Appendix B

Statement of Work

Vandal Dining Services

RFP #21-08M
Table of Contents

I. Project Conditions ......................................................................................................................... 4
   A. Overview ................................................................................................................................. 4
   B. Meal Plan Information .......................................................................................................... 5
   C. Pouring Rights ...................................................................................................................... 8
   D. Alcohol Policy ...................................................................................................................... 8

II. University Responsibilities ........................................................................................................... 8
   A. Dining Services Facilities and Equipment ........................................................................... 8
   B. Office Space .......................................................................................................................... 9
   C. Building Utilities ................................................................................................................... 9
   D. Audit of Financials, Agreement Compliance, Quality Assurance and Sanitation .................. 9
   E. Approval of Personnel ......................................................................................................... 10
   F. Insurance .............................................................................................................................. 10
   G. Security ................................................................................................................................. 10
   H. Technology ........................................................................................................................... 10
   I. Compliance & Network Security .......................................................................................... 11
   J. Vehicles and Parking ............................................................................................................ 11
   K. Technology Support Services ............................................................................................. 12

III. Contractor’s Responsibilities ...................................................................................................... 12
   A. General Scope of Responsibilities ...................................................................................... 15
   B. Transition Plan ..................................................................................................................... 15
   C. Compliance with Regulations ............................................................................................. 16
   D. Connecting to University’s Computing Environment ........................................................... 16
   E. Systems Management, Software, and Data Processing .......................................................... 17
   F. Website ................................................................................................................................. 17
   G. Annual Business Plan ......................................................................................................... 18
   H. Protection of Persons and Property ..................................................................................... 20
   I. Modification of Scheduled On-Site Services ...................................................................... 20
   J. Use of Facilities ..................................................................................................................... 20
   K. Cleaning and Sanitation of Facilities and Equipment ............................................................ 21
   L. Maintenance of Dining Services Facilities and Equipment .................................................. 21
   M. Pre-existing Events ............................................................................................................. 21
   N. Scheduling of Deliveries ....................................................................................................... 21
   O. Graphics and Advertising ..................................................................................................... 21
   P. Service Formats, Pricing and Portions ................................................................................ 22
   Q. Menus, Portions, Recipes and Menu Cycle ......................................................................... 23
   R. Purchasing ............................................................................................................................ 25
   S. Products Standards ............................................................................................................... 25
   T. Contractor’s Employees ........................................................................................................ 26
   U. Minimum Qualifications of Key Site and Shared Personnel ................................................ 28
V. Contractor Financial Reporting Guidelines ................................................................. 28
W. Revenue Management.................................................................................................... 29
X. Accounting and Budgeting.............................................................................................. 29
Y. Pricing............................................................................................................................ 30
Z. Payment.......................................................................................................................... 30
AA. ..................................................................................................................................... 31
BB. Catering Services ......................................................................................................... 31
CC. Performance Metrics and Quality Assurance ............................................................. 35
DD. Meeting Expectations ................................................................................................... 35
EE. Motor Vehicles ............................................................................................................. 35
FF. Energy Management ..................................................................................................... 35
GG. Marketing and Communications Plan ....................................................................... 36
HH. Equipment and Reimbursable Items .......................................................................... 37
II. Small Wares .................................................................................................................. 37
JJ. Emergency Services ...................................................................................................... 38
KK. Sustainability ............................................................................................................... 38
LL. Concessions ................................................................................................................ 39
MM. Reporting Section ...................................................................................................... 40
NN. Miscellaneous ............................................................................................................ 40

IV. Summary Chart Responsibilities ............................................................................... 40
A. Summary Chart .............................................................................................................. 40
V. Investment Requirements .............................................................................................. 42
VI. Glossary of Terms ........................................................................................................ 43
I. Project Conditions

A. Overview

1. This section contains an outline of the Facilities and Services included in the scope of this RFP. Historical usage data can be found in Appendix A. “University Dining Data.”

2. The University of Idaho (“University”) seeks to provide contractor managed dining services. The primary dining market on the campuses consists of students who live in traditional campus housing without full-service kitchens. Many of these students have mandatory meal plans required as part of their on-campus housing. The secondary market demand segment consists of students who live in on campus apartments or off campus, as well as faculty and staff. The tertiary dining market segment consists of visitors and guests.

3. The selected provider or providers will be responsible for providing and managing the Dining Services (collectively, the “Services”), at the University of Idaho. The Contractor will be expected to have the ability to operate the National Branded concepts currently if they are awarded the Contract. The current Services include exclusive residential dining, retail dining, and catering of University-sponsored events on campus including:

   - One (1) All-You-Care-To-Eat (AYCTE) residential dining hall:
     - The HUB Dining Hall

   - Eleven (11) retail dining venues:
     - Idaho Student Union Building – Einstein Bros. Bagels, Chick-fil-A, Mein Bowl, and Qdoba
     - Living & Learning Center – Joe’s Cheesy Grill and Papa John’s
     - Convenience Stores – The Fishbowl and The Grid @ 6th Street
     - Janssen Engineering Building – One World Café
     - Administration Building – One World Café
     - JA Albertson Building – Stover’s

   - Concessions – Alcohol Services only;

   - Catering Services across campus as required;

   - Camps and Conferences as required; and
Scheduling, event setup, catering and billing of outside sponsored events held on campus.

B. **Meal Plan Information**

1. The information below is a general description of meal plans for the University. The historical meal plan information University is provided in Appendix A.

<table>
<thead>
<tr>
<th>Residential Meal Plans</th>
<th>Voluntary Meal Plans</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Vandal</strong></td>
<td><strong>Platinum</strong></td>
</tr>
<tr>
<td>Unlimited Meals + $100 Dining Dollars</td>
<td>19 Meals per week + $150 Dining Dollars</td>
</tr>
<tr>
<td>includes 5 guest meals</td>
<td>includes 5 guest meals</td>
</tr>
<tr>
<td><strong>The Joe</strong></td>
<td><strong>The Gold</strong></td>
</tr>
<tr>
<td>19 Meals per week + $150 Dining Dollars</td>
<td>14 Meals per week + $150 Dining Dollars</td>
</tr>
<tr>
<td>includes 5 guest meals</td>
<td>includes 5 guest meals</td>
</tr>
<tr>
<td><strong>The Pride</strong></td>
<td><strong>Terrific Trio</strong></td>
</tr>
<tr>
<td>14 Meals per week + $250 Dining Dollars</td>
<td>50 Meals per semester + $250 Dining Dollars</td>
</tr>
<tr>
<td>includes 5 guest meals</td>
<td></td>
</tr>
<tr>
<td><strong>Silver 160</strong></td>
<td><strong>The Weekender</strong></td>
</tr>
<tr>
<td>160 Meals per semester + $450 Dining Dollars</td>
<td>35 Meals per semester + $200 Dining Dollars</td>
</tr>
<tr>
<td>includes 5 guest meals</td>
<td></td>
</tr>
<tr>
<td><strong>Silver 130</strong></td>
<td><strong>The VANDALS 10</strong></td>
</tr>
<tr>
<td>130 Meals per semester + $650 Dining Dollars</td>
<td>10 Meals per semester + $100 Dining Dollars</td>
</tr>
<tr>
<td>includes 5 guest meals</td>
<td></td>
</tr>
<tr>
<td><strong>Silver 95</strong></td>
<td></td>
</tr>
<tr>
<td>95 Meals per semester + $900 Dining Dollars</td>
<td></td>
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<tr>
<td><strong>Bronze 50</strong></td>
<td></td>
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<tr>
<td>50 Meals per semester + $250 Dining Dollars</td>
<td></td>
</tr>
<tr>
<td><em>only available to non-First-Year Students living in Stevenson, McConnell or LLCs</em></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Faculty &amp; Staff Meal Plans</th>
<th>Graduate Student Meal Plans</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Newbie</strong></td>
<td><strong>Cinch 10</strong></td>
</tr>
<tr>
<td>Buy 10 Meals at $6.50 – plus 1 Meal Free</td>
<td>Buy 10 Meals at $6.50 – plus 1 Meal Free</td>
</tr>
<tr>
<td><em>meals can be used to swipe in colleagues, family, or friends</em></td>
<td></td>
</tr>
</tbody>
</table>
The Regular
Buy 20 Meals at $6.50 – plus 2 Meals Free
*meals can be used to swipe in colleagues, family, or friends

Cinch 20
Buy 20 Meals at $6.50 – plus 2 Meals Free

The Loyalist
Buy 30 Meals at $6.50 – plus 3 Meals Free
*meals can be used to swipe in colleagues, family, or friends

Cinch 30
Buy 20 Meals at $6.50 – plus 2 Meals Free

2. All First-year Students and students living in Wallace, Theophilus and McConnell are required to have a Residential Meal Plan. Voluntary Meal Plans are available to non-first-year students living in LLCs (Living, Learning Communities), Greek Houses, on-campus apartments, and off-campus.

3. Meal plan information and requirements:
   a) The following website will provide answers to the meal plan structure at the University:
      https://vandalsdining.sodexomyway.com/my-meal-plan/frequentlyaskedquestions
   b) Meal plans are purchased from the University along with tuition, room, board and fees.
   c) There is a meal plan exemption process for students with an approved health issue, who live in the residence halls but request a release from the meal plan requirements.
   d) Students with meals plans with a fixed number of meals per week regain their full complement of meals each Monday before breakfast. Unused meals, at the end of the week, are forfeited at the conclusion of Sunday Late Night.
   e) Unused Declining Balance Funds or Flex can carry over from Fall Semester to Spring Semester only if they have a Spring meal plan. The University will retain unused Declining Balance or flex funds at the end of the Spring semester.
   f) Students and parents attending open houses, admission tours, or orientation shall be charged for meals pro rata at the prevailing 19 meal rate.
   g) Students returning early for the fall semester (athletics, band, staff, etc.) shall be charged for meals pro rata at the prevailing 19 meal plan rate.
h) Meal plans are not transferable, non-refundable, and may not be shared with another student, faculty, or staff member. The card holder is the only one authorized to use the meal plan.

i) Meal plans are contracted on a per semester basis. Unused meals are forfeited at the end of the semester.

j) Residential Dining Take-Out Program: The University is requiring that a student take out program is available. This allows the student to take out hot and cold food at select dining facilities.

k) There may be students that require a meal plan of less than a full semester or session. These meal plans shall be billed to the University on a prorated daily basis. Examples include workshops, inter-sessions, etc.

l) The Contractor must work in good faith with the University to provide meals during camps and conferences. The menu shall be negotiated and agreed to by the Contractor and the University’s Food Service liaison based on the number of participants.

m) Meal service at the Residence Dining hall shall remain fully operational fifteen (15) minutes beyond the end of dining room access hours.

n) Meal plan students required to be off campus for student teaching, training, athletic events, internships, or field trips will be provided with transportable meals by the Contractor. For a period of University-approved absence, it will be the University’s responsibility to notify the Contractor in advance of students to be provided with transportable meals.

o) The residential dining halls will be open for camps/conferences, as required. Information on camps and conferences held in recent years is included in Appendix A.

p) A significant number of students are required to be present on campus when school is not in session. For example, athletics, camps, and conferences have meal requirements outside of Operating Days shown in Appendix A. The Contractor will adhere to the already agreed upon rates for all conferences booked prior to the Contractor’s contract start date, then as mutually agreed upon by Agreement thereafter.

q) The Contractor shall service students with a meal plan at no extra charge while they are utilizing the University Health Services, including the preparation of therapeutic diets as ordered by the
University of Idaho

RFP # 21-08M

University Health Services. The Contractor shall provide food for students who have purchased a meal plan in their residence hall if, by order of the University Health Services, the student is required to remain in his/her room.

The Contractor shall offer menu cycles as submitted in the RFP and approved by the University. Changes to these cycles may be initiated by either the University or the Contractor but must receive approval of the University Dining Liaison prior to implementation, except for the following conditions:

(i) Emergency changes to the menu cycle are permitted only when due to equipment breakdown, delivery shortage, and other unexpected occurrences.

4. Meal Equivalency (A selection of meal options offered by a campus retail dining location in exchange for a single “meal plan swipe”) and Meal Cash Credit (a set dollar amount a student receives for use at select campus retail dining establishments or catering events, in exchange for a single “meal plan swipe”) as proposed by the Contractor in its Cost Proposal Response Template (Appendix D) are available and provide students with the opportunity to use their meal plans toward select meal or snack packages offered in select campus retail dining locations. Currently, this is not available but the University is interested in offering this value addition to the meal plan offerings.

5. The Summer and break service hours shall be negotiated between the University and the Contractor with The University having the final approval for such schedules. Historical summer and break service hours by university are provided in Appendix A for reference.

C. Pouring Rights

1. The University has a Pouring Rights Agreement with Swire Coca–Cola, USA. Contractor will be required to comply with any future Pouring Rights Agreements. The current agreement between the University and Swire Coca-Cola include but not limited to the following:

   a) 90% of all retail beverage availability on campus (whether sold by the University or by third parties). The remaining 10% can be supplied through competitive products not distributed by Swire Coca-Cola but limited to 20-ounce bottle products only.

   b) Swire Coca-Cola, USA will have exclusive vending rights

   c) Swire Coca-Cola, USA will retain control of cooler merchandising and space allocation in all campus retail locations
d) Swire Coca-Cola, USA will have exclusive rights to market and sample beverage products in all campus retail locations and on campus grounds.

D. Alcohol Policy

1. Alcoholic beverages may be present at University sponsored events in special circumstances. The Contractor will be required to carry an alcohol license for wine, beer and liquor, the latter maybe arranged through a third part vendor. The Contractor will be required to provide TIPS (Training for Interception) trained staff for all events serving alcohol.
II. UNIVERSITY RESPONSIBILITIES

A. Dining Services Facilities and Equipment

1. The Contractor Shall be responsible to report to the University and request needed repairs of cafeteria equipment and the Dining Services Facilities using the University work order system. All requested repairs require prior approval of the University. At University’s request, Contractor shall coordinate repair of Dining Services Facilities and cafeteria equipment with the University selected third party to maintain Facilities and equipment in a safe condition suitable for its intended use and in compliance with applicable laws.

2. University will maintain, repair or replace the Dining Services Facilities and equipment owned by them as necessary to maintain the Facilities and equipment in a safe condition suitable for their intended use and in compliance with applicable governmental laws, regulations, codes, and ordinances. Contractor shall be responsible for repairs and replacements, where it has been determined by the University that damages were due to negligence or intentional acts of the Contractor’s Employees.

3. The University will retain the right to use any and all of the Facilities for any purpose. Notice shall be given to Contractor prior to usage that is out of the ordinary and impacts Contractor’s standard operations.

4. The University will provide an initial Inventory of expendable and non-expendable supplies and service equipment (e.g., China, glassware, flatware and kitchen utensils).

5. The University is responsible for the annual cleaning and inspection of hood ducts above the ceiling, plenums and related vents and fans. The University shall be responsible for contracting to remove grease from the grease traps.

6. The University will be responsible for furniture and audiovisual set-up for campus sponsored events, the cost of which is to be borne by the University.

7. The University shall furnish and maintain fire alarms and extinguisher equipment and supplies as required by law, regulation or best practices.

8. The University will be responsible for all snow removal and cost.

B. Office Space

1. The University will provide the Contractor with available and adequate office space for its on-site management and administrative personnel, as well as existing office furnishings in these spaces at each campus.

2. The University is not responsible for any of the office equipment that the Contractor chooses to supply in its assigned office spaces.
C. Building Utilities

1. The University shall provide HVAC, electrical, water, sewer, gas, access to telephone, heat, internet access, conditioned air, and ventilation required for the Dining Services operations and equipment.

2. The University shall provide trash receptacles located in public spaces.

3. The University does not guarantee uninterrupted utility service or building access during emergencies. The University will not be liable for any damages or loss that may result from the interruption or failure of any such utility service, nor any loss of use or lost profit unless such interruption or failure is due to negligence of the University or its employees.

D. Audit of Financials, Agreement Compliance, Quality Assurance and Sanitation

1. The University will periodically, with or without advance notification, conduct financial reviews, agreement compliance, quality assurance and sanitation inspections of the food service Facilities and equipment with or without a Contractor's staff member. Consultant inspectors, acting as an agent of the University, shall have complete cooperation and access to all financial records, food service, production, and storage areas for inspections they may conduct to measure performance and participate in external benchmarking.

   a) Contractor will provide to the University, and/or third party as requested, all statistical and operating data required to complete internal and external benchmarking exercises.

2. The University shall periodically, with or without advance notification, conduct data gathering of customer behavior and satisfaction in order to measure performance and improve Dining Services operations.

E. Approval of Personnel

1. The University will have approval authority for all candidates to be assigned to any Dining Services management position. The University will interview and approve all management candidates prior to acceptance by the Contractor for employment to service this contract.

F. Insurance

1. The University will ensure the buildings within which the Dining Services will operate and all University-owned capital equipment and will bear the cost of said insurance.
G. Security

1. The Campus Security / Moscow Police Department will provide security service for dining facilities in the same manner provided for other University campus Facilities. Special security services may be provided upon request by Contractor with Contractor agreeing to fully reimburse the University for such special services.

2. The University's Campus Security is a resource and authority in the implementation of security measures.

3. The University will provide all locking devices and keys to Contractor at outset of the Agreement.

H. Technology

1. The University owns the hardware and software to produce mag-stripe ID Cards. The University also produces the student ID Cards.

2. The University owns the Point of Sale systems (POS) and will be responsible for Hardware replacement. Maintenance, annual fees and upgrades of the POS will be the Contractor's responsibility.

3. The University owns all of the digital signage unless stated otherwise in Appendix A. The contractor will have access to this digital signage to upload dining information.

I. Compliance & Network Security

1. The University will provide basic network security for Contractor-connected devices via network ACLs (Access Control Lists) and University campus firewalls. Nevertheless, the Contractor shall be fully responsible for any devices it owns that are connected to the University's network (such as credit card processing systems).

2. The University reserves the right to require periodic unauthenticated security and vulnerability testing of Contractor connected network devices and systems, similar to all other devices connected to the university network. Fiscal responsibility, remediating any issues found during security testing, shall be borne by the awarded Dining Services Contractor.

3. Any cashier station or self-service terminal that has the ability to accept credit cards as payment must be part of a system that is currently Payment Card Industry (PCI) Data Security Standard certified. The Contractor shall be responsible for PCI compliance of their services and systems and updating systems to stay current with PCI standards.

4. Contractor must annually, or upon request of the university, supply a current PCI Attestation of Compliance (AOC) verified by a third-party Qualified Security Assessor (QSA) that addresses all credit card processing.
5. The University reserves the right to disconnect or quarantine any network devices or systems which do not meet PCI compliance, pose a threat to the University systems or data, or fails to meet University published security standards.

6. The Contractor is responsible for all credit card processing fees through their own designated third-party credit card processor.

7. Any customer data that is initially obtained by the University, is property of the University. Any derived data from the University data is also property of the University. The Contractor has permission to use the data as they need in order to provide the services contracted by the University. The University will authorize the data transferred to the Contractor through the University Vandal Card system (Vandal card integrates housing, food service, and cashless retail into one campus card system, which the University will make available to the contractor). The Contractor must obtain explicit permission to disclose or exchange University data with 3rd parties.

J. Vehicles and Parking

1. The University will provide designated parking at or near the primary dining facility for Contractor’s designated catering or other food service vehicles, with access to a loading dock as appropriate.

2. The Contractors employees are required to purchase parking permits while on campus.

K. Technology Support Services

1. In terms of connectivity and support, the University’s role will be similar to that of an Internet Service Provider – providing network access to the Contractor. The University will not be responsible for securing the Contractor’s system – this will be the Contractor’s responsibility. The University will decide if they shall provide the Contractor with University email accounts. The University will decide if they shall provide the Contractor with University computing accounts, email addresses, or email address forwarding.

2. The University shall not be responsible for providing any software or licensing to the awarded Contractor, with the exception being the VandalCard system. The Contractor shall provide any software and licensing for their own systems.

3. The University shall provide internal and external network connectivity for Contractor devices and systems at specified locations upon request. Wiring and Ethernet port costs for said locations, where not already available, will be paid by the Contractor to the university, or the university-designated wiring installer. All network wiring installation must meet current university IT standards at time of install. Ethernet jacks provided to the Contractor represent a clear demarcation point of responsibility for support. Devices connected to these jacks are solely the responsibility of the Contractor. This being the case, the Contractor shall be responsible for any and all technology support of these devices.
4. The University shall provide static IP addresses and fixed DHCP reservations for the awarded Contractor upon request. Devices may use private IP addresses with network address translation (NAT) unless there is requirement for public IP addresses. It is the responsibility of the Contractor to clearly document any such needs and provide necessary information (i.e., make, model, hostname, MAC Address, etc.) to The university’s IT department. All devices must be registered with university IT before being connected.

5. The University shall provide inbound firewall policy exceptions for devices with static IP addresses upon receipt of properly documented requests. It is the responsibility of the Contractor to clearly document requested exceptions (source, destination, and ports) and provide them to The University’s IT department. Firewall exceptions are subject to approval by University IT Security.
III. Contractor’s Responsibilities

A. General Scope of Responsibilities

1. The Contractor shall, at a minimum, provide the Dining Services (“Services”) as set forth in this RFP in support of the University’s Dining Services operations. Contractor shall provide the Residential Dining Services, Retail Dining Services, additional meal services (including meals for pre-semester early arrivals, between-semester students, and students required to be on campus during break periods, such as athletes, residential advisors, and band members), Concessions, and Catering at times and locations as required by the University. Except as specified herein, no other services shall be provided by the Contractor unless agreed to in writing and attached as an amendment to the Agreement.

2. The Contractor shall have the general duty and responsibility of managing the Dining Services in a good and efficient manner and shall, in a timely manner, in good faith, with due diligence, and for the best interests and benefit of the University, perform its duties and comply with Services as outlined in Section III of this document.

3. The Contractor is required to operate year-round as required by the University. This includes providing Services for summer camps, conferences, or other periods outside the academic calendar (see Appendix A for the University’s historical needs outside of the academic year).

4. The Contractor shall provide all necessary services, supplies, food, labor, and management as an “Independent Contractor,” such term as being defined by the Internal Revenue Code.

5. The Contractor shall have exclusive rights to provide residential dining, Catering and retail dining on the University campus. Exceptions may be granted by the University’s Dining Liaison.

B. Transition Plan

1. At least 60 days prior to the contract go-live date, Contractor shall provide the University with a detailed, executable transition plan for assuming management of the Dining Services at the University and for the successful transition/opening of the University’s Dining Services operations. The transition plan shall be subject to review and approval of The University, who shall retain the authority to make alterations to the plan as deemed necessary to ensure a smooth transition through the start of operations. A tailored Transition Plan shall be developed for the University.

2. The Contractor shall provide all necessary professional coordination services for implementation of the transition plan at its own cost and expense.
3. The Contractor shall attend meetings as required by the University to ensure a smooth transition into both summer camp and Dining Service operations. The transition plan shall be implemented such that a July 1, 2021 contract go-live date can be achieved.

C. Compliance with Regulations

1. The Contractor and its Employees shall comply with University policies concerning conduct, health, harassment, safety, discrimination, smoking, sanitation, security, and efficient operation of quality Services.

2. The Contractor and its Employees shall comply with applicable governmental laws, regulations, codes and ordinances related to the Services provided by Contractor.

   a) Within twenty-four (24) hours after a governmental inspection of any Dining Services facility, Contractor shall provide a copy of the inspection report to the University.

   b) The Contractor shall pay to the appropriate governmental authorities’ applicable payroll, sales and use taxes, and contributions that may be assessed as a result of providing the Services.

3. The Contractor agrees to obtain all licenses from the Federal, State, and Local authorities necessary to conduct activities hereunder and further agrees that the Contractor shall, at all times, comply with all Federal, State, and Municipal Laws and Ordinances relative to activities hereunder and all rules and regulations of the Board of Health and Board of Fire Underwriters having jurisdiction over the Premises. The following is a partial list of licenses required, but may not be all-inclusive:

D. Connecting to the University’s Computing Environment

1. The University shall allow Contractor access to its computer networks at various University locations. The Contractor shall protect the University’s information, computer systems, and data communications connections.

2. The Contractor shall use all means necessary or required by the University to prevent the transmission of any computer virus to any University computer system through Contractor’s use of University data communications connections. All computers connected to a University network or any other University computer system or terminal shall have installed thereon virus detection software approved by University. This software shall be properly configured to execute whenever the system is in use.

3. The Contractor shall consider any password used in accessing the University systems, and any and all information made available to Contractor as a result of having gained access to University systems and resources, to be confidential information. Contractor may disclose confidential information only to users authorized on a “need to know” basis.
4. The Contractor shall report any known or suspected security breaches that might place University computing resources, data, or information processes at risk.

E. Systems Management, Software, and Data Processing

1. The Contractor shall provide management systems, procedures, training support and data processing software applications needed to provide the following:

<table>
<thead>
<tr>
<th>Catering planning and cost accounting</th>
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<tbody>
<tr>
<td>On-site staffing, employment records and labor relations</td>
</tr>
<tr>
<td>Catering per function cost accounting</td>
</tr>
<tr>
<td>Operating Statement, budgets and analysis</td>
</tr>
<tr>
<td>Statistical data accumulation and analysis</td>
</tr>
<tr>
<td>Product purchase, Inventory and usage by facility</td>
</tr>
<tr>
<td>Quality and sanitation assurance</td>
</tr>
<tr>
<td>Menu planning, menu cost estimating and menu printing</td>
</tr>
<tr>
<td>Health and safety program equal to or exceeding industry standard</td>
</tr>
<tr>
<td>Contractor shall not load any University-owned system on personal computers without written permission</td>
</tr>
</tbody>
</table>

2. The Contractor, at its expense, shall provide trained personnel to operate the Point of Sale units at all Dining Service Facilities.

3. The Contractor shall pay for the annual maintenance and upgrade fees for the Point of Sale System.

F. Website

1. Contractor, at its expense, shall establish and maintain a custom, high quality, Guest interactive, informational website for the University’s Dining Services that is linked to the University’s website, at a location on the University’s website designated by the University.

2. Contractor’s informational websites shall not include any third-party advertising without the prior written permission from the University. At a minimum, the website shall contain information on the following:

   a) Dining locations, days/hours of operation, menus and pricing;
   b) Residential meal plan options, pricing and policies;
   c) Voluntary meal plan information, promotional materials, and online purchase capability;
   d) Nutritional and wellness education information;
   e) Catering menus, pricing and policies;
University of Idaho

RFP # 21-08M

f) Online, interactive software platform for web-based catering ordering; and

g) Information and links regarding the Dining Services’ sustainability practices, including sources of foods from local farms.

3. Website information shall be kept current at all times.

4. The Contractor’s website shall be customized for the University to include University brands and logos.

5. The Contractor shall develop and maintain a downloadable mobile application for the Dining Services. Application will feature dining locations, hours, menus, and other key components as designated by The University.

6. The University may take such actions as it deems appropriate to maintain the integrity of its website and, accordingly has the right to remove or temporarily restrict access to the Contractor’s link at any time. The Contractor shall use its reasonable efforts to advise the University immediately of any activities that may adversely affect a University’s website. The University has the full and exclusive right to grant or otherwise permit Contractor to access University’s website and use University’s site links.

G. Annual Business Plan

1. The Contractor shall be responsible for development and implementation of an Annual Plan for The University for the successful continuation of the Dining Services for each year of the Agreement term. The plan should be developed by February 1 of each year. As part of the Annual Plan, the Contractor shall provide the University with a Dining Services assessment that, at a minimum, incorporates the following:

   a) SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of current Campus Dining Program;

   b) Evaluation of the University’s Dining Services versus best practices in collegiate dining;

   c) Market Basket Survey of on-campus retail and catering pricing in comparison to off-campus competitors and similar higher education institutions;

   d) Peer campus survey of meal plan configuration and rates in comparison to University;

   e) Based on all of the above, recommendations for service, program and/or policy modifications for the next Agreement year, as well as recommended equipment additions, subtractions or replacement;
f) Student satisfaction data and action steps to improve on the service.

g) Planning and/or implementation of new dining locations and/or modifications to existing dining operations;

h) Meal plan configuration, pricing and policies;

i) Menus, concepts, pricing, and days of service/hours of operation for all service locations;

j) Catering menus, pricing and policies;

k) Summer camp/conference Services menus, pricing and policies;

l) Detailed marketing plan, with specific revenue enhancement strategies and objectives for mandatory meal plan sales, voluntary meal plan sales, retail meal sales and catering sales;

m) Employee training plan, including budget;

n) Preventive maintenance suggestions for equipment;

o) Continuous improvement plan;

p) Sustainability plan;

q) Health and wellness program;

r) Objectives for local agricultural products purchases;

s) Capital expenditure plan and budget for both Contractor and University provided capital expenditures;

t) Small Wares expenditure plan and budget for Contractor provided small wares;

u) Catering credits authorized by the University;

2. Once the final Annual Business Plan is approved by the University, which each shall have the right and sole discretion to do, Contractor shall be responsible for complying with the Annual Business Plan and shall not substantially deviate from it without the express written consent of the University. At the close of each academic semester, or more frequently if deemed necessary by the University, Contractor and the University shall meet to review operating results for the Fiscal Year to date, as well as operating plans for the balance of the Fiscal Year.
3. Should the University request significant changes to a previously approved Annual Business Plan due to changing service needs on campus, such an action will constitute a fair negotiation situation with regard to any required compensation by the University based upon a demonstration of financial need by the Contractor.

H. Protection of Persons and Property

1. The Contractor shall exercise due care and diligence to prevent any injury to persons or damage to the facilities, or other property or equipment of the University.

2. The Contractor shall notify the University of any emergency situation or condition potentially endangering human health or safety, or damage to the Facilities or other Property or equipment of the University. The Campus Security / Moscow Police Department is open and available 24/7.

3. Contractor will be responsible for the cost for the replacement of lost keys. If a University determines that keys lost by Contractor or its employees could compromise campus security, Contractor will be responsible for paying all costs associated with re-keying designated locations.

4. Contractor may request a University to re-key the facilities with Contractor paying any costs of such re-keying.

I. Interruption of Services

1. The Contractor shall notify the University immediately if Contractor is aware of an eventuality that may necessitate an interruption or modification of the Services.

J. Use of Facilities

1. The Contractor shall obtain written approval from the University prior to utilization of the Facilities or equipment for any purpose other than providing Dining Services to that University.

2. The Contractor is prohibited from utilizing University Facilities, equipment, utilities, or vehicles to provide services for non-University related events without express written permission from that University.

3. The Contractor shall obtain written approval from the University prior to removal or modification of any Facilities or equipment owned or leased by that University.

4. The Contractor shall provide the University Dining Services liaison, or other individuals designated by The University, unrestricted access to the Dining Services areas.

5. If new retail or residential dining concepts are proposed, they must use the existing infrastructure. Any physical changes to the proposed facilities/equipment will be at the Contractor’s expense.
K. Cleaning and Sanitation of Facilities and Equipment

1. The Contractor shall be responsible for cleanliness of the serving and dining areas and maintenance of sanitary conditions. This includes spot cleaning of tables and chairs during service periods as well as cleanup of any spills that occur in these areas. The Contractor will comply with all local health regulations and requirements in regard to pandemics.

2. The Contractor shall operate and maintain all Facilities in accordance with all laws, ordinances, regulations and rules of federal, state and local authorities. Structural, utility, and equipment changes necessary in order to comply with such requirements and standards for which the University is responsible shall be made by the University at its expense.

3. The Contractor shall maintain the Hazard Analysis and Critical Control Points System ("HACCP") and have all required documentation.

4. The Contractor shall implement ServSafe standards as the minimum accepted standard.

5. The Contractor shall maintain a clean appearance in all dining Facilities during all meal periods. All empty soiled tables shall be cleaned within 15 minutes of customer departure. Spills and debris should be cleaned immediately when observed by employees.

6. The Contractor shall require its vendors to provide inspections and reports as part of their service. This includes but is not limited to onsite sanitation inspections, product purchase reviews and franchise inspections. A copy of all inspection reports shall be on file in the Dining Services office and with the Dining Liaison, with any discrepancies or concerns immediately reported to the University. The Contractor is responsible to implement corrective measures required as a result of these inspections. Reports of planned corrective action shall be submitted to the University within twenty-four (24) hours of receipt of an inspection report or within such extended time as approved by the University.

7. The Contractor shall be responsible for and bear the cost of daily cleaning of all of the areas under its control including storage, kitchen, entrance ways (6 feet from building at all dining service Facilities and complete patio areas.) production, serving, seating and miscellaneous areas such as private dining rooms, lobbies, hallways, loading docks, stairways and elevators, lockers, and restrooms. This cleaning shall include equipment, floors, walls and furniture under the Contractor’s control.

8. The Contractor shall have personnel with sufficient training to ensure the highest standards of sanitation and housekeeping.

9. The Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas under its control. Schedules shall be posted and
implemented no later than thirty (30) days after the beginning of the Agreement. Schedules are to be on file in the Contractor’s Dining Services on-site office for review and approval by The University.

10. The Contractor shall be responsible for the daily pick up of compost materials and the disposal of garbage, fryer oil, and debris normally associated with daily Dining Service operations at each facility. The University will bear the cost of trash removal by a third-party contractor. Section KK Sustainability outlines sustainability requirements relevant to waste disposal.

11. The Contractor shall be responsible for bringing all accumulated waste to designated collection points approved by the University.

12. A professional company with trained cleaning services staff, prior to the start of each semester, shall deep clean all carpeting and tile in the All-You-Care-To-Eat locations and all Retail Dining Service Facilities at the Contractor's expense.

13. The Contractor, at its expense, will have a bacterium count on china, glassware and flatware conducted by an independent and certified professional laboratory at least once each month. A total count exceeding one hundred (100) Colony Forming Units microorganisms and detection of any E. coli for each tested area will be considered unsatisfactory. A copy of all reports shall be on file in the Contractor’s Dining Services on-site office, with a scanned electronic copy of results sent to the University Dining Service Liaison. Any unsatisfactory report shall be immediately reported to the University Dining Service Liaison with email notification provided to the University foodservice consultant. Contractor shall use paper products until laboratory reports are satisfactory.

14. The University shall provide extermination services monthly, or more frequently if required, in the areas occupied by Contractor. Contractor shall report to the University Dining Service Liaison in writing any follow up required by the extermination company. A report of services rendered shall be on file in each Dining Services on-site office. Any concerns with the exterminator are to be made in writing to the University Dining Service Liaison.

15. The Contractor shall take additional precautionary measures as it relates to Federal and State Pandemic guidelines regarding cleaning, sanitation, and preventative measures.

**L. Maintenance of Dining Services Facilities and Equipment**

1. The Contractor shall provide routine care and cleaning for the Dining Services equipment in accordance with the equipment manufacturers’ written recommendations.

2. The Contractor shall be responsible for the daily cleaning of grease hood filters and the quarterly cleaning of grease hood ductwork below the ceiling. The internal hoods and ventilation systems shall be cleaned and maintained by an outside third-party
contractor retained by the University at its own expense. Therefore, the Contractor shall not be responsible for the scheduled cleaning of this equipment above the ceiling.

3. The Contractor shall be responsible to report to the University and request needed repairs of cafeteria equipment and the Dining Services Facilities using the University work order system. All requested repairs require prior approval of the University’s Dining Liaison. The Contractor shall notify appropriate University officials of equipment malfunction and shall not attempt any repairs.

4. The Contractor shall return to the University, at the expiration or termination of the Agreement, all equipment furnished by the University in the condition in which it was received, with the exceptions of a) normal wear and tear; b) casualty due to fire, flood, or other unavoidable occurrence; or c) theft by non-Contractor employees without negligence on the part of the Contractor. In the event that University-owned equipment must be replaced due to ordinary wear and tear or for improvement of the operations, unless otherwise agreed between the parties, the University will be responsible for such equipment replacement costs.

5. The University is responsible for a preventative maintenance program for the University-owned Dining Services equipment.

M. Pre-existing Catering Agreements

1. The Contractor shall honor any pre-existing executed catering contracts for special events, conferences, camps, etc. that were put in place prior to the start of the Agreement. The Contractor may, however, offer additional options to the customers who contracted for those catering events, with University approval.

N. Scheduling of Deliveries

1. The Contractor shall, at all times, comply with The University’s traffic rules and regulations. Time of product delivery and on-site services provided by off-site vendors shall be subject to approval by The University.

O. Graphics and Advertising

1. The Contractor shall obtain approval from The University prior to use and display of University logo or its program graphics on menu boards, tabletop displays, promotional advertising, and/or bulletin boards.

P. Service Formats, Pricing and Portions

1. The Contractor shall not make changes or modify Services, including type of operation, hours of operation, food variety/selection, Contractor staffing, or pricing to customers without prior approval of University.
2. The Contractor shall develop and serve a menu mix which is responsive to University’s needs and evolving trends and provides the following:

   a) Innovative variety of high-quality, fresh, sustainable, appetizing and nutritious foods;

   b) If requested by the University’s Dining Services Liaison, the Contractor shall provide a prepared test sample of any proposed menu item or promotional offerings;

   c) The Contractor shall offer a variety of healthy options every day for breakfast, lunch and dinner; and

   d) Nutritional and allergy information shall be listed at each site, either at each station or easily accessible in a conspicuous location including, but not limited to, ingredients, calories, carbohydrates, total fat, saturated fat, sodium, and protein. The same information shall be listed on all grab and go items.

3. The Contractor shall engage students in the full food experience from raw products to cooking, creating a level of transparency in the food preparation and dining experience and integrating them in the residential dining experience. Contractor shall engage customers by:

   a) Educating on health and wellness through classes, demonstrations and the dietician

   b) Creating community through marketing, promotions and special events

   c) Increasing connections to the University through education, student career advancement, as well as programmatic and financial support

Q. Menus, Portions, Recipes and Menu Cycle

1. The Contractor shall maintain an on-site food recipe file for products served. Foods shall be prepared and served in accordance with the recipe. The food recipe file shall remain the property of Contractor.

2. One (1) whole muscle meat shall be served at all lunch and dinner meal periods without exception. No Textured Vegetable Protein (TVP) or Soy additives or extenders shall be added to any formed meat products.

3. In each residential dining facility, the customer will be allowed unlimited portions from any area that is self-serve and unlimited seconds on all items. Any second portions shall be served on a clean dinner plate. Servers will not accept a used plate from a customer who returns for a second portion.
4. Leftover foods will be kept to a minimum and storage will adhere to ServSafe and HACCP Guidelines.

R. Purchasing

1. The University reserves the right to conduct random audits of Contractor’s invoices during the term of the Agreement for the purpose of ensuring compliance with product standards, local sourcing goals, and sustainable initiatives is met.

2. The Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing, and keeping Inventory of all foods and direct supplies, and will pay for all food and direct supplies related to food production, service and management applicable to this Agreement. The Contractor must be able to show a clear audit trail for all transactions.

3. The Contractor shall require all purchases be delivered in transportation containers with proper refrigeration temperatures to maintain quality of product. Any purveyor not meeting or providing adequate refrigeration or protection from product deterioration during transport shall be, at the discretion of the University, barred from the University as an unacceptable purveyor. It will be the Contractor's responsibility to replace the purveyor with someone acceptable to the University.

S. Product Standards

1. The Contractor shall provide freshly prepared products, local ingredients, and limit the use of processed foods. There is also a desire to include authentic regional and international foods.

2. Only vegetable-based, non-hydrogenated oils shall be used in cooking/and or preparing foods. All oils used must have the prior approval of the University.

3. Contractor shall ensure consumable products meet or exceed the following minimum food product specifications:

   a) Meat, meat products, poultry and poultry products, and seafood products shall be slaughtered, processed, manufactured, and packed in plants operated under a USDA inspection program and bearing the appropriate seal.

   b) Minimum grading requirements are as follows:

<table>
<thead>
<tr>
<th>Product Type</th>
<th>Grade/Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beef, Lamb and Veal</td>
<td>USDA Choice or better</td>
</tr>
<tr>
<td>Ground Beef</td>
<td>100% Beef, maximum 20% Fat</td>
</tr>
<tr>
<td>Pork</td>
<td>USDA Grade No. 1</td>
</tr>
<tr>
<td>Poultry</td>
<td>USDA Grade A</td>
</tr>
<tr>
<td>Seafood</td>
<td>USDA Top Grade</td>
</tr>
<tr>
<td>Provisions and Variety Products</td>
<td>USDA Grade No. 1</td>
</tr>
</tbody>
</table>

25
Sausage Products – Federal, State and Local inspected plants, Grade No. 1
Milk, Butter (92 score) and Cheese products shall be USDA Grade A
Eggs shall be USDA or state Grade A, size Large
Fresh fruits and vegetables shall be USDA Fancy to Grade No. 1
Frozen, dry stored and canned fruit/vegetables shall be USDA Grade A Fancy

T. Contractor’s Employees

1. The Contractor shall assign and maintain a management staff for the University with the background, education, training and experience to operate and manage a foodservice operation of this magnitude. The Contractor should explore how it can utilize a shared services model where management resources are leveraged across the seven (7) participating University to create efficiencies and maximize synergies. The University shall interview and approve all management and supervisory position candidates before any commitment or hiring by the Contractor.

2. The Contractor shall ensure at all times that all managerial and hourly staff display an appropriate identification badge (name and title) to be approved by the University.

3. The Contractor shall ensure that all Employees, full-time, part-time and students, are trained in their job positions, and fully understand the job before working the position.

4. The University is committed to ensuring that all activities conducted on the University campus promote and protect the health, wellness, safety, and security of students, including minors under the age of eighteen who participate. In order to ensure that this objective is met, Contractor agrees to the following provisions:

   a) **Background Clearance.** All Contractor personnel (including student workers) involved with the operation and oversight of the Dining Services will be required to have the following satisfactory clearances add specific University of Idaho language. Contractor shall maintain records of the clearances and provide a report to The University showing the name, date and satisfactory clearance status of all personnel involved with the Dining Services. In addition, The University will have the right to review the clearance files to validate that there is no disqualifying information. All clearances must be renewed every two years.

   b) **Staff Code of Conduct.**

   c) **Mandated Reporting.**

5. At no time shall student workers be unsupervised.

6. Training: Employees shall be required to meet the necessary qualifications of ServSafe and HACCP systems. The Contractor shall be required to have the resources and staff for continually providing satisfactory training and development programs for all
Employees, supervisors and managers at all levels of the organization. A record shall be maintained with a summary of the content of the training sessions and all attendees. This record will be filed in each Contractor’s Dining Services on-site office and be available to The University.

7. Uniforms and Dress Code:
   a) The Contractor shall provide uniforms with nametags for its Employees. Contractor shall submit, for the University’s approval, a sample of the proposed uniform, including nametags. The University will supply any required branded logos for the uniforms.
   b) While performing their work assignments, Employees shall wear uniforms and nametags approved by the University. This includes all full-time and part-time Employees and student workers.
   c) Contractor shall be responsible for maintenance and cleanliness of its employees’ uniforms.

8. University expects regular visits from the Contractor’s designated management resource(s) on a mutually agreed upon schedule. The site visits and inspection shall include:
   a) Inspection of the preparation and serving of the Residential Dining Services, Retail Dining Services, and Catering;
   b) Interaction with customers during serving periods to determine levels of customer satisfaction and to encourage customer recommendations to enhance the Services;
   c) Inspection of the sanitation and quality assurance procedures;
   d) Meeting with the University to review the Services, receive feedback and discuss continuous improvement;
   e) Provide oversight of on-site financial/accounting methods and procedures;
   f) Within forty-eight (48) hours after a request from a University, Contractor’s designated management resource shall visit the site to address issues of concern to that University, and
   g) After each visitation, the Contractor’s designated management resource will provide to the University follow-up documentation of visitation with observations, recommendations, and an action plan for any areas that need immediate attention.
University of Idaho

RFP # 21-08M

9. The Contractor’s Employees shall park in areas designated by the University.

10. Unless provided for in this contract, Contractor shall not enter into a contract with any other party for furnishing any of the work or services herein contracted for without the written consent, guidance and approval of a University Dining Services Liaison. Any subcontract hereunder entered into, subsequent to the execution of this contract, must be annotated "Approved" by both a University Dining Services Liaison and the contracting officer.

11. The Contractor shall display photographs of all management staff on the University’s Dining Services website. This site is to be updated regularly and within 48 hours of any management change.

U. Minimum Qualifications of Key Site and Shared Personnel

1. Contractor will maintain adequate management and operational staff to ensure quality dining service operations and meet all RFP requirements. Contractor shall propose a best-in-class management and staff organization structure and describe in detail the qualifications of each key proposed resource (e.g. dining and catering managers, lead chefs, dieticians, marketing leads, etc.).

V. Contractor Financial Reporting Guidelines

1. The Contractor shall provide a detailed Profit and Loss Statement, submitted monthly and a summary at the end of each Agreement year identifying all sources of sales/revenue (board, flexible spending dollars, cash, other) by facility from where the sales were generated.

2. The site-specific financial performance statements shall be accurately computed and submitted to the University by the 15th business day following the close of the Accounting Period.

3. The Contractor shall provide complete records of the total amount of food served to students and the number of students served daily by meal shall be maintained and certified to be accurate by the Contractor upon request by the University. General ledger backup shall be available and provided to the University at its request.

4. The Contractor’s accounting system shall produce reliable, accurate Operating Statements in a format approved by the University.

5. The Contractor shall accommodate all reasonable requests from the University for changes and additions to reporting formats.

6. The Contractor shall comply with the requirements of the Gramm Leach Bliley Act (GLB) dealing with the confidentiality of customer information and the safeguards rule. Covered data and information include Student Financial Information, required to be
protected under the GLB. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories, and Social Security numbers.

W. Revenue Management

1. The Contractor shall notify the University of the banking institution utilized by Contractor providing the Services and prior to any change thereto.

2. The Contractor shall record and itemize charge sales. Contractor shall exercise standard and customary means to pursue collection of charge sales.

3. The Contractor shall collect, record and deposit Cash Sales. Contractor shall be solely responsible for the security of monies and personnel during collection, holding and transport of monies. Losses due to theft or misappropriation of any nature shall be the sole responsibility of Contractor.

4. The Contractor shall process all customer transactions involving a credit card or debit card. Contractor shall be responsible for Payment Card Industry compliance in its own tools and systems.

X. Accounting and Budgeting

1. The Contractor shall provide separate Operating Statements and Budgets for the Residential Dining Services, Retail Dining Services, and Catering in accordance with a format agreed upon between the University and the Contractor.
   a) The Operating Year will consist of 12 Accounting Periods pursuant to the calendar to be provided by the University to Contractor.
   b) By January 1 of each year, the Contractor shall submit to The University a preliminary Annual Budget for Dining Services operations for the next operating year, July 1 through June 30.
   c) Operating Statements are to include the previous Accounting Period and year-to-date totals for each line item.

2. The Contractor’s budgets shall not contain automatic inflation-based adjustments. Justifications of any proposed increases or decreases in prices or expenses shall be detailed in writing as part of the Annual Business Plan, tied to changes in the relevant price indices or market conditions, and subject to approval by the University.

3. The Contractor shall maintain separate cash and charge records for all cost units to include: Residential Dining Services, Retail Dining Services, Concessions, and Catering for each facility, including any off-campus business.
University of Idaho

RFP # 21-08M

Y. Pricing

1. Annual Pricing - Contractor shall provide recommended price changes to the University by December 15 for the following contract year. Justifications of any proposed increases or decreases in prices shall be detailed in writing as part of the Annual Business Plan, tied to changes in the relevant price indices or market conditions, and subject to written approval by the University (with a response provided by the University no later than January 15 of each year for the following contract year).

Z. Payment

1. The Contractor shall invoice the University weekly for the number of students certified to the Contractor by the University during the previous week (not including Guest meal fees, which will be collected directly by the Contractor). Upon review and verification of services received, payment shall be promptly made by the University. For billing purposes, the week begins Monday at 12:01 AM and ends Sunday at Midnight.

2. For the block plans, the University shall certify to the Contractor the actual number of meals consumed by all students on the block meal plans during the previous week and shall pay the Contractor accordingly.

3. The Contractor shall receive the remaining value of all block plans at the end of the semester if meal participation goals are achieved, as defined in Appendix F, the Key Performance Indicators (KPI) exhibit. Otherwise, the Contractor shall receive a portion of the value of unused meals, as outlined in Appendix F. Throughout the academic semester, the Contractor shall invoice the University and receive payments for the number of meals consumed. On the final board bill of the semester, adjustments shall be made for any remaining (unused) meals on the block plans.

4. Automated Clearing House (ACH) payment shall be the standard.

5. For all meal plans, the Contractor shall be paid on a pro-rata basis for partial days based on the number of meals available for that week. For example, the billing for a week during which the University requires only 9 meals to be served will be billed at 9/19, 9/14 or 9/10 of the contracted weekly charge for the 19 meal a week, 14 meal a week, and 10 meal a week meal plans. The pro rata basis will be based on 3 meals per day.

6. At a minimum, the following information shall be furnished on all invoices (invoices must include line item detail):
   a) Period covered;
   b) Number of contracted students serviced on each plan for the period covered by the week;
   c) Rate per plan;
d) Cost per plan for the period covered;
e) Total cost for the period covered; and
f) Miscellaneous costs including the specific item, purpose, justification and cost
g) Catering invoices must include the catering invoice #, date of service, name of the group, and University contact.

7. Any unspent flexible spending dollars in student accounts at the end of the year shall be forfeited to the University.

8. The Contractor shall not penalize the University in any way, including charging interest or fees, for late payment.

9. The Contractor shall furnish and serve meals in the dining Facilities from the daily menu to students, University employees, their families, and University Guests who have not contracted for a meal plan at the University Casual Meal Rates (per the Contractor’s proposed Casual Meal Rates in the Cost Proposal Response Template – Appendix D).

10. The Contractor shall, on a pro rata basis, and on official notice from and at the discretion of the University, make refunds, issue credits or cancellations for changes to the University for the withdrawal of persons from participation in the regular term or summer sessions. The University is responsible for prompt notification to the Contractor of any withdrawals from the Contract plan.

AA. Security

1. During periods when Employees are scheduled to work, Contractor shall maintain adequate security of the Dining Services Facilities, equipment, supplies and products and will follow any site-specific security guidelines provided by the University.

2. The Contractor shall secure designated doors, windows, openings, and storage areas within the Dining Services areas based on its best judgment, and as directed by the University.

3. The Contractor is exclusively responsible for the theft or loss of any equipment, monies, supplies or products, whether owned by Contractor or the University, which occur as a result of Contractor’s failure to maintain adequate security where physically capable of securing such Facilities.

BB. Catering Services
1. The Contractor shall have exclusive rights to provide services for all catered events held in All-You-Care-To-Eat dining halls, all campus buildings and all retail locations.

2. The Contractor shall have first right of refusal for all Catering Services with the exception of events under one hundred and fifty dollars ($150.00) which allows University groups to secure catering from outside caterers. In special circumstances (i.e. for events that the Contractor is unable to adequately service), the University Dining Service Liaison shall have the authority to waive the first right of refusal.

3. All catering shall have a billable Fund Center number identified at the time of the reservation. Special exceptions to the exclusivity provision will be addressed with a University’s Vice President for Administration and Finance or designee.

4. The Contractor shall provide catering services that provide a complete catering experience with Catering Services to include but not be limited to online ordering, billing, confirmation of services, foods, beverages, linens, and food rental equipment.

5. The Contractor shall provide a comprehensive catering menu including breakfast, lunch, dinner, beverage/snack breaks, and receptions, and offer a wide variety of service options and price ranges.

6. The Contractor shall be sensitive to the differing needs of various University constituencies and recognize that creative menus and service techniques are required to support the University’s reputation for excellence and innovation. Due to operating budget constraints, University personnel are often sensitive to price. The catering program shall be flexible enough to provide serving sizes and service options that will accommodate these concerns.

7. The Contractor must provide a minimum of three (3) tiers of service similar to those described below to maximize service to Guests.
   
   a) Budget Oriented Service: This service is for enrolled students, staff, faculty and student organizations. An example would be pizza pick-up where students are responsible to pick up the product and clean up after the event, or a sponsored picnic event where the Contractor supplies product and some service, but with assistance from student organizations in set up, staffing and clean up. Also, registered student organizations may place orders for groups of 10-50 through any Contractor-controlled food service venue.

   b) Value Service: Drop off buffet service with limited set up and bus service or clean up.

   c) Full or Premium Service: Buffets or served meals with full wait staff and bus service.

   d) Fine Dining or Presidential Signature Events.
8. For events planned prior to contract go-live, the Contractor must honor the specific catering service commitments of menus, confirmed prices and other arrangements made by the previous Contractor, and known by the University, prior to the beginning of this current contract.

9. The Contractor shall be required to provide, at Contractor expense, the following software and hardware in support of the Catering program: Event and Catering Management software and hardware, including interactive software platform for web-based Catering ordering substantially similar to Caterease or Catertrax.

10. The Contractor shall be responsible for the proper training of any Employee assigned to catering events. Minimum staffing guidelines shall be mutually established and agreed to by Contractor and the University, based on event type and location.

11. The Contractor shall ensure that events are completely set up and ready for service at least 30 minutes prior to the scheduled event start time. Hot Food may be delivered 15 minutes prior to start time to ensure a quality product.

12. The Contractor shall ensure the following requirements are met:
   
   a) All foods shall be labeled with allergens,
   
   b) Dispatch and breakdown area are to be camouflaged from customers,
   
   c) Contractor is responsible for the complete set up and breakdown of all event space with respect to bars, tabletops, linens and equipment,
   
   d) Tables should be properly set with linen and decorative décor, using properly cleaned service ware and glassware, as appropriate.

13. Should Contractor wish to use the campus dining program to engage in non-University related off-campus catering business in the local community, such business must be approved in advance by the University Dining Liaison, including reporting mechanisms and compensation arrangements. In all cases, the catering requirements for the University are and shall remain a top priority and take precedence over any off-campus catering business. Contractor retains the responsibility for collecting and paying of all required taxes associated with non-University catered events.

14. The Contractor shall ensure that China, glass, silver and biodegradable wares used for catered events shall be of superior quality. Minimum service ware standards shall be mutually established and agreed to by Contractor and University, based on event type and location.

15. The Contractor shall be solely responsible for securing its equipment promptly at the closing of an event. When specialized catering equipment is required it shall be
procured or rented by the Contractor if it is not available in the Contractor’s equipment Inventory.

16. The Contractor shall be required to remove all food and beverage catering products at the end of the event, within two (2) hours of event completion. The Contractor is required to remove large rental equipment provided for the catering event within twelve (12) hours of the end of the event, unless written approval is provided by the event coordinator.

17. Delivery will be charged at the rate established for all off campus University facilities. The Contractor may provide off site catering to the following locations:

18. After a catered event the catering manager shall forward to the event sponsor an evaluation form. Any negative comments shall be immediately discussed with the event sponsor. Copies of completed evaluation forms and written corrective actions, as needed, shall be forwarded to the Dining Service Liaison no later than two weeks after the event.

19. The Contractor shall abide by any alcohol policy implemented by the University and all Contractor employees serving alcoholic beverages will be TIPS (Training for Interception) trained.

20. The Contractor shall furnish the Dining Service liaison access, via the catering software, to information regarding all catered functions including date of event, menu, costs charged, and sponsor prior to the event.

21. The Contractor should provide a Meal Cash Credit for all students participating in a meal plan who attend a catered event, special function, barbecue, picnic, etc. that is University sponsored. The Contractor shall propose in its Cost Proposal (Appendix D) a Meal Cash Credit which will be applied toward the value of the meal. The Meal Cash Credit is a set dollar amount a student receives for use at select campus retail dining establishments or catering events, in exchange for a single “meal plan swipe.”

22. The Catering Manager should respond to all catering requests within a reasonable time period.

23. The Contractor shall remit to Idaho State tax commission any State Sales Tax that the State instructs the Contractor to, as it applies to any revenue generated from either business conducted by Contractor outside of the University premises or where outside business would come to campus and not be classified as tax exempt. This will be handled by the Contractor on case by case basis.

24. The Contractor shall cater all meal requests for performers, artists and other special guests at the various sites on campus. Contractor should be flexible to cater special meals.
25. The Contractor shall move all furniture to set up Catering events in the Facilities under their control.

CC. Performance Metrics and Quality Assurance

1. The Contractor shall agree to the Key Performance Indicators (KPIs) and associated penalties for non-performance outlined in Appendix F of this RFP.

2. The Contractor shall account for the “at risk” amount for not achieving performance metrics monthly or at established timelines. The Contractor shall retain the at-risk amount if the KPI objectives are achieved. At the end of each academic year, the Contractor shall provide a check for unachieved KPIs. The payment for the unattained KPIs will be paid to the University within thirty (30) days of the end of each academic year.

DD. Meeting Expectations

1. The Contractor shall participate in and facilitate food and catering feedback meetings, including the student dining feedback meetings.

2. The Contractor shall participate in meetings with the University Dining Services Liaison at the discretion of the University, at mutually agreed upon times. The agenda will include a review and update of financials, performance tracking against annual plan and defined performance metrics, survey data gathering and responses, and other items as determined by the University Dining Services Liaison.

EE. Motor Vehicles

1. The Contractor is responsible for providing sufficient and adequate motor vehicles required for the transport of food and/or beverage items under this contract, and for providing an adequate and qualified staff to operate such vehicles. If Contractor requires additional vehicles for transport and rents the vehicles, all costs will be borne by Contractor.

2. The Contractor shall be liable for all damages or injuries caused by the negligent operation of said motor vehicles by the agents or employees of Contractor. Vehicles used to transport materials or food across University sidewalks must be no wider than the width of the sidewalks traveled.

3. The vehicles and transportation of food will follow all local and regulatory safety practices and adhere to HACCP and SERV safe guidelines for transportation of food and beverages.

FF. Energy Management

1. The Contractor shall provide an energy management program for review and approval by the University within thirty (30) calendar days of the Commencement of the
Agreement, with the goal of mutually agreeing upon and implementing an energy management program.

GG. Marketing and Communications Plan

1. The Contractor shall aggressively market and promote the Dining Services on campus.

2. The Contractor shall be responsible for developing and implementing a proactive annual marketing/communications plan to promote the Dining Services to the University’s campus community. The focus of the marketing/communications plan shall be to maximize participation and sales in the areas of meal plans, Retail Dining Services and Catering Services. At a minimum, the marketing/communications plan must include the following:
   a) Social media strategy for residential, retail dining, and catering;
   b) Identification of target markets;
   c) Specific strategies to build revenue, enhance satisfaction, and generate goodwill on campus and in the local community;
   d) Implementation plan and calendar;
   e) Marketing budget;
   f) Success measures.

3. The Contractor shall provide digital content and appropriate permanent signs displayed in approved areas to identify service stations.

4. The Contractor shall obtain approval from the University prior to on-site use and display of University or its program graphics on menu boards, tabletop displays, promotional advertising, and/or bulletin boards.

5. The Contractor is expected to budget an effective amount for marketing that will meet the marketing goals of the University, which include:
   a) Voluntary meal plan participation growth year over year,
   b) Retail Dining Promotions,
   c) Student involvement in dining events.

6. The final marketing plan shall be provided to the Dining Services Liaison at least thirty (30) days prior to the start of the Agreement and annually thereafter.
HH. Equipment and Reimbursable Items

1. At the start of the Agreement, a joint equipment Inventory will be taken and signed by both parties. Both parties shall be bound by their representative’s signature to the Inventory acceptance. Any disagreements or disputes to the Inventory count of items must be placed in writing to the other party within ten (10) days of the date the physical Inventory was taken. Ten (10) days prior to the termination of the Agreement, an Inventory of Facilities and equipment will be taken by the Contractor with a representative of the University present. Determination shall be made at this time concerning any excessive wear or misuse of Facilities and equipment on the part of the Contractor. Compensation for excessive wear or misuse of Facilities and equipment shall be paid to the University by the Contractor equal in value to the cost of replacement.

2. The Contractor shall make any necessary requests to the University for replacement or addition of Facilities and equipment. Any additions to the Facilities or equipment will be added to the Inventory. Items that become unserviceable through normal use/wear-and-tear will be turned over to the University and deleted from the Inventory. The Contractor shall reimburse the University for replacement costs of all items not accounted for at the end of the Agreement period.

3. Ownership of all non-expendable items and equipment shall remain with the University. However, the Contractor agrees to take such measures as may be reasonably required by the University for the protection against loss by pilferage or destruction. The Contractor shall have the responsibility for the costs of any damage or loss to the equipment or premises of any University caused by the negligence of the Contractor or its associates. Nothing herein relieves the Contractor from its obligation to replace Inventory losses due to destruction, loss or pilferage.

4. At the termination of the Agreement, the University shall not purchase, or cause to be purchased, food or supplies Inventory from the Contractor. The Contractor shall use all means necessary to redirect their Inventory to another location without cost to the University.

5. If dishwashing Facilities should become temporarily inoperative, disposable paper service will be utilized. The Contractor shall be responsible for maintaining an Inventory adequate to meet an emergency need.

6. The Contractor shall be responsible for the acquisition and maintenance of all office and housekeeping supplies as required for operations.

II. Small Wares

1. At the start of the Agreement and annually thereafter, the Contractor, with a designated University representative, shall take a full inventory of all glassware, chinaware, flatware, service trays, and kitchenware to be submitted to the University.
2. The Contractor shall be responsible for maintaining a given level of inventory and replacements as needed for all china, glassware, trays, kitchenware, flatware, and serving utensils. Ownership of inventory will remain with the University.

JJ. Emergency Services

1. The Contractor shall be required to provide Dining Services under emergency and/or unpredictable circumstances such as breakdown of equipment, fire, tornado, earthquake, pandemic, power failure, etc.

2. The Contractor shall not be reimbursed for any loss of revenue from an interruption of service or operations, or for use of any dining service areas or facilities for such emergency purposes. In some emergency instances, food service areas and facilities may be used for purposes other than food service.

KK. Sustainability

1. The University are committed to sustainability and require no Styrofoam, paper instead of plastic straws, etc. The University prefer use of local and regional products in the Dining Services, where possible. The University encourages the Contractor to (1) educate student consumers about the benefits of sustainable agriculture, (2) support sustainability by working with farmers that protect the environment, prevent pollution by reducing the use of pesticides on crops, and raise livestock free of any GMO feeds, (3) use grass fed beef and (4) use cage-free eggs. Contractor shall take all necessary steps to ensure fair and respectful treatment of farm animals and employees from the companies with which they do business. The University will annually review this program.

2. Contractor shall commit to a “farm to plate” purchasing program, sourcing a percentage of its products from local and regional sources from within 200 miles of the University. Contractor shall provide auditable documentation of the amount of local food purchased annually.

3. The Contractor shall be required to understand, comply with, develop, and implement a comprehensive sustainability plan for the dining program within 30 days of the execution of this Agreement. The sustainability plan shall be updated annually and become part of the Dining Services’ Annual Plan.

4. Contractor shall comply with all existing as well as any future recycling and composting policies established by the University, including those for equipment and electronics. The following are current sustainability initiatives:

   a) The purchase of proteins and produce from the College of Agriculture and Life Sciences,

   b) The delivery of food compost from ISUB and the HUB to the University Sustainability Center,
Concessions

1. The Contractor will Alcohol (wine, beer and liquor) concessions only at the events and venues designated by the University. The University will have final approval on the venues that the Alcohol shall be provided.

2. The Contractor shall be solely responsible for obtaining and keeping the license for Beer, Wine and liquor service in full force and effect during the term of the Agreement including, but not limited to, filing applications for renewal and paying all fees in connection to the license.

3. The following University sports have concessions provided by the University: Soccer, Volleyball, Football, Basketball and Track.

4. The University may wish to purchase packaged food items at cost directly from the Contractor for the purpose of resale at the concession venues.

Reporting Section

1. Contractor shall provide reasonable reporting on its services to the Dining Services Liaison at a mutually agreed upon cadence.

Miscellaneous

1. Contractor shall provide, at its own expense, during final exams (first three days), a late-night snack to each residence hall, at one retail location for meal card holders, and other locations as approved by the University Dining Services Liaison.

2. The Contractor will provide ten (10) x ten (10) meals per week with no declining dollars at no charge per semester for the University use.
IV. Summary Chart Responsibilities

A. Summary Chart

1. This is a summary table of expenses that outlines whether the Contractor or University will incur each.

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Contractor</th>
<th>University</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FOOD AND BEVERAGES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food and beverage purchasing</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Processing of Invoices</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Payment of Invoices</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Ownership of food and supply Inventory</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>LABOR</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment of regular full-time and part-time hourly Employees</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Payment of Student (part-time) salaries</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Payment of salaried management Employees</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Payment of Sick Leave pay</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Payment of Holiday pay</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Payroll of Actual Taxes</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Actual Costs of Taxes and Benefits</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Labor Costs Taxes &amp; Benefits</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Payment of Actual Workers Compensation Insurance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>On-site Preparation of payroll</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>On-site Processing of payroll</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Training and Development cost</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Relocation of employees</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>DIRECT EXPENSE RESPONSIBILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone and internet connection initial installation</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Telephone local</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Telephone long-distance and internet Services</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Payment for monthly use of Point of Sales system</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Removal of trash and garbage from all dining facilities</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Removal of recyclables from Premises</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Servicing Grease Traps</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Daily cleaning of grease hood filters</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Quarterly cleaning of grease hood ductwork below the ceiling</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Twice annual cleaning of grease hood ductwork above ceiling</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Light replacement</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Replacement of china, glass, flatware</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Initial Inventory of dishes, silverware, expendable equipment and other foodservice equipment (of items greater than $500)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Expenses</td>
<td>Contractor</td>
<td>University</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>Repair to infrastructure (vents to outside, gas line)</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Cost of maintaining and repairing equipment</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Daily cleaning of equipment, including refrigeration/freezers</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Credit card equipment, installation and processing</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Cleaning of floors, walls, furniture and windows in all dining areas, including production, service and seating areas</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Cleaning of storage and receiving areas</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Ceiling and ceiling vents and light fixtures</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Liquor License cost (if any or necessary)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Products and public liability insurance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Gas, Water and Electric Utilities</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>General Office Supplies and equipment</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Office Facilities and initial outfitting of furniture</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Facility Maintenance and Repairs</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Security key initial issue</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Security key replacements</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Exterminator Services</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Repair and service hood fire detection / suppression system</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Linen Rental and Laundering</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Uniforms and uniform laundering</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Actual cost of insurance premiums</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Employee Background checks and drug tests</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Approved advertising and promotions</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Paper and cleaning supplies</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Menu printing</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Security transportation of monies</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Rental equipment and leased vehicle for food delivery &amp; catering</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Owned or leased vehicles</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Direct on-site training as approved by University</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Actual cost of Long-Term Disability</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td><strong>SALES AND SALES TAX</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales &amp; Use taxes on each: Cash Sales and purchases from Contractor</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Sales and Use taxes on Board Plan</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>CLEANING RESPONSIBILITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walls and fixtures on walls (6 feet and below)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Cleaning of food preparation, delivery and service areas</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Ceiling and ceiling vents and light fixtures</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Cleaning of tables and chairs</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Expenses</td>
<td>Contractor</td>
<td>University</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>Semi-annual cleaning of floors (deep cleaning carpets and hard surfaces)</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Daily cleaning of floors</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
V. Glossary of Terms

The following defined terms shall have the following meanings:

AGREEMENT – Term used to describe the agreement that will be signed by Contractor and University prior to initiation of the Services.

CASH SALES – Funds collected from Customers at the point-of-sale.

CATERING SERVICES – Specific On-Site Services, including Meeting Support and Special Event Service, requested by an authorized person of the University in accordance with Approval Requirements.

COMMENCEMENT – The date on which the Agreement begins.

CONTRACTOR – The firm being employed by University to manage and provide the On-Site Dining Services pursuant to the terms of the Agreement.

DINING SERVICES - Includes Residential dining halls, retail, catering, coffee bars, convenience stores and fresh smoothie locations.

DINING SERVICES LIAISON – Person or firm designated in writing by The University to convey and receive notices, requests or other communications from the Contractor.

EMPLOYEE – Persons employed on-site by the Contractor to provide the On-Site Services.

FACILITIES - Locations where Dining Services are conducted

FISCAL YEAR – July 1 – June 30

GUEST – Person having access to the Dining Services and Catering who is a visitor in University’s facility.

INVENTORY – Expendable and non-expendable food service items.

MEAL EQUIVALENCY – A selection of meal options offered by a campus retail dining location in exchange for a single “meal plan swipe”

MEAL CASH CREDIT – A set dollar amount a student receives for use at select campus retail dining establishments or catering events, in exchange for a single “meal plan swipe”

PREMISES – The entire campus, building, or location where University Services and Operations occur.

PROPERTY – The University's facility for which the Contractor is providing the On-Site Services pursuant to this Agreement.
RETAIL DINING SERVICE – Food service provided for students, faculty, staff, and Guests at Coffee bars, Food Courts, Convenience Stores and National Branded concepts

RESIDENTIAL DINING SERVICE – A food service provided for students and Guests in the All You Care to Eat Facility which includes board plan dining.

SALES TAX – All applicable local, state and federal excise and revenue taxes to food, beverages and services. These taxes will be collected and paid by Contractor.

SMALLWARES – China, glass, flatware, trays, cookware, tableware, racks, utensils and tools.

UNIVERSITY OR UNIVERSTIES - University of Idaho

WRITTEN APPROVAL – The communication of record required to comply with certain provisions of the Agreement.