boiler for scale build up. De-scale as needed (recommended twice per year), check pressure gauge for proper operation, check door gaskets and latches (and tighten as needed), check cold water condenser for drain, and lubricate hand wheel assembly in pressure models.	Dining Services Contractor

Storage area	Various location	No storage within 18" of the ceiling	Dining Services Contractor
Tray belt	True Grit's	Cleaned daily; Pressure wash interior weekly; and, Full preventative maintenance service annually	Dining Services Contractor

Equipment	Location	Maintenance/Service Requirements	RESPONSIBLE PARTY
Warming/Proofing Cabinets	Various locations	At a minimum, annually check heating elements, check and calibrate thermostats, check door gaskets, check and de-scale humidifier, check power cord and connectors; and check hot air fan intake for restrictions	Dining Services Contractor
All water filtration	Various locations	Check quarterly; Service annually; and, Change filters based on usage	Dining Services Contractor
Window Cleaning (Interior)	True Grit's	Annual cleaning	Dining Services Contractor
Window Cleaning (Exterior)	True Grit's	Annual cleaning, if funding available.	UMBC

ATTACHMENT 14
ADDENDUM ACKNOWLEDGEMENT FORM

RFP NO.: BC-21084-C

RFP FOR: UMBC DINING SERVICES PROCUREMENT

TECHNICAL PROPOSAL DUE DATE: THURSDAY, NOVEMBER 30, 2017 on or before 4:00 p.m.

NAME OF PROPOSER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Signature _____

Printed Name _____

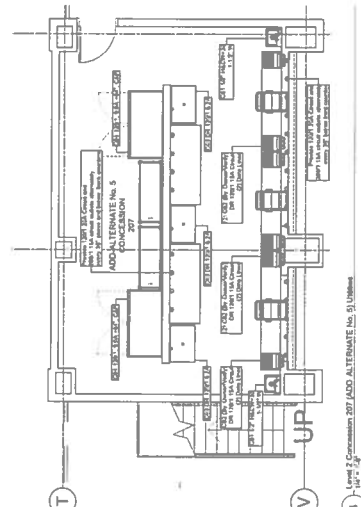
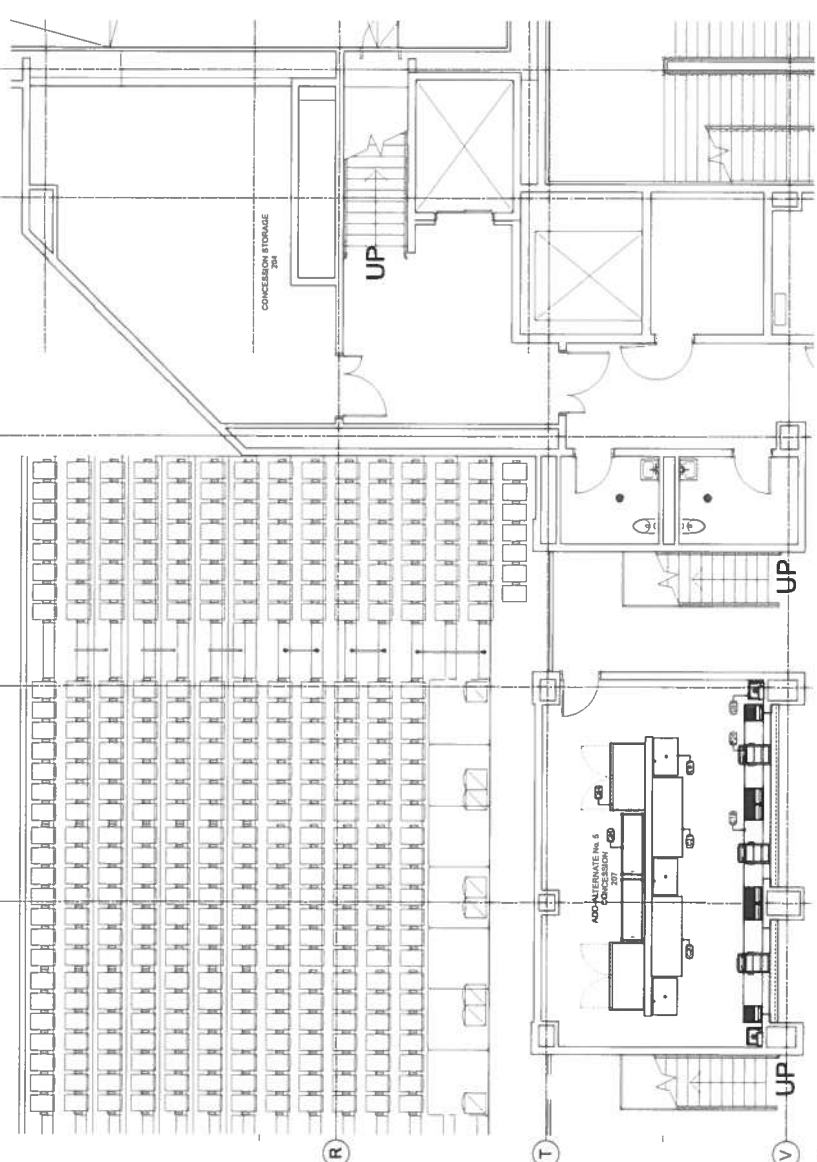
Title _____

Date _____

ATTACHMENT 15
FINANCIAL PROPOSAL FORM
(TO BE PROVIDED BY ADDENDUM)

ATTACHMENT 17

UMBC EVENT CENTER - FOOD SERVICES DRAWINGS (FS101-FS104)



NO.	DATE	DESCRIPTION
01	10/20/11	ISSUE FOR PERMITS
02	11/02/11	REVISIONS TO PERMITS
03	11/02/11	REVISIONS TO PERMITS
04	11/02/11	REVISIONS TO PERMITS
05	11/02/11	REVISIONS TO PERMITS
06	11/02/11	REVISIONS TO PERMITS
07	11/02/11	REVISIONS TO PERMITS
08	11/02/11	REVISIONS TO PERMITS
09	11/02/11	REVISIONS TO PERMITS
10	11/02/11	REVISIONS TO PERMITS
11	11/02/11	REVISIONS TO PERMITS
12	11/02/11	REVISIONS TO PERMITS
13	11/02/11	REVISIONS TO PERMITS
14	11/02/11	REVISIONS TO PERMITS
15	11/02/11	REVISIONS TO PERMITS
16	11/02/11	REVISIONS TO PERMITS
17	11/02/11	REVISIONS TO PERMITS
18	11/02/11	REVISIONS TO PERMITS
19	11/02/11	REVISIONS TO PERMITS
20	11/02/11	REVISIONS TO PERMITS

EVENT CENTER AND ARENA

10000 Project No.: 10000
 10000 Project No.: 10000
 10000 Project No.: 10000
 10000 Project No.: 10000

CANNONDESIGN

2000 North Street, Suite 100
 7 7 7 7 7 7 7 7 7 7
 7 7 7 7 7 7 7 7 7 7
 7 7 7 7 7 7 7 7 7 7

A.C. CONSULTANTS

William Raymond & Associates LLP
 4400 Eastman Avenue
 4400 Eastman Avenue
 4400 Eastman Avenue
 4400 Eastman Avenue

Robert Taylor Associates, Inc.
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive

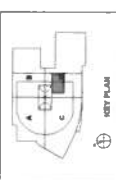
Robert Taylor Associates, Inc.
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive

Robert Taylor Associates, Inc.
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive

Robert Taylor Associates, Inc.
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive

Robert Taylor Associates, Inc.
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive

Robert Taylor Associates, Inc.
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive
 11100 Woodloch Forest Drive



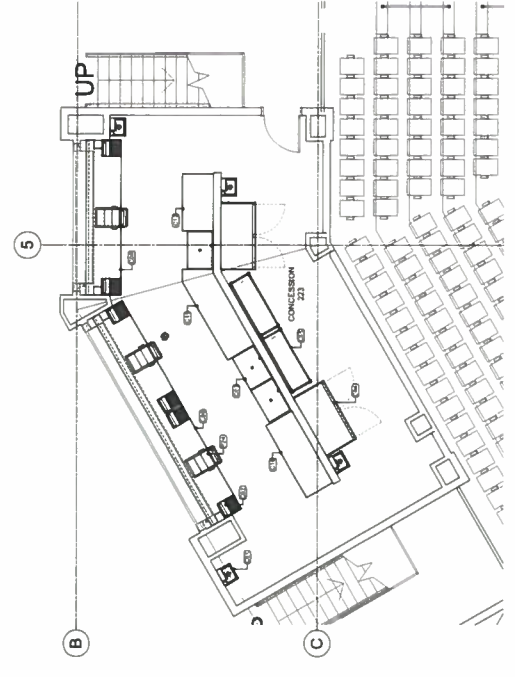
COMMISSION SET

DATE: 01/10/11

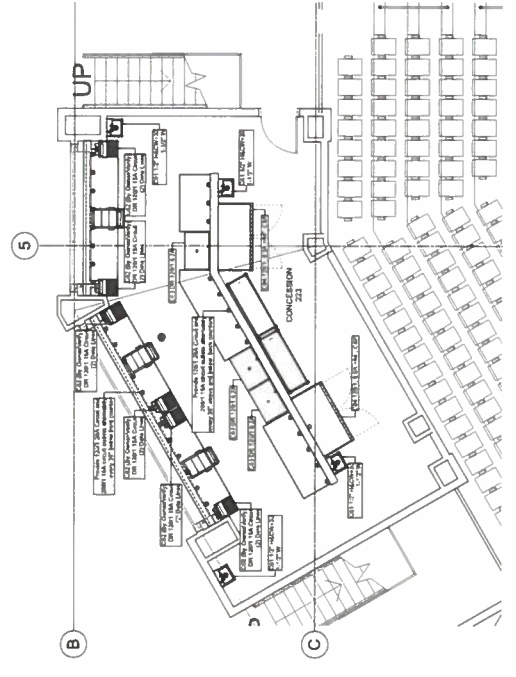
SCALE: AS SHOWN

**Level 2 Foodservice
Equipment Plan & Utilities**

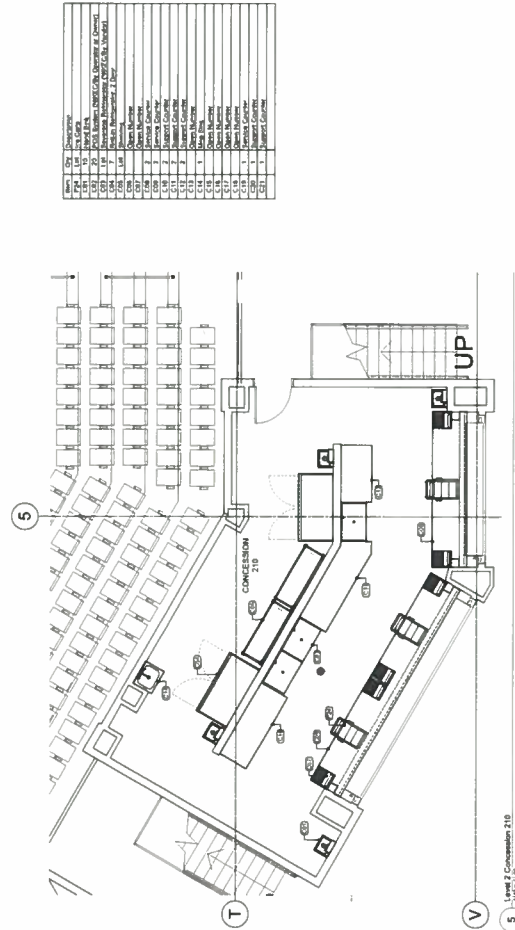
FS102



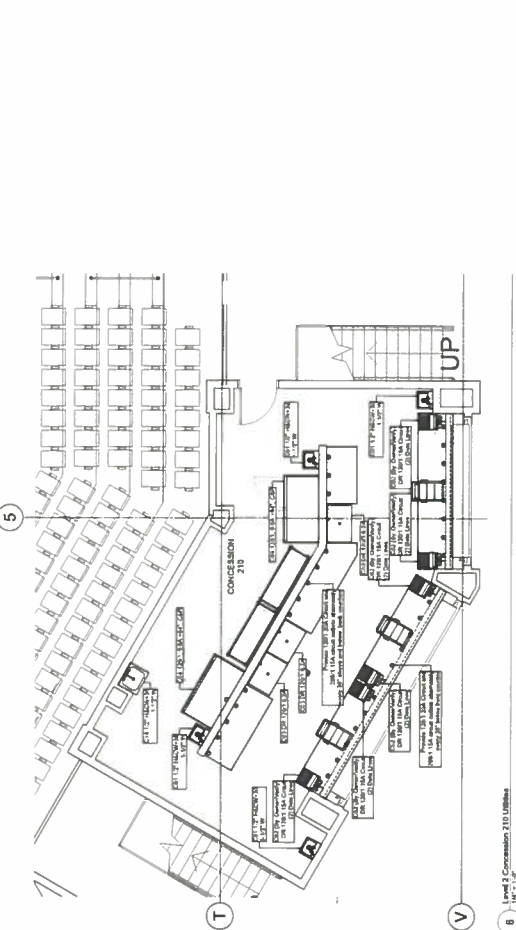
7 Level 2 Concession 221
1/4" = 1' 0"



8 Level 2 Concession 221 (Details)
1/8" = 1' 0"

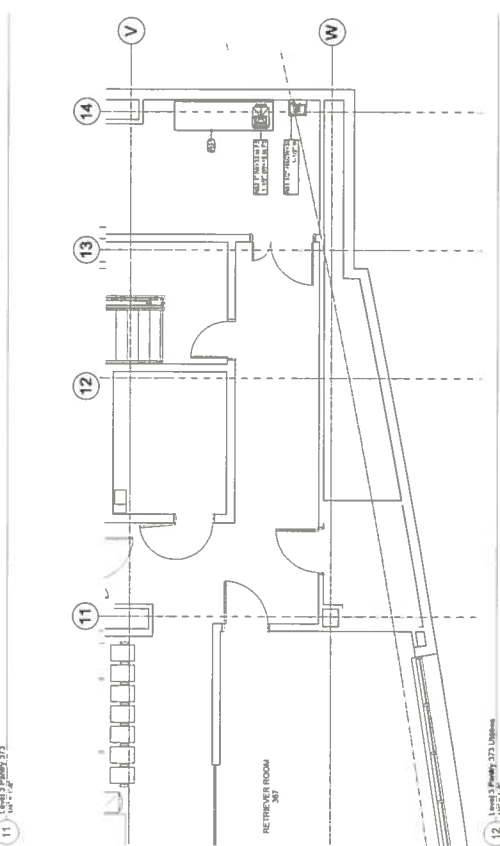
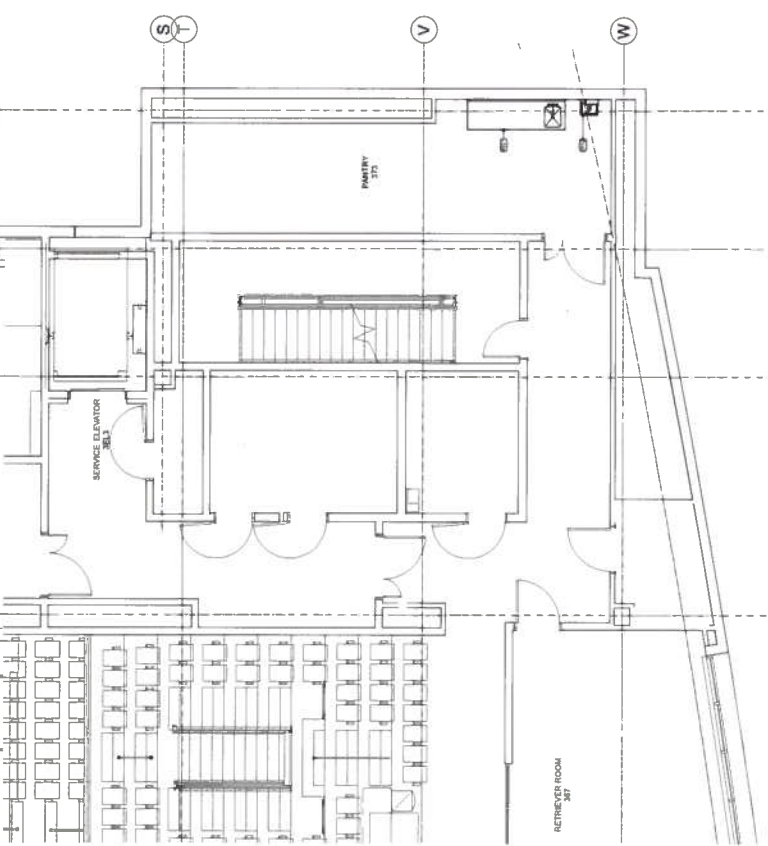


5 Level 2 Concession 210
1/4" = 1' 0"



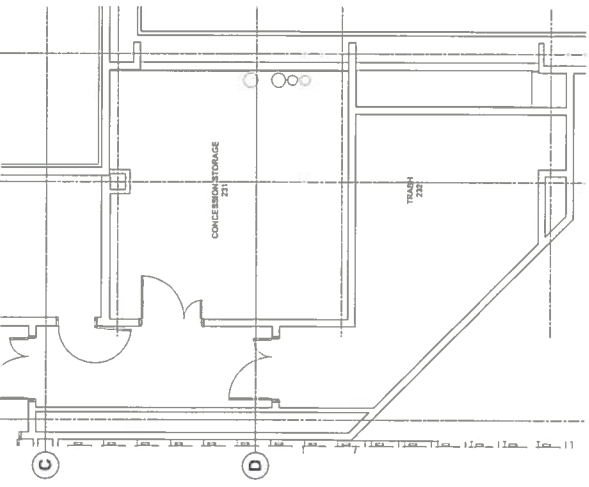
6 Level 2 Concession 210 (Details)
1/8" = 1' 0"

NO.	DESCRIPTION
1	CONCRETE
2	FORMWORK
3	REINFORCING
4	MECHANICAL
5	ELECTRICAL
6	PLUMBING
7	PAINT
8	GLASS
9	STEEL
10	WOOD
11	CEILING
12	FLOORING
13	MECHANICAL
14	ELECTRICAL
15	PLUMBING
16	PAINT
17	GLASS
18	STEEL
19	WOOD
20	CEILING
21	FLOORING

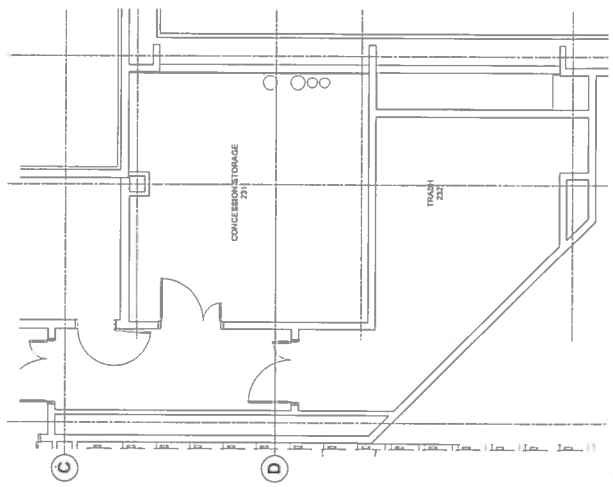


Room No.	Room Name	Area (sq ft)
301	Service Elevator	...
307	Retirement Room	...
373	Pantry	...
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400

Room No.	Room Name	Area (sq ft)
373	Pantry	...
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400



B Level 2 Concession Storage 2, 02.1
 1/4" = 1'-0"



B Level 2 Concession Storage 2, 02.1, Utilities
 1/4" = 1'-0"

ATTACHMENT 18

UMBC MEAL PLAN CALENDAR – 2017-2018

Fall 2017

- First meal begins at breakfast August 30, 2017
- Last meal served is dinner November 22, 2017 before Thanksgiving Break
- First meal served is brunch November 26, 2017 after Thanksgiving Break
- Last meal served for the Fall semester is dinner December 20, 2017(ORL staff remain a few extra days)

Total feeding and billing days in the Fall 2017 semester, by month:

	7/day
--	-------

Pre-semester Considerations for Fall:

- Athletic program participants arrive in early-mid August
- ORL staff start arriving August 12, 2017 full staff (around 220) in residence by August 16, 2017
- New students move in August 26, 2017; returning students move in August 28, 2017.

Winter 2018

- First meal served is breakfast on January 2, 2018
- The last meal served is dinner on January 26, 2018

Total feeding and billing days in the Winter 2018 semester are 25.

Winter Note: Athletic conferences held in January

Spring 2018:

- First meal begins at breakfast January 29, 2018
- Last meal served is dinner March 16, 2018 before Spring Break
- First meal served is brunch March 25, 2018 after Spring Break
- Last meal served for the Spring semester is dinner May 23 2018

Total feeding and billing days in the Spring 2018 semester, by month:

7/day

- January 3
- February 28
- March 23
- April 30
- May 23
- Total 107**

Pre-semester Considerations for Spring:

- ORL staff start arriving January 22, 2018
- Move in occurs January 27, 2018

Note: The Contractor shall bill the University based on this annual calendar.