

REQUEST FOR PROPOSAL
MANAGEMENT OF DINING SERVICES

REQUEST FOR PROPOSAL

RFP Number: 22-SCSU-05

MANAGEMENT OF DINING SERVICES

SOUTHERN CONNECTICUT STATE UNIVERSITY
New Haven, Connecticut

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1.

INTRODUCTION

1.1 GENERAL INFORMATION

1.1.1 This Request for Proposal (herein RFP) which includes all instruments, attachments and appendices hereto is for the management of the campus food services at Southern Connecticut State University located in New Haven, Connecticut.

1.1.2 For purposes of clarity during the RFP process, the following definitions will apply:

"Proposer" - Any company that accepts the University's invitation to propose management of dining services and submits a management proposal and financial bid for same.

"Contractor" - The food service management company engaged by the University to operate all of the University's cash, board, conference and catering food service facilities.

"Fiscal Year" - The University's fiscal year, sometimes abbreviated as FY, which extends from July 1 to June 30.

"University", "SCSU" or "Southern" - Southern Connecticut State University, its students, faculty, staff and its officers.

"Guest Meal" - a pass (either electronic or hard copy) that allows the user to bring a guest to the dining venues or be used at special dining events.

"Gross Revenue"- All revenue collected including local, state and federal sales tax for the following, but not limited to the following, meal plan sales, retail dining venues and on-campus catering.

"Hoot Loot" - The University's campus card system is administered through The CBORD Group, Inc. Odyssey campus card system. Hoot Loot refers to the optional pre-paid debit account applicable to the cardholder's ID card.

"Food Loot" - The name of the University's declining balance meal plan program.

"RFP" - Request for Proposal.

"Contract Administrator" – The University-appointed individual who works in consultation with the Vice President for Student Affairs and the Executive Vice President for Finance and Administration to represent the University in all matters including, but not limited to, operations, the University's expectations of the Contractor, reporting on operational and financial performance and the University's requests of the Contractor.

- 1.1.3 The University is planning to receive proposals which will result in a contract for the management of its food service operations (including catering and conferences) on its campus.
- 1.1.4 The University is an intentionally diverse, comprehensive, public university committed to academic excellence, access, social justice and service for the public good. Within the Connecticut State Colleges and Universities System, Southern leads the way in graduate education and produces the largest number of graduates in health/life sciences, education and social/public services at both the undergraduate and graduate levels. As a student-centered institution, Southern's highest priority is student success. The University seeks to instill in all students the value of the liberal arts and sciences as a foundation for professional development and life-long learning. The University's students receive exemplary professional training and are inspired by the research, scholarship and creative activity of our teacher-scholars. Through tradition and innovation, Southern strives to empower every undergraduate and graduate student with the knowledge, skills and perspectives essential for active participation and impassioned ethical leadership in our rapidly changing, global society.
- 1.1.5 Through this RFP, the University seeks to provide the highest level of food service possible, in a way which reflects the University's desire to create and sustain a vibrant educational environment, marked by a sense of community and shared purpose among students, faculty, staff and administrators alike. The University has embarked on a major new initiative to be student-centered and has committed itself to this value in its strategic plan. The successful Contractor will be required to build their offerings around student interests and needs and must be proactive enough to adapt and change as the student body changes throughout the life of the contract.
- 1.1.6 It is important that all Proposers understand fully what the University seeks in its dining program and expects from the company engaged to manage that program. The University desires a dining program that provides exciting and energized venues and a high level of creativity and imagination. The University wants state-of-the-art dining facilities and a food service program, which is a model of progressive dining services in higher education.

Dining Services at SCSU are provided to meet the needs of students, faculty members, administrators, staff, and visitors to the Campus.

The most important roles for Dining Services are:

- Enhance and contribute positively to the daily experiences on Campus of the SCSU community.
- Facilitate and promote the collegial interaction of students, faculty members, administrators and staff.
- Represent the University in a positive manner that supports and enhances the institution's a) market position, enrollment and retention rates, b) appeal to prospective students and c) goals as a campus within the Connecticut State University system.
- Offer a variety of menu options that appeal to the diverse composition of the SCSU community, are competitively priced, are offered at convenient locations and times, and represent high quality, nutritious ingredients and preparation techniques
- . Provide catering services, often on short notice, that meet customers' budgetary, menu, and service needs.
- ·Meet students' day-to-day needs for meals, refreshments, and snacks while they are on Campus
- Provide students residing in SCSU campus housing with appealing meal options on weekdays and weekends throughout the academic year.
- Offer SCSU personnel and staff access to reasonably-priced, healthy, and appealing meals during weekday lunch periods, throughout the calendar year when these individuals are on Campus.
- Deliver a wide range of catering that, in all respects, satisfies the customer's needs.
- Constantly provide professional, courteous, and prompt service to the Campus community.
- Maintain high standards for sanitation and cleaning practices.
- Observe and practice high standards for resource conservation and environmental protection through implementation and management of a comprehensive sustainability program.

1.1.7 In the broadest sense, this RFP seeks to establish a contract for the operation of the campus dining services in facilities which are owned by the University and which provide to students, staff, faculty, alumni and visitors dining experiences that reflect the University's goals and philosophy. The University desires to provide its students with a full, well-rounded experience, inclusive of learning and living as a community. Food services must provide quality and value to the campus while offering opportunities for students and faculty to share experiences outside of the classroom.

The successful Contractor will purchase, prepare and serve food and food products and provide balanced meals for the University's students, faculty, staff and guests on such hourly schedules as may be established by the University.

- 1.1.8 The Contractor must perform to the satisfaction of the University and be subject to the supervision and control of the University Contract Administrator.
- 1.1.9 The Contractor is responsible for complying with University's environmental sustainability program.
- 1.1.10 The Contractor is strongly encouraged to purchase from local and minority-owned enterprises as much as possible.
- 1.1.11 The Contractor must collaborate with the University to enhance the University living/learning environment.
- 1.1.12 SCSU students desire a dining services program that is based on quality of food, high value and excellent service.
- 1.1.13 The Contractor shall anticipate and react to the changing life styles, health habits and food preferences of students throughout the life of this contract.
- 1.1.14 The Contractor shall have ongoing communication with students and work collaboratively with the Food Service Advisory Committee (a working group consisting of students and members of the University faculty, staff and administration) to develop menu options in a way that best accommodates the University's campus community.
- 1.1.15 The University seeks a Contractor that has a record of innovation, creativity and an entrepreneurial approach to higher education dining.
- 1.1.16 The University expects an outside management company to operate its dining services so that the highest degree of professionalism can be achieved in the delivery of food services within an economic structure that is desirable for both the University and the Contractor.
- 1.1.17 The University requires a reasonable financial return from campus food service operations in order to provide for coordination and planning, utilities, maintenance and improvement of facilities, facility renovations and equipment depreciation, replacement and maintenance.

- 1.1.18 Professional management, commensurate with the level of service desired by the University, is an important consideration when preparing a response to this document. The University seeks bids which reflect the professional management abilities of the Proposers striving to meet the institution's goals and specifications.
- 1.1.19 Proposers are cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. To be considered, proposers must submit a complete response to the RFP in the format detailed by the specifications.
- 1.1.20 This RFP requires a complete Base Bid quotation response from the Proposer in the following categories:
- 1.1.21.1 All narrative descriptions, forms and charts as requested in this document.
- 1.1.21.2 A technical proposal describing the Proposer's proposed plan for operating the dining services called for in the specifications.
- 1.1.21.3 A financial section which will outline the Proposer's financial considerations.
- 1.1.21.4 Materials and information presented in the bid must follow the outline stipulated in the RFP.
- 1.1.21 Bids will be evaluated initially on the basis of information Proposers submit in response to the RFP requirements. Further information may be requested at the discretion of the University and may include, but is not limited to, references from other higher education clients and/or site visits to other clients' facilities.
- 1.1.22 The Proposer's proposal is to be based on providing the personnel and service to manage, operate, direct, supervise and promote the University's dining services to the best of its ability as set forth in the specifications of the contract during the term of the contract.
- 1.1.23 Proposers are invited and encouraged to submit optional service and program bids they wish to be considered that are beyond this RFP's basic submittal requirements. This supplemental information must be included as a separate section of the bid response and must accompany the mandatory Base Bid response.
- 1.1.24 The proposed term for contract services will be an initial period of five (5) years commencing August 1, 2022, with one (1) five (5) year extension to be exercised at the sole discretion of the University.

1.1.25 Proposer warrants that both in submission of its proposal and performance of any resulting purchase order or contract, Proposer will comply with all applicable federal, state and local laws, as well as the Connecticut State Colleges and Universities (CSCU) System's and the University's policies and rules.

1.2 CALENDAR OF EVENTS

The following list identifies key target dates that will be used through the RFP process. These dates are subject to change at the discretion of the University. All Proposers will be informed promptly if and when the dates outlined below are changed by the University.

<u>DATE</u>	<u>ACTIVITY</u>
March 16, 2022	RFP Issue Date
March 23, 2022	Pre-Bid Conference and Tours of University Dining Service Facilities
March 30, 2022	Deadline for Submission of Written Questions from Proposers
April 6, 2022	Deadline for Responses by University of Proposers Questions
April 12, 2022	<u>RFP Responses due date 2:00 p.m. EST</u>
April 25, 2022	Finalist Presentations and Interviews (if necessary)
May 2, 2022	SCSU identifies contract awardee
August 1, 2022	Start Date of New Contract

1.3 ORGANIZATION OF BID DOCUMENT

This document is organized into four (4) distinct parts:

SECTION A -- Food Service Program

Provides a description of the current and desired food service operations at the University, noteworthy actions that will change the existing food services and operating requirements of the selected food service Contractor.

SECTION B -- Bid Submittal Instructions

Details the selection process and information about the pre-bid conference, subsequent Activities and the award of the new contract.

SECTION C -- Bid Submittal Requirements

Defines bid submittal requirements based on descriptions of services and facilities in Section A, and explains what other information and forms ("Attachments") are required to be submitted by

the Proposers.

SECTION D -- Appendices

Includes, among other items, the sample contract and information about the current food service operation.

2. BACKGROUND AND PLANNING INFORMATION

2.1 GENERAL SCOPE OF SERVICES

The dining program during the academic year at the University offers students, faculty and staff options for breakfast, lunch, dinner, snacks and refreshments and late night services seven days per week. In addition Southern expects robust dining options during summer and winter break times. These dining options are available to students as part of a comprehensive meal plan program. The residential dining center and the campus retail dining venues are listed below:

Connecticut Hall

Connecticut Hall is the University's all-you-care-to-eat residential dining venue. In addition to providing meals for resident students, it has a faculty dining area and a President's dining room. Currently, Connecticut Hall is only occasionally frequented by visitors and commuters. Connecticut Hall serves traditional board plan fare, including a variety of foods such as sandwiches, pizza, hot entrees, cooked to order, salad bar, desserts and beverages. The facility serves as the primary dining venue for residential students, of whom approximately 1700 are enrolled in full meal plans, with the remaining students on declining balance meal plans.

The following are minimal goals for this venue under the program outlined in Section 3:

- Feature made-to-order and display cooked food;
- Feature a variety of vegetarian, vegan and healthful options;
- Nutritional information should be displayed clearly on signage by menu options;
- Offer regular special occasion and theme dinners throughout the academic year;
- Offer a variety of high quality, appealing menu options on both weekdays and weekends;
- Create a welcoming and friendly environment where students feel comfortable and look forward to dining.

Adanti Student Center Food Court

The University Student Center in contains a mall-like food court. The food court features branded food concepts for enjoyment within the venue or on a "Grab N Go" basis. Students especially enjoy the ability to utilize their meal plans at this location. The venue has become a "central gathering" point for residential and commuter students as well as faculty, staff and university visitors. This attractive, modern facility provides genuine opportunity for a creative and market driven food service program.

Current concepts for this venue include:

- Sub Connection – Sandwiches, Salads, Wraps
- Bowlful – Healthy hearty, and wholesome
- Dunkin' Donuts
- The Grill
- Tres Habernos

Bagel Wagon - Engleman Hall

The "Bagel Wagon" is located in Engleman Hall Student Lounge. The Bagel Wagon offers the Starbucks We Proudly Serve coffee program. It also offers "Grab N Go" items such as cold beverages, bagels and muffins, pre-made salads and sandwiches and snack items. Seating is available in the adjacent lounge.

Roberta's

The North Campus Market offers pre-made sandwiches, salads and frozen entrees. It also carries a full line of grocery items for apartment living plus health & beauty aids and cleaning supplies. Students also stop at this venue for a brewed cup of coffee, tea or cocoa and a freshly baked cookie. There is no seating.

The Owl Perch

This cafe will is located in Buley Library This venue is intended to be a place for students, faculty and staff to gather and relax or study. A nationally branded coffee program should be offered at this venue. It should also offer "Grab N Go" items such as hot and cold beverages, bagels and muffins, salads and sandwiches and snack items.

Catering

SCSU's faculty, administrators, students and staff conduct activities throughout the year that require catering. The coordination of catered events is currently decentralized, whereby University event planners and hosts make their own arrangements for catering to accompany on-campus events. The current foodservice provider does not have the exclusive right to provide all catering on campus, although SCSU's Refreshment Policy requires that they be contacted to provide a quote before University event planners are allowed to make catering arrangements with an off-campus caterer. For University events where alcoholic beverages are going to be served, the foodservice provider shall have exclusivity to cater that event. Events may be catered in the President's dining room or at other locations on campus as well as the Presidents home

Requirements for catering services include, but are not limited to, the following:

- Meeting refreshments and snacks – coffees, tea, soft drinks, water, yogurts, bagels/muffins, chips, pretzels, cookies, brownies and fruits.
- Buffet breakfasts – hot entrees, pastries/muffins/bagels, coffees, tea, soft drinks and water.
- Buffet and table-service luncheons and dinners.
- Receptions – hot and cold hors d'oeuvres, beer and wine.
- Large-scale events associated with the academic calendar, including Commencement Luncheons, Class Reunion dinners and receptions.
- Student events – pizza, sandwiches, snacks, baked goods and soft drinks.
- Outside group conference meal requirements – may include breakfast, lunch, dinner and receptions.

Due to the breadth and scope of the catering services that are required by the constituencies of the University and the budgetary constraints that all constituencies are contending with, especially our student groups, the University is interested in obtaining creative solutions from proposers on how a catering program could be carried out at the University that would not be cost prohibitive to the University and would still be practical to the awarded foodservice provider.

Camps and Conferences

The University hosts a variety of camps and conferences. All effort should be made by the Contractor to provide low fat, low carb, wellness items whenever possible and meet the specific menu requirements requested by camps and conferences, of which the attendees range from children to international scholars.

2.2 ADMINISTRATION OF CAMPUS DINING SERVICES

The University, through its designated Contract Administrator, will have administrative responsibility for all campus food services under any contract awarded from the RFP process. The Contract Administrator will be responsible for administering this contract on a day-to-day basis on behalf of the University. Any major proposed changes to the food service program or contract, including but not limited to, days and hours of operation of food service venues, pricing, meal plan changes and staffing or vending changes, shall be approved in writing by the Vice President for Student Affairs or the Executive Vice President for Finance and Administration and shall be subject to the approval of the Office of the Attorney General for the State of Connecticut. The administration of the contract on a day-to-day basis will include, but not be limited to, the following:

- 2.2.1 Reviewing and overseeing all aspects of the program being provided by the food service Contractor;
- 2.2.2 Monitoring the financial performance of all food service outlets and programs;
- 2.2.3 Assuring the on-going implementation of a verification mechanism to facilitate accurate financial reporting and payment;

- 2.2.4 Overseeing physical plant requirements such as equipment replacement, capital improvement projects and alternative space improvements;
- 2.2.5 Developing an annual budget for the University's food service-related income from meal plans, cash, catering sales and special events;
- 2.2.6 Monitoring service and quality levels delivered to the University students, faculty and staff;
- 2.2.7 Managing the customer service satisfaction assessment processes; and
- 2.2.8 Monitoring daily operational Contractor contract adherence.

2.3 CURRENT FOOD SERVICE MARKET PROFILE

- 2.3.1. The chart that follows identifies the University's 2019 **pre-COVID-19 population**. For purposes of this food service bid, Proposers are hereby advised that enrollment is expected to remain constant over the next five (5) years with a slight increase expected in the subsequent five (5) years. Additional information can be found at <https://www.southernct.edu/about/facts>
- 2.3.2. Connecticut Hall must complement the Food Court and must be seen as an attractive, viable and enticing food destination for commuter, non-traditional and graduate students, as well as faculty and staff.

Description	Quantity (Fall 2019)
Total Number of Students	10,000
Full-time Undergraduates	7,000
Graduate Students (matriculated)	1,300
Students Living On Campus	2,600
Residence Halls	9
Full Time Faculty	440
Part Time Faculty	670
University Staff	950

2.4 SERVICES PROVIDED BY THE UNIVERSITY IN SUPPORT OF CAMPUS FOOD SERVICES

- 2.4.1 Proposers are encouraged to prepare a minimum remuneration to the University of twenty percent (20.0%) on all revenue sources, with the exception of meal plans, including but not limited to food and beverage retail, cash, Hoot Loot, Food Loot, conference and catering sales. The University will require full recovery of the food service-related costs in the form of this remuneration throughout the term of this contract for the following items:

- Major food service equipment replacement.
- Physical plant labor and shop supplies for all internal changes to the facility.
- Funding reserves for facilities' improvement and replacement of equipment.
- Commissioned Independent Customer Satisfaction Survey Twice Annually.
- Dining Services system - It is also critical that the Contractor fully utilize the University's existing one-card dining services system, i.e. Odyssey PCS by The CBORD Group, Inc. and Micros 3700 so that department managers and administrators can quickly and thoroughly understand how each dining unit is performing in order to make any necessary adjustments as quickly as possible. It is also recommended that each dining unit manager be responsible for providing weekly inventories and that these managers be more directly involved in identifying ways to improve the financial performance of their individual units.

The Contractor will be expected to maintain the equipment and support any and all upgrades as may come available. The annual maintenance fee(s) will be paid by the Contractor separate from the guaranteed commissions. The anticipated maintenance fee on the CBORD equipment and software licenses for the initial term of the resulting agreement is \$35,000 annually.

- 2.4.2 Vended carbonated and non-carbonated beverages are NOT part of this agreement. The University is currently engaged in an exclusive campus-wide beverage agreement with the Coca-Cola Company for all vended and non-vended carbonated and non-carbonated beverages. The Contractor shall comply with all current and future beverage agreements that the University enters into.
- 2.4.3 The Contractor will take all necessary steps to apply for and pay all fees associated with obtaining liquor permits, or with the permission of the Contract Administrator, will subcontract liquor services to a subcontractor that holds a valid Connecticut State liquor license permitting the same. The Contractor is also responsible for the attainment of all specific permits required under Connecticut State law to serve alcoholic beverages at all applicable catered events and sites.

2.5 RESPONSIBILITIES OF EACH PARTY
(ALL VENUES)

Item/Service	Provided By	Paid for By
Food Service Facilities, Major Equipment, Furnishings, and Finishes (all facilities "up to wall")	University	University
Utilities: Heating, Ventilation, Air Conditioning, Water, Sewer, Gas, and electric services	University	University
Equipment Replacement and Depreciation	University	University
Exterior Building Maintenance	University	University
Equipment Maintenance up to \$2500, and Service Contracts include inspections 4 x per year	Contractor	Contractor
Initial Inventory of small wares, as jointly approved. The University will hold title.	University	University
Replacements to small wares Inventory (title to be held by the University)	Contractor	Contractor
Office Furniture & Equipment (computers, copy machine, etc.)	Contractor	Contractor
Major Repair of Ceilings, Light Fixtures, and Carpeting	University	University
Extermination	Contractor	Contractor
*Trash Removal Services	University	Contractor
Recycling/environmental compliance and initiatives	Contractor	Contractor
Grease and Exhaust Duct cleaning	Contractor	Contractor
Regular, Daily Cleaning (floors, walls, and all equipment, grease traps,	Contractor	Contractor
Hoods/ventilation in kitchens and serveries, dining room tables and chairs)	Contractor	Contractor
Daily spot cleaning of dining room carpeting and floor areas	Contractor	Contractor
The CBORD Group, Inc. Odyssey Point-of-Sale and catering maintenance costs system	University	Contractor
Inventory, and production management hardware/software	Contractor	Contractor
All Food, Beverages, Labor Costs, Operating Supplies	Contractor	Contractor
Telephone Line Access, Computer Data Lines	Contractor	Contractor
Signage and Decorations for Food Service Facilities	Contractor	Contractor
Parking	University	Contractor
Periodic Major Cleaning of Floors (stripping, waxing, carpet shampooing)	Contractor	Contractor
Insurance Coverage as Specified by THE STATE OF CONNECTICUT	Contractor	Contractor
Banking Services	Contractor	Contractor
Maintain a Dining Services Website	Contractor	Contractor
**Transportation (trucks, vans)	Contractor	Contractor
Periodic Major Cleaning (inside windows, ceiling, heat & air conditioning/grill vents	Contractor	Contractor
Credit Card and all bank Service Fees	Contractor	Contractor
Background checks and random drug testing	Contractor	Contractor
Catering software,(cater trax)	Contractor	Contractor

* The Contractor shall be responsible for removal and placement of trash in proper assigned receptacles. A weight fee will be applied to all trash not disposed of properly.

** The Contractor shall adhere to the University's delivery and parking restrictions.

2.6 DINING PLANS

Dining Plans	*Conn Hall	Guest Meals	**Student Center	Food Loot \$ Included
25 Meals Per Semester <i>residents with kitchens only</i>	all	N/A	all	\$150
40 Meals Per Semester <i>residents with kitchens only</i>	all	N/A	all	\$150

80 Meals Per Semester <i>residents with kitchens only</i>	all	N/A	all	\$150
Full <i>residents without kitchens</i>	all	8/Semester	2/Week	\$150
15 Meals Per Week <i>residents without kitchens</i>	15/Week	5/Semester	0	\$100
12 Meals Per Week <i>residents without kitchens</i>	12/Week	3/Semester	0	\$50

* Number of meals that can be used at Conn Hall

** Number of meals that can be used at the Adanti Student Center

<https://inside.southernct.edu/residence-life/meal-plans>

Commuter Meal Plans

Anywhere Meal Plans:

- Block of 25 Anywhere meals - \$240.00. A savings of \$10.00
- Block of 40 Anywhere meals - \$355.00. A savings of \$45.00
- Block of 80 Anywhere meals - \$583.00. A savings of \$217.00

Staff/Faculty Meal Plans

Anywhere Meal Plans:

- Block of 20 Anywhere meals - \$186.00. A savings of \$14.00
- Block of 40 Anywhere meals - \$345.00. A savings of \$55.00
- Block of 80 Anywhere meals - \$566.00. A savings of \$234.00

3. RESIDENTIAL DINING PROGRAM

The following section describes Connecticut Hall's facilities and operations as the University requires each to be managed. The Proposer shall base its bid submittal on the descriptions below. Optional bid submittals are invited that describe alternatives and/or additions to these operational and program descriptions, but these may only be submitted as a supplement to the required base bid submittal required by the University as outlined in this RFP.

3.1 CONNECTICUT HALL

- 3.1.1 Description of Facilities - Connecticut Hall is the only all-you-care-to-eat dining venue on campus. It serves not only the residential student community, but also faculty and staff, commuter students and visitors.
- 3.1.2 Current Seating- 568
- 3.1.3 Services and concepts- All-you-care-to-eat service throughout the day and evening seven days a week.
- 3.1.4 Available Meal Plan Options -See Appendix III for a description of the meal plan options.
- 3.1.5 Dining program features and requirements – The University requires a baseline or minimum of the following features in the residential dining program. Proposers are asked to note in their bids where they plan to exceed these minimum requirements in the dining program.
- 3.1.6 Staffing Parameters
 - 3.1.6.1 Close daily interaction between the cooks in each food service venue.
 - 3.1.6.2 Dining hall managers on the dining room floor during service hours.
 - 3.1.6.3 Dining room attendants on the floor during all serving hours to bus and wipe tables and assist students however needed.
 - 3.1.6.4 Adequate staff assigned to replenish self-serve food stations.
- 3.1.7 Merchandising and Marketing - Focus should be maintained at all times on the wellness and healthy presentation and preparation of the food. The University requires that the contractor participate in ongoing wellness activities as they develop within the campus community. Emphasis should be put on how the dining program will be marketed. Special attention should be focused towards projecting the goals of the

University in providing a program that excites the community, energizes the users and offers imagination in service, food variety, wellness options and the overall dining experience. A marketing plan for this venue will be required on an annual basis.

3.1.8 Service and Menu Concepts

3.1.8.1 Vegetarian entrees which are healthy, protein rich and wellness oriented are offered at breakfast, lunch, dinner and late night.

3.1.8.2 Contractor must offer a wellness, vegan and vegetarian concept station at all meals including late night.

3.1.8.3 Printed menus with nutrition and ingredient information shall be prominently displayed at all facilities.

3.1.8.4 Concepts will be offered by meal period for Connecticut Hall dining (assume all items are served daily unless noted as rotational).

3.1.8.5 As a daily standard, display cooking or preparation (e.g. carving roast meats, stir fry, caesar salad preparation).

3.1.8.6 Use of fresh greens, vegetables, flowers and fruits on the serving lines as display garnish.

3.1.8.7 Detailed attention paid to quality and condition of all food received, with all unsatisfactory products rejected.

3.1.8.8 Plan minimum time between kitchen production and service to the customer to ensure optimum food quality and appeal.

3.1.8.9 Special dinners and themed dinners shall be served at a minimum of twice monthly. These events will be included with the purchase of a dining meal plan (no additional fee will be charged of the student or SCSU).

3.1.9 Menu Profile

Minimum Menu Profile. The Contractor is expected to offer all of the following menu items at a minimum in Connecticut Hall during each of the specified meal periods. Proposers are to submit their own menus, being responsive to the current demands of the patrons. Proposers are to describe how they will store, prepare and serve the menu items for each meal period.

3.1.10 Breakfast

Comfort/Traditional Foods

Eggs -Any Style with a Variety of Vegetables, Cheeses and Meats
Breakfast Style Potatoes (i.e., hash browns, hearty fried)
Breakfast Meats- Ham, Bacon, Sausage (daily rotation)
Hot Carbs - Oatmeal, Cream of Wheat,
Rotation of Waffles, Pancakes, or French Toast, Whole Grain Breads
Low Carb Options (minimum of four (4))
Low Fat Options (minimum of four (4))

Grill/Fry

Eggs/Sandwiches: Made-to-Order
Omelets with a Variety of Vegetables, Cheeses and Meats
Sandwiches available on a Bagel, Biscuit or Muffin:
Egg, Bacon and Cheese
Egg, Sausage and Cheese
Sausage and Cheese

Breakfast - Served All Day

Eggs and egg dishes and omelet
Bagels (four (4) varieties)- One (1) Whole Grain Bread (four (4) varieties)
One (1) Whole Grain English Muffins- One (1) Whole Grain
Cereal (ten (10) varieties)
In-house Baked Muffins
Biscuits, Sweet Rolls
Cream Cheese (two (2) Varieties): Honey, Cinnamon Sugar, Powdered Sugar,
Whipped Butter & Margarine -Soft, non-hydrogenated
Jelly and Preserves (two (2) varieties each) Peanut Butter, Smooth & Chunky
Cheese Spread

Beverages

Milk- Whole, 2% Low Fat, Skim, Chocolate
Juices (at Minimum Orange, Apple, Cranberry, Grape)
Iced Tea, Lemonade Juice or Slushies' (Rotation of Light Peach, Light Pineapple
Orange Banana, Raspberry, Strawberry Kiwi, Grape, Tropical and Blue Raspberry)
Starbuck's or other national Brand Coffee- Regular and Decaffeinated
Tea, Herbal Teas, Hot Chocolate
Fountain Beverages

3.1.11 Lunch/Dinner (Lunch and dinner must be distinctly different in appearance and variety)

Soups

Two (2) Homemade Soups Daily (One (1) must be Vegetarian)

Variety of Cream and Broth Based Soups must be Rotated Between Lunch and Dinner

One Homemade Chili or Stew Daily

Comfort/Traditional Foods

Includes: Two (2) Entrees of which one (1) is a Vegetarian Selection Healthy and Wellness-Oriented, two (2) Vegetables (one (1) Must be Fresh and Not Canned or Frozen), two (2) Starches

Grill/Fry

Grilled Chicken presented daily and continuously

Cooked-to-Order Hamburgers, Grilled Cheese and Vegetarian Burgers Daily

Chicken Sandwich and Tender/Nugget Option (Variety of two (2) Daily)

Fish Sandwich or Fillets Available Daily

Hot Dog and Selection of Variety Dog Daily (Italian sausage, Kielbasa)

Rotating Choices of Daily Features as Per the Menu

Rotating Variety French Fries including Spicy Fries, Curly Fries, Waffle Cuts and Onion Rings

Two (2) Cheese Sauce varieties available daily for toppings (one (1) plain and one (1) spiced)

Cultural Authentic Cuisines

Authentic Mexican, Middle Eastern, Greek, Asian, Thai, Indian, African, etc. (minimum of two (2) varieties)

Salad/Fruit Bar (Always available)

Focus on High Quality and Abundant Variety

Garden Greens Bowl - Iceberg Lettuce Shall Not be the Dominant Lettuce Variety.

One (1) Specialty Green Salad from Caesar, Greek, Spinach, California Greens

Two (2) or More Marinated Vegetable or Fruit Salads

One (1) or More Starch Salads from Varieties of Potato, Rice, Pasta

One (1) or More Protein Toppings from Cheddar, Swiss, Mozzarella, (Cubed, Julienne or Grated) Cottage Cheese, Chick Peas, Lentils, Beans, Egg

Daily Vegetable Toppings - Carrots, Tomatoes, Celery, Cucumber, Broccoli,

Mushrooms. Red/Green Peppers, Red/Green Onion, Radishes, Red Cabbage

Rotation of Two (2) or More Vegetable Toppings, from: Pickled Beets, Dill Pickles,

Sweet Pickled Onions, Olives, All Daily:

Other Toppings Including Croutons, Bacon Bits, Parmesan Cheese, Pepper Mill,

Daily Rotation from: Sunflower Seeds, Chopped Walnuts, Raisins, Pretzels, Nacho

Chips, Chow Mein Noodles, Granola
Daily Rotation of Six (6) Dressings from: Ranch (Light), Caesar (Light), Italian (Light), French (Light), Balsamic, Creamy Italian, Catalina French, Sun Dried Tomato Pesto, Creamy Garlic, Greek, Honey Dijon, Mandarin Orange and Kiwi, Grapefruit Ginger Splash, Oriental, Blue Cheese, etc.

Wellness & Healthy foods

Daily Low-Carb Options (minimum of six (6)) Daily Low-fat options (minimum of six (6))
Wellness Focused Options
Organic Food Selection Daily

Vegetarian & Vegan

Two (2) Hot Vegetarian Entrees Daily
Vegetarian Salads
Vegetarian Pastas
Two Vegan Options Daily
Cook to Order Vegetarian Options

Self-Serve Fruit

Daily Seasonal Whole Fruit (minimum of three (3) daily): i.e., Apples, Oranges, Bananas, Pears, Raisins, Craisins
Daily Seasonal Cut Fruit (Minimum of Three (3) daily): Grapefruit, Cantaloupe, Pineapple, Watermelon, Citrus Sections
Yogurt (two (2) Varieties, Non-fat and Regular)

Pizza | Pasta

Cheese Pizza, Daily
Vegetable Pizza - One (1) Daily, Rotating
Meat- One (1) Daily, Rotating
Cooked to Order Pasta (three (3) varieties available at all times)
Varieties of Sauce (One Vegetarian, One Meat and One Other than Red)
Bread variety of two (2) (Garlic Bread, Cheese Sticks,)

Deli (always available)

Whole Grain Breads, House-Baked Rolls and Variety Healthy Focused Breads
Premium Quality Sliced Meats: Turkey, Ham, Roast Beef, Chicken, Salami, Bologna, etc.)
Cheese Slices: Mozzarella, Cheddar, Swiss
Tuna, Chicken and Egg Salad and Other Salad Mixes on Rotation
Vegetable Toppings: Tomato, Lettuce, Sprouts, Cucumber, Pickles, Red Onions, Olives, Sliced Green Peppers, Hot Peppers
Condiments: Mayonnaise, Mustards, Horseradish, Hot Sauce

Beverages

Milk- Whole, 2% Low Fat, Skim, Chocolate
Juices (at Minimum Orange, Apple, Cranberry, Grape)
Iced Tea, Lemonade Juice or Slushies' (Rotation of Light Peach, Light Pineapple
Orange
Banana, Raspberry, Strawberry Kiwi, Grape, Tropical and Blue Raspberry)
Fountain Soda (Products Variety of Eight (8) per Machine, Minimum of two (2)
Machines
Coffee - Regular and Decaffeinated
Tea, Herbal Teas, Hot Chocolate

Desserts

Cakes, Brownies, Bars, Squares (three (3) varieties)
Cookies (two (2) varieties)
Hard scoop ice cream with low fat, frozen yogurt option
Pudding (one (1) variety)
Pie (two (2) varieties)
Jell-O (two (2) varieties)
Feature Daily Desserts (Lunch and Dinner per Menu)

3.1.13 Required Hours of Operation

7:30am-10:00am, 11:00am-2:30pm, 4:00pm-9:00pm (Monday- Friday)
10:00am-2:00pm, 4:00pm-9:00pm (Saturday and Sunday)

3.1.14 Method of Payment

Dining Meal Swipe
Cash
Debit and or Credit Cards (Visa, MC)
Hoot Loot
Food Loot

3.1.15 Key Staffing Positions

The residential dining program is delivered through the combined efforts of the Contractor's management, line personnel and administrative staff. Proposers are required to prepare a staff organization and management hierarchy (including management and supervisory positions beyond those required in this RFP) that they feel will best support a dynamic and vital dining program. SCSU requires that the selected Contractor include among its staff, along with other positions it deems necessary, the following full-time positions:

- Manager
- Certified and/or licensed dietician or nutritionist
- Executive or lead chef

The Contractor will be responsible to make the job descriptions and qualifications available to the University for these key positions and are expected to present candidates that meet the minimum stated job qualifications. The Contractor is obligated to review any change in these positions with the Contract Administrator.

3.1.16 Food Purchase Specifications

The University requires the Contractor to provide meals that are nutritious, well balanced, appetizing and appealing. This requirement obligates the Contractor to use raw ingredients that are high in quality and nutrient value. The food item specifications shown in Appendix III identify the level of ingredient quality expected by the University.

4. RETAIL DINING OPERATIONS

The following section describes facilities and operations as the University requires each to be managed. The Contractor shall base its bid submittal on the descriptions below. Optional bid submittals are invited that describe alternatives and/or additions to these operational and program descriptions, but these may only be submitted as a supplement to the required base bid submittal required by the University as outlined in this RFP.

4.1 Retail Dining Program

4.1.1 Retail Dining Program Features and Requirements

The University requires a baseline or minimum of the following features in the retail dining program. Contractors are asked to note in their bids where they plan to exceed these minimum requirements in the retail dining program.

4.1.2 Key Staffing Positions

The retail dining program is delivered through the combined efforts of the Contractors management, line personnel and administrative staff. The Contractors are required to submit a staff organization and management hierarchy that they feel will best support a dynamic and vital retail dining program. SCSU requires that the selected Contractor include among its staff, along with other positions it deems necessary the following full time positions:

- Manager
- Certified and/or licensed dietician or nutritionist

The Contractor will be responsible to make the job descriptions and qualifications available to the University for these key-positions and are expected to present candidates that meet the minimum stated job qualifications. The Contractor is obligated to review any change in these positions with the Contract Administrator

4.1.3 Food Purchase Specifications

The University requires the Contractor to provide meals that are nutritious, well balanced, appetizing and appealing. This requirement obligates the Contractor to use raw ingredients that are high in quality and nutrient value. The food item specifications shown in Appendix III identify the level of ingredient quality expected by the University.

4.2 Roberta's

Description of Facility

This facility is in the North Campus Lobby. This outlet shall be operated as a retail convenience store. Operations are expected to be in full service during all operating hours.

4.2.1 Service Style- Retail convenience store operation.

4.2.2 Merchandise and Marketing

Focus should be maintained at all time on the wellness and healthy presentation and preparation of the food. The University requires that the contactor participate in ongoing wellness activities as they develop within the campus community. Emphasis should be put on how the dining program will be marketed. Special attention should be focused towards projecting the goals of SCSU in providing a program that excites the community, energizes the users and offers imagination in service, food variety, wellness options and the overall dining experience. A marketing plan for this venue will be required on an annual basis.

4.2.3 Current Seating- No seats

4.2.4 Menu Profile

Minimum Menu Profile Contractors are expected to offer the menu items presented in 4.2.5 at a minimum in Roberta's. In accordance with the menu profile below, the Contractor shall develop menus and forecast and adjust production for each menu item based on actual customer demand.

Contractors are to identify ways to expand the menu variety and selection and submit their own menus, being responsive to the current demands of the patrons.

4.2.5 Product Mix

Beverages

Coffee (Three (3) Varieties Including a Decaffeinated Option)

Bottled Juices (Four (4) Varieties)

Bottled Water

Bottled Tea

Bottled Soda

Bagged Salty Snacks e.g.

Potato Chips- Various Assorted Flavors Including but Not Limited to Regular, BBQ, Nacho Cheese, Ranch and Sour Cream and Onion

Pretzels

Hot Fries

Pre-packaged Foods

Frozen entrees

Canned soups

Sliced bread (white and wheat)

Cookies

Crackers
Peanut butter
Canned goods

Wellness Options

Low Fat Snack Options
Low Carb Snack Options

Health and Beauty/Hygiene Items

Aspirin
Cold Medications
Cough Syrups
Soap
Shampoo
Toothpaste

Paper Goods & Cleaning Supplies

Paper plates
Paper napkins
Paper towels
Laundry detergent
Dryer sheets

- 4.2.6 Required Hours of Operation
3:00p.m. - 10:00 p.m. (Sunday- Thursday)
Closed Friday and Saturday

- 4.2.7 Method of Payment
Cash
Debit and /or Credit (MasterCard, Visa)
Hoot Loot
Food Loot

4.3 Adanti Student Center Food Court

Description of Facility- The Adanti Student Center contains a mall like food court. The food court features branded food concepts for enjoyment within the venue or on a "Grab N Go" basis. This venue has become a "central gathering" point for residential and commuter students as well as faculty, staff and university visitors. This attractive modern venue provides genuine opportunity for a creative and market driven food service program. Similar style concepts should be proposed.

4.3.1 Service Style - A La Carte

4.3.2 Current Seating - 356 seats

4.3.3 Merchandising and Marketing

Focus should be maintained at all times on the wellness and healthy presentation and preparation of the food. The University requires that the contractor participate in ongoing wellness activities as they develop within the campus community. Emphasis should be put on how the dining program will be marketed. Special attention should be focused towards projecting the goals of SCSU in providing a program that excites the community, energizes the users and offers imagination in service, food variety, wellness options and the overall dining experience. A marketing plan for this venue will be required on an annual basis

4.3.4 Menu Profile

Below is a list of the minimum menu profile the Contractor shall offer. In accordance with the menu profile below, the Contractor shall develop menus and forecast and adjust production for each menu item based on actual customer demand and food preferences daily throughout the year. Contractors are encouraged to provide pricing at below market prices.

Contractors are to submit their own menus, being responsive to the current demands of the patrons. One concept should be based entirely and exclusively on healthful, nutritious food and drink choices. Commercial brands that reflect the University's vision for the menu profile of this concept include Panera Bread, Fresh City, Sweet Tomatoes, Salad Creations, Naked Greens, Jamba Juice and Smoothie King.

Current Concepts include:

Sub Connection (subs, salads & wraps)

Bowlful (hearty, healthy and wholesome)

Tres Habaneros (Latin)

The Grill (hotdogs, burgers, fries)

Specific Required National Brand: Dunkin' Donuts

4.3.5 Required Hours of Operation (The University, through the Contract Administrator, may require additional hours and days of operation to accommodate special events on campus)

Dunkin Donuts

7:30am-6:30pm (Monday – Thursday)

7:30-2:30 (Friday)

8:00am-11:00am (Saturday)

Closed Sunday

Sub Connection

11:00am-6:30pm. (Monday – Thursday)

11:00am-2:30pm (Friday)

Closed Saturday & Sun

Bowlful
11:00am-6:30pm. (Monday – Thursday) 11:00am-2:30pm Friday
Closed Saturday & Sunday

tres Habenarios
11:00am-6:30pm. (Monday – Thursday)
11:00am-2:30pm (Friday)
Closed Saturday & Sunday

The grill
11:00am-6:30pm. (Monday – Thursday)
11:00am-2:30pm (Friday)
Closed Saturday & Sunday

4.3.6 Method of Payment

Cash
Debit and or Credit cards (MasterCard, Visa)
Hoot Loot
Food Loot

4.4 Bagel Wagon - Engleman Hall

Description of Facility

The "Bagel Wagon" is located in Engleman Hall Student Lounge and offers "Grab N Go" items such as hot and cold beverages, bagels and muffins, salads and sandwiches and snack items.

4.4.1 Service Style- Counter service for carryout or eat-in

4.4.2 Current Seating- Seating available in adjacent student lounge

4.4.3 Merchandising and Marketing

Focus should be maintained at all times on the wellness and healthy presentation and preparation of the food. The University requires that the contractor participate in ongoing wellness activities as they develop within the campus community. Emphasis should be put on how the dining program will be marketed. Special attention should be focused towards projecting the goals of SCSU in providing a program that excites the community, energizes the users and offers imagination in service, food variety, wellness options and the overall dining experience. A marketing plan for this venue will be required on an annual basis.

4.4.4 Menu Profile

Minimum Menu Profile

Below is a list of the minimum menu profile the Contractor shall offer. In accordance with the menu profile below, the Contractor shall develop menus and forecast and adjust production for each menu item based on actual customer demand and food preferences throughout each day

Monday through Friday during the academic year. Contractors are to submit their own menus, being responsive to the current demands of the patrons.

Hot Beverages/Coffees

Starbucks or other national brand
Cafe
Cappuccino
Hot Chocolate
Latte
Cafe Mocha
Original Oregon Thai Tea
Green Tea Oregon Chai Tea Hot Tea

Beverages

Bottled Water
Bottled Tea
Bottled Soda

Pastries/Baked Items

Muffins (Six (6) varieties)
Brownies
Cookies
Bagels

4.4.5 Lunch

Healthy Sandwiches and Salads

Chicken Toscano Smoked Turkey Ham and Swiss
Vegetarian Sandwich Selection
Turkey and American
Chicken Caesar Chef Salad Garden Salad

4.4.6 Required Hours of Operation

7:30 a.m. – 6:30p.m. (Monday- Thursday)
7:30 a.m.- 2:00p.m. (Friday)
Closed Saturday & Sunday

4.4.7 Method of Payment

Cash
Debit and/or Credit cards (MasterCard, Visa)
Hot Loot
Food Loot

4.6 Owl Perch

Description of Facility

The Perch contains a total area, including seating, of 2,020 square feet. It offer's proudly we serve Starbuck's or other nationally branded coffee program. It should also offer "Grab N Go" items such as hot and cold beverages, bagels and muffins, healthy salads and sandwiches and snack items. This facility should be appealing and magnetic.

4.7 Camps and Conferences

4.7.1 Camps and Conferences

The University hosts a variety of camps and conferences for which it would like to make catered meals available. Most meals will be expected to be served primarily in the Connecticut Hall or the Adanti Student Center. All effort should be made by the Contractor to provide low fat, low carb and wellness items whenever possible and meet the specific menu requirements requested by camps and conferences, of which, the attendees range from children to international scholars.

The University will continue to expand conferences, camps and summer events to maximize public service and revenues to the University. The Contractor will be required to become a partner in the effort to attract and provide service for new clientele.

The University would like Contractors to propose a summer conferencing program that would be economical but meet the needs of the participants who would be on campus to attend the various summer camps and conferences. Since cost is a very large factor for most of the groups using the campus facilities, a program which minimized costs while still providing a high quality experience is required.

4.8 Catering Program

4.8.1 The University is looking for the successful Contractor to provide innovative solutions to the University's catering requirements that would be both affordable and appealing to the diverse constituency of University event planners.

4.8.2 Currently, the University is not obligated to the Contractor to provide catering. However, the University will not allow outside caterer to use the University kitchen areas and/or cooking equipment.

4.8.3 The Contractor will offer three tiers of catering service in order to better meet customers' needs and budgets:

Premium Service: For presidential and high-level catered events

Standard Service: For traditional luncheon meetings and similar gatherings

Budget Service: For groups with limited budgets (pick up/no set up or tear down).

Catering Revenues	
FY 2018	\$ 504,264
FY 2019	\$ 339,645

4.9 VENDING

Snack machine vending is included in the scope of this RFP. Vending on Campus is currently managed by Berkshire Food Dist., Inc. For the information of Proposers, vending is offered at the following locations on campus.

Please note that the University has a separate agreement with Coca-Cola for beverages and therefore, the beverage vending machines are not a part of this agreement.

Building/Location	Snack Machines (#)
Brownell Hall (residence)	1
Chase Hall (residence)	1
Davis Hall	1
Earl Hall	1
Engleman Hall basement	1
Engleman Hall main floor lounge	3*
Farnham Hall (residence)	1
Hickerson (residence)	1
Jennings Hall	2
Moore Field House	1
Neff Hall (residence)	1
North Campus Residence Complex	1
Pelz Gymnasium	1
Schwartz Hall (residence)	1
School of Business building	1
Adanti Student Center	1
Wilkinson Hall (residence)	1
Wintergreen Building	1
West Campus Residence Hall	1
Total Number of Machines	22

* Two machines are snacks and one is ice cream

- 4.9.1 All vending machines shall have current technology card readers that are compatible with the University's one card/debit card system. All vending machine card readers shall be supplied by the Awarded Contractor. The Awarded Contractor shall also be responsible for the costs associated with each card reader including installation. All card readers must be approved by the University prior to installation.

B. RFP INSTRUCTIONS

1.1 EXAMINATION OF RFP AND CURRENT FACILITIES

The Contractor is encouraged to carefully examine the food service facilities and the RFP documents to become fully informed of the current conditions of the physical facilities, ingress and egress to all food service locations, existing equipment and the character of the work to be performed. The Contractor is responsible for observing and recording its own information needed for developing their bid response.

1.2 PRE-BID CONFERENCE

The University shall conduct campus tours and site inspections of all food service facilities at a pre-bid conference. Additional visits by proposers to campus for observation of the Campus Dining Services will require the prior approval of SCSU. Such visits may be arranged if desired by Proposers. However, prior to visits Proposers are required to advise SCSU if they plan to have representatives on Campus to observe the foodservice facilities. Proposers must contact and advise of their wish to visit Campus:

Brad Crerar

Phone: 203-392-5500

Email: crerarb1@southernct.edu

Robert DeMezzo

203 392 -5886

Email: Demezzor1@southernct.edu

Please note that questioning or interviewing SCSU employees and students when visiting the campus will not be permitted at any time. Failure by any Contractor to observe this restriction may be cause for rejection of the Contractor's bid response.

The MANDATORY pre-bid conference is scheduled for 10:00 a.m. on Wednesday, March 23, 2022. The location of the pre-bid conference is Room 312 of the Michael J. Adanti Student Center. A maximum of three (3) attendees per company will be permitted to attend.

Attendance at the pre-bid conference and the tour is mandatory. Failure to attend shall result in non-acceptance of Contractor's bid.

NOTE: In case of inclement weather, the pre-bid conference shall be held on 10:00 a.m. Friday, March 25, 2022 in Room 312 of the Michael J. Adanti Student Center.

A question and answer session will be conducted during this conference to respond to oral questions

from any and all Contractors. All such requests for information and responses will be disseminated through the University.

1.3 ADDENDA to this RFP

SCSU may issue one or more addenda to this RFP. Such addenda shall be posted at the DAS Contracting Portal website: <http://das.ct.gov/>. It shall be the responsibility of the prospective proposers and other interested parties to familiarize themselves with this website and visit it regularly during the RFP process for updated information or addenda related to this RFP.

No information communicated verbally shall be effective unless confirmed by Addenda from the Procurement Services Department of the University.

1.4 PRE-BID QUESTIONS AND RESPONSES

questions and answers covered at the pre-bid conference will be posted as an addendum as described in section 1.3. Answers to questions from Contractors before and after the pre-bid conference will be posted as an addendum as described in Section 1.3 "Answers to Questions from Contractors".

No interpretation of the meaning of the RFP documents as defined in the general conditions, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to a Contractor orally.

- Any oral explanation or instruction given aside from the pre-bid conference, before the award of the contract, will not be binding.

Every request for interpretations or corrections shall be made in writing via email to the address below:

Cynthia Shea-Luzik
Manager, Procurement Services
shealuzik1@southernct.edu

- Written questions must be received no later than March 30, 2022 in order to be given consideration.

1.5 PREPARATION OF BID RESPONSE

Bid responses shall be submitted in an organized manner, each copy separately bound in one three-ring binder, with sections appropriately tabbed and identified for each section identified in Section C - Bid Submittal Requirements, of this RFP.

Bid responses shall not exceed 200 pages (100 double sided pages or 200 single sided pages) in total (8-1/2" x 11"), excluding separately bound booklets or publications. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective bid response are neither necessary nor desired.

The University recommends that the Contractor use recycled paper and double sided copying for production of all printed and photocopied materials. All documents should be clearly marked to indicate that they are printed on recycled (minimum 30% post-consumer waste) paper.

Wherever repetition occurs in the RFP, with regard to similar requests for information, Contractors need not repeat the information. However, reference should be made to the exact location in the bid response where the information is already recorded.

The Contractor must bear all costs associated with the preparation of the bid response and any oral

1.6 PERFORMANCE BOND

On or before the date of commencement of the executed contract, the Contractor shall deliver to the University an executed standard performance bond from a surety licensed to do business in Connecticut in the face amount of (\$2,000,000). The resulting Agreement shall not be deemed in effect unless and until the bond has been received by the University and the University has determined that said bond complies with the requirements of this paragraph. The performance bond shall remain in effect throughout the term of the Agreement. Notwithstanding the foregoing, the University acknowledges and agrees that Contractor may satisfy its obligations hereunder by obtaining and renewing on an annual basis, a performance bond that otherwise meets the requirements of this paragraph. The performance bond shall guarantee the faithful performance by Contractor of all of its obligations under and pursuant to the terms of the executed Agreement.

1.7 DELIVERY OF BID RESPONSE

Contractors shall submit a clearly marked original **plus eight (8) copies** of the proposal. **Contractors shall also provide one complete copy of their proposal electronically on USB flash drive.** Proposals shall be received by the SCSU Procurement Services Department **no later than Tuesday, April 12, 2022 at 2:00PM**. Any proposal received after this date and time shall be rejected and returned to the vendor, unopened.

The bids shall be addressed to:
Original and eight (8) copies:

Cynthia Shea-Luzik
Manager, Procurement Services
Southern Connecticut State University
Wintergreen Building
501 Crescent Street

New Haven, CT 06515-1355
Phone: 203-392-5490
Fax – 203-392-5057

Shealuzikc1@southernct.edu

The outside cover of the package containing the proposal shall be marked:
"22-SCSU-05 Management of Campus Dining Services" to allow for proper identification.
The University is not responsible for delays in the delivery of mail by the US Postal Service, private

couriers or the interuniversity mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the appropriate destination prior to the required date/hour.

NOTE: Should the University be unexpectedly closed at the scheduled bid due date and time (i.e. inclement weather closing), the bid due date shall default to 2:00PM on the next business day the University is open (a business day defined as Monday – Friday inclusive and not including Saturday or Sunday). Closing information can be obtained via the SCSU website www.southernct.edu.

1.8 PROPRIETARY DATA

As a state agency, the University is subject to the Freedom of Information Act in accordance to Connecticut General Statutes Section 1-210.

1.9 LATE BIDS AND MODIFICATIONS

Any proposals and modifications to the bids received after the time and date set for the receipt of bids will NOT be considered.

1.10 EVALUATION CRITERIA

The purpose of the bid evaluation is to objectively analyze bid submittals to narrow the list of Contractors to those companies best qualified to manage the food service operations for the University. All Proposers submitting a proposal concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method. The evaluation process highlights the following major sections which correspond to the RFP bid submittal requirements. Such criteria focuses on the following aspects:

- Innovation and creativity and appeal of proposed services, concepts and programs including both retail and residential dining programs, vending and marketing;
- Financial Proposal to SCSU including any proposed in-kind contributions;
- Proposed meal plan pricing (i.e. values on Declining Balance, value of meals);
- Proposed management team and staffing;
- Labor training practices, customer service and professional development;
- Proposed sustainability program;
- Company experience relevant to SCSU's needs;
- Proposed catering operation;
- Responsiveness to the RFP;
- Proposed Facility enhancements;
- Optional bid quotation

1.11 VISITS TO CONTRACTORS' FACILITIES

Representatives from the University reserve the right to inspect Contractors' existing University food

service accounts and to interview prospective Contractors prior to award of the contract.

1.12 NEGOTIATIONS WITH CONTRACTORS

The University reserves the right to negotiate and hold discussions with the Contractors as necessary to protect its own best interests. However, SCSU may award a contract based on the initial offer without discussions of each offer and reserves the right to reject any and all bid responses received, waive minor technicalities and will be the sole judge as to whether the Contractor's response has satisfactorily met the requirements of the RFP.

Accordingly, Contractors should offer their most favorable terms from a price and service standpoint. The successful Contractor will be selected based on fulfillment of the RFP requirements including quality of product, commission/cost per student per day to SCSU, food services provided, affordable and fair prices to the customer, past performance and reputation and the ability to reach a total agreement that will satisfactorily meet the needs of SCSU.

1.13 AWARD OF CONTRACT

SCSU reserves the right at its sole discretion, to award or reject a bid response for any reason and to modify the dates listed on the Calendar of Events in Section A, 1.2. Bid responses may be rejected by SCSU if they reflect omissions, alterations of forms, additions not called for, conditions, limitations, unauthorized bids, or other irregularities of any kind, as determined by SCSU.

Any special requirements needed by the Contractor to commence services must be listed in bid response and identified in the bid's Table of Contents.

1.14 POWER OF ATTORNEY AND COUNTER SIGNATURE

Attorneys-in-fact who sign Bid Responses and Performance Bonds, Payment and Surety Bonds, must file with such bonds a certified copy of their Power of Attorney to sign such bonds.

1.15 ETHICS IN CONTRACTING

By submitting their bid responses, all Contractors certify that their bid responses are made without collusion or fraud and that they have neither offered nor received any kickbacks or inducements from any other Contractor, supplier, manufacturer or subcontractor in connection with their bid response and that they have not conferred upon any University employee past or present, any payment, loan, subscription, advance, deposit of money, travel, services or even items of a nominal value, present or promised.

1.16 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor and the University mutually understand and agree and it is the intent of the parties, that an independent Contractor relationship will be established under the terms and conditions of any resulting agreement; that employees of the Contractor (awardee) are not nor shall they be deemed to be employees of University; and, that employees of University are not nor shall they be deemed to be employees of Contractor (awardee).

1.17 EXECUTION OF CONTRACT

The Contractor to whom the contract is awarded shall, within thirty (30) days after the prescribed documents are presented for signature, execute and deliver to the University the resulting Agreement and associated affidavits, and forms (RE: Appendix I) and including those items added or deleted during negotiations, satisfactory evidence of all required insurance coverage (as indicated in Section 1.24, below) and proof of satisfactory to the University of the authority of the person(s) executing the contract. The above documents must be furnished, executed and must be delivered before the contract will be executed by the University, and the State of Connecticut.

1.18 SUBCONTRACTS

Nothing in this RFP shall be construed as creating any contractual relationship between any Contractor, subcontractor and the University. Subcontractors will be permitted only with prior authorization of the University Contract Administrator and, if required, the Attorney General. The successful Contractor is responsible for the performance of any subcontractor under its control. Subcontractors must meet the same contractual requirements as the selected Contractor including insurance requirements.

1.19 LABOR AND UNION

The majority of the University's food service employees are union members. Union members include both part-time and full-time employees. The Contractor shall give appropriate legal consideration to the current collective bargaining relationship.

The University mandates the Contractor to honor the current classification rates of the Collective Bargaining Agreement. The University encourages Proposers to meet with current union representatives to discuss the fundamentals of the current Collective Bargaining Agreement that are not a part of the classification rates.

Appendix VII contains the CBA. This is provided for informational purposes only.

1.20 STUDENT EMPLOYEES

In keeping with the findings of the University's "Student Success Task Force Report", the University shall require the successful Contractor to employ 20% of employee hours as student hours. Please indicate if your firm has accomplished this at other accounts (i.e., number of accounts, number of students, payroll ranges and duties).

The University cannot guarantee any number of University work study students nor work study hours. The Contractor shall reimburse the University for any work study hours provided.

The University shall have the right to determine the maximum number of hours each student may work, the nature of the work performed and other conditions of employment the University deems appropriate.

1.21 STANDARD WAGE RATES

In accordance to Connecticut General Statute 31-57F- Standard Wage Rate, the awarded Contractor must be in compliance with standard wage rates for certain service workers. The statute requires

employers to pay their nonsupervisory employees an hourly rate that is not less than the standard wage rate established by the Labor Commissioner. Conn. Gen. Stat. § 31-57f(b). The standard wage rate is applicable to student workers as well. Additionally, the awarded Contractor must provide certified payroll to the University on a monthly basis. Connecticut General Statute 31-57F- Standard Wage Rate contains the applicable rates for the New Haven, CT area as provided by the Connecticut Department of Labor as well as a sample of the certified payroll form for Food Service Providers.

1.22 INSURANCE REQUIREMENTS

The Successful Contractor must provide evidence of insurance coverage at the time of bid submission. Certificate of coverage must be provided by awardee prior to contract execution indicating the following minimum coverage:

Coverage	Minimum Limits
Worker's Compensation-Each Accident	Statutory
Commercial General Liability Combined Single Limit	\$1,000,000
Dram Act Insurance	Statutory
Automobile Liability (including hired and non-owned) Combined Single Limit (per accident)	\$1,000,000
Umbrella Combined Single Limit	\$10,000,000

The certificate should also indicate that in the event of cancellation of any of the policies, or reduction in coverage under same, 30 days prior written notice of cancellation or change in coverage will be given to the University.

The awarded contractor shall add the State of Connecticut, The Board of Regents for the Connecticut State Colleges & Universities System and the University, and their officers, agents and employees as additional insureds under the commercial general liability policies, for purposes of the resulting contract. The awarded contractor shall provide the University a certificate of insurance with the required kinds of insurance and minimum liabilities specified issued by an insurance company licensed to do business in the State of Connecticut and signed by an authorized agent thereof. The awarded contractor shall pay all premiums upon said policies and the insurance policies shall contain a covenant by the company issuing the insurance that the policies shall not be canceled by the issuing company unless a 30-day written notice of cancellation is sent to the University. Additionally, the awarded contractor's insurer shall have no right of recovery or subrogation against the University or the State of Connecticut and the described insurance shall be primary.

1.23 EMPLOYEE BACKGROUND CHECKS/DRUG TESTING

The University requires all employees of the Awarded Contractor to undergo background checks as well as random drug testing throughout the life of the agreement. The Awarded Contractor shall take any necessary disciplinary action in order to safeguard the University and its students. The costs of such background checks and drug testing shall be the responsibility of the Awarded Contractor.

2. TECHNICAL PROPOSAL

Instructions for submitting all required information are contained in this section.

Contractors should be aware that the University will cap year-to-year increases in cash (retail) prices and board rates.

2.1 DINING OPERATIONS

The University's approval is required for any brand names selected for items to be offered on the menus.

For each venue describe what changes you would propose and the capital costs associated with the changes. At this time all costs associated with the proposed renovations/changes to the venues should be assumed to be the financial responsibility of the Contractor

2.1.1 CONNECTICUT HALL

Programs, Menus and Concept Descriptions

Describe the concepts proposed for this operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements and other features. The Contractor should detail any changes in equipment or decor and provide renderings or schematics to demonstrate the proposed changes. The Contractor should detail any enhancements to the current program.

Special attention should be paid to customer service. The Contractor should describe specific ways they plan to enhance the current customer service environment including employee uniform, employee training programs, etc.

For any recommended renovations/changes to environment, provide a layout of the proposed space and a capital budget estimate of the cost to purchase equipment and to outfit the space.

Submit a four-week sample of the cycle menus proposed for breakfast, lunch, dinner and late night service. Submittal should group items by location in the server (i.e., hot entrees, specialty station, sandwich station, salad bar, cold food, etc.) and display the entire week's selections on one sheet (if possible) organized by day of the week. Every effort should be made to recognize quality, wellness and the demographic breakdown of the University's customers.

For each meal, indicate those items which are offered every day and those items which change according to the cycle. Indicate portion sizes and which items are healthful food choices. Text

for signage explaining nutritional content must be provided.

An annual marketing plan for this venue must be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Provide a daily plan to ensure the cleanliness of the facility and compliance of health codes. This plan should include all back-of-the-house and front-of-the-house areas.

Staffing

Submit staffing schedules for the Connecticut Hall, for one complete week of operation during the academic year using the guidelines in Appendix IV (use disk provided for staffing worksheet).

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's manager will report.

2.1.2

Roberta's

Program, Menus and Concept Descriptions

Describe the national, regional and /or proprietary concepts proposed for this outlet, which may include theme, decor, special promotions, merchandising, any special services, catering events, menu enhancements and other features.

Special attention should be paid to customer service. The Contractor should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

For any recommended renovations/changes to environment, provide a layout of the proposed space and a capital budget estimate of the cost to purchase equipment and to outfit the space.

Submit proposed menu for static and rotating menu items, indicating which are static. Provide a complete price and portion list for all items to be sold. Compute and furnish cash prices which account for the Contractor's costs of goods, labor, operating supplies and other appropriate expenses. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Itemize projected sales using the forms provided in Appendix IV.

Indicate which items are healthful food choices. Text for signage explaining nutritional content must be provided.

Provide a daily plan to ensure the cleanliness of the facility and compliance of health codes. This plan should include all back-of-the-house and front-of-the-house areas.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix

IV.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.3 STUDENT CENTER FOOD COURT

Program, Menus and Concept Descriptions

Describe the national, regional and /or proprietary concepts proposed for this outlet, which may include theme, decor, special promotions, merchandising, any special services, catering events, menu enhancements and other features.

Special attention should be paid to customer service. The Contractor should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

For any recommended renovations/changes to environment, provide a layout of the proposed space and a capital budget estimate of the cost to purchase equipment and to outfit the space.

Please note that one entire venue must be a healthy choice option.

Submit proposed menu for static and rotating menu items, indicating which are static. Provide a complete price and portion list for all items to be sold. Compute and furnish cash prices which account for the Contractor's costs of goods, labor, operating supplies and other appropriate expenses.

Itemize projected sales using the forms provided in Appendix IV.

Indicate which items are healthful food choices. Text for signage explaining nutritional content must be provided. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Provide a daily plan to ensure the cleanliness of the facility and compliance of health codes. This plan should include all back-of-the-house and front-of-the-house areas

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix IV.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.4 BAGEL WAGON- ENGLEMAN HALL

Program, Menus and Concept Descriptions

Describe the national, regional and /or proprietary concepts proposed for this outlet, which may include theme, decor, special promotions, merchandising, any special services, menu

enhancements and other features.

Special attention should be paid to customer service. The Contractor should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

For any recommended renovations/changes to environment, provide a layout of the proposed space and a capital budget estimate of the cost to purchase equipment and to outfit the space.

Submit proposed menu for static and rotating menu items, indicating which are static. Provide a complete price and portion list for all items to be sold. Compute and furnish cash prices which account for the Contractor's costs of goods, labor, operating supplies and other appropriate expenses.

Itemize projected sales using the forms provided in Appendix IV.

Indicate which items are healthful food choices. Text for signage explaining nutritional content must be provided. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

Provide a daily plan to ensure the cleanliness of the facility and compliance of health codes. This plan should include all back-of-the-house and front-of-the-house areas.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix IV.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.5 Owl Perch

Program. Menus and Concept Descriptions

Describe the national, regional and /or proprietary concepts proposed for this outlet, which may include theme, decor, special promotions, merchandising, any special services, catering, events, menu enhancements and other features.

Special attention should be paid to customer service. The Contractor should describe specific ways they plan to enhance the current customer service environment including employee uniforms employee training programs, etc.

Submit proposed menu for static and rotating menu items, indicating which are static.

Provide a complete price and portion list for all items to be sold. Compute and furnish cash prices which account for the Contractor's costs of goods, labor, operating supplies and other appropriate expenses.

Itemize projected sales using the forms provided in Appendix IV.

Indicate which items are healthful food choices. Text for signage explaining nutritional content must be provided.

Provide a daily plan to ensure the cleanliness of the facility and compliance of health codes. This plan should include all back-of-the-house and front-of-the-house areas.

Staffing

Submit staffing schedules for one complete week of operation using the guidelines in Appendix IV.

Detail the payroll rates and benefit costs for all hourly and salaried employees for this operation. Indicate to whom this unit's staff will report.

2.1.6 CATERING AND CONFERENCES

Describe the concepts proposed for this catering operation, which may include theme, decor, special promotions, merchandising, special services, menu enhancements and other features.

Keep in mind the challenges which the University has faced in the past as describe in Section 2, paragraph 2.1 of this RFP.

Currently in the Student Center many events take place in the Grand Ballroom. There are challenges related to the lack of a main kitchen and catering support space. The catering support room is over 400 sq. ft. of floor space with a 17ft counter and a 14"x18" sink with hot and cold water. It has two (2) telephone jacks and four (4) data ports as well as 10 electrical outlets on three (3) separate circuits. Contractors are required to describe in detail how these challenges will be addressed and how events will be serviced.

Depending on the type of catering program proposed, the University would like to have the following items included as part of the program:

- A multi-level catering manual for print and for the web site. The manuals shall contain sample breakfast, lunch and dinner menus, hot and cold buffet and hors d'oeuvre selections which would be available upon two weeks advance notice.

- Indicate which items are healthful food choices. In addition, prepare a set of limited menus that will be standard daily menus available at all times on short notice and those which would be available on a one or two day advance notice. These would be limited to small faculty or administrative staff groups, or other special group meetings.
- Specify a catering program applicable to three tiers of customers:
 - Premium Service: For presidential and high-level catered events
 - Standard Service: For traditional luncheon meetings and similar gatherings
 - Budget Service: For groups with limited budgets (pick up/no set up or tear down)
- Vendors are required to submit a detailed strategic marketing plan.
- Indicate which three or more major credit cards will be accepted by the Contractor. An annual marketing plan for this venue should be provided as part of the bid. Specific attention should be paid to meeting the goals of the University.

2.1.7 VENDING MACHINES

All vending machines shall be UL approved and shall conform to all federal/state and local regulatory agencies. The Contractor shall provide, upon request of the University, specifications on vending equipment to be installed, including refrigeration gas types. MSDS sheets may be required for all refrigeration gases. Machines which require an open flame to operate are not allowed.

The University reserves the right to require the Contractor to replace any and all units that, in the opinion of SCSU are considered unacceptable or unsafe for its student's use. This replacement or removal shall occur within one (1) business day of notification by the University.

The Contractor shall agree to keep energy use to a minimum and shall comply with energy conservation practices and policies and shall endeavor to conserve the use of energy thereof. The Contractor shall provide vending machines that are energy efficient and support the University's commitment to using Energy Star rated products wherever practicable.

The Contractor shall provide the manager of the University Card Office with access keys to all

2.2 MANAGEMENT ORGANIZATION

Outlined below is specific information required by the University regarding management requirements.

2.2.1 Management Organization Charts

Submit a proposed organization chart for the University food service operations which establishes the management hierarchy and the lines of communication between the unit management and employee categories.

Performance Evaluations

Present criteria used in annual evaluation of the account manager's performance.

Incentive Guidelines

Present incentive compensation guidelines, if any, for account management and key personnel.

2.2.2 Management Resumes

Contractors must submit professional resumes of the key management and supervisory personnel who will be proposed for assignment to this account.

As a minimum, each resume must contain the following information:

Position

Name

Education

Years of Employment with Contractor

Level of Experience

Professional Training

Assignments under the current Contractor, noting size of each account, title, major responsibilities and number of employees supervised

Previous assignments; note same information as above.

The individual in charge of the University campus operations (general manager) must have a minimum of five years' successful managerial experience in the University or University food service operations or equivalent; other supervisory and management staff must also have relevant experiences in catering, nutrition and / or University or University dining.

The University will require interviews with proposed site management personnel during the finalist interview process prior to contract award.

2.3 LABOR AND TRAINING PRACTICES

2.3.1 Labor Practices -Outlined below is specific information required by the University regarding labor and training practices.

Submit copy of employee handbook.

- Describe personnel-related functions designed to maintain compliance with all local, state and federal laws including but not limited to:
 - a) Fair Employment Practices.
 - b) Lawful Wage and Hour Practices.
 - c) Occupational Safety and Health Requirements.
 - d) Compliance with Employment Practices Covered Under the 1990 Americans with Disabilities Act.
 - e) Connecticut law relative to criminal background checks of school based employees
 - f) Random drug testing

2.3.2 Transition Planning

Calculate the anticipated number of entry level staff and management employee hours and associated expense to be devoted to formal training during the period prior to the start of the new Contract. Show separate hours for entry level staff and management employees.

A detailed transition plan will need to be developed and executed by the successful Contractor. The successful Contractor must state precise plans for each step in assuming control and describe its ability to commit the staff, personnel and resources required to develop a responsive management structure. A statement of the successful Contractor's management philosophy must be included with full cooperation expected of the incumbent Contractor. Prepare and submit a plan description and explanation of any services required during a potential transition to a new Contractor for all events leading up to the anticipated start of the new contract July 1st, 2022 Contractors are required to explain in detail how they will successfully transition union employees with respect to the terms and conditions of their union contract while preserving the term of the Contractors contract to ensure the highest level of customer service.

2.3.3 Employee Training

The Contractor must provide to their employees and ensure their compliance with, The University's employee standards and ensure their compliance with them. These standards include, but are not limited to, professional appearance, attitude, customer interaction and uniform requirements.

Contractors are required to submit a detailed program for customer service training and a plan to ensure the highest level of customer service throughout the term of the contract.

Describe Contractor's non-supervisory training program, including hours of instruction, subject matter, visual aids, motivational and other training materials. Include at least one (1) copy of your complete training manual in English (manuals will be returned to Contractor upon request).

2.3.4 Management Training

Describe supervisory and management training program, including hours of instruction, subject matter, attendance at schools and seminars, reading programs and management training tools. Include at least one (1) copy of your complete training manual.

2.4 SANITATION AND SAFETY

Briefly describe the approach to sanitation and safety practices and the anticipated program to train and reinforce standards in the food service facility.

Outline sanitation and safety self-inspection procedures for all food service operations at a University facility. Provide a sample copy of any checklist used during inspection.

Provide a brief description of your company's overall policy/philosophy regarding reduction of solid wastes and recycling.

2.5 SUSTAINABILITY/ENVIRONMENTAL PROGRAMS

A large part of the University's green or sustainability efforts revolve around food services, and the University would like to foster a more sustainable food service program. The successful Contractor shall work with the University to meet or exceed its commitments to increase local, organic and sustainable procurement.

The contractor shall work with the University to continue progress in this area throughout the contract, with discussions and analysis pertaining to consideration of cost, benefit supply and demand.

There has been a growing interest on campus for the Food Service provider to actively reach out to local food companies as sources for locally roasted coffee, locally/organically grown fruits and vegetables and baked goods. The University expects that local food sources and GMO (Genetically Modified Organism) free foods will be used when financially practical to do so. The University will give preference to environmentally superior products, where quality, function and cost are equal or superior.

Campus food services generate a great deal of organic waste. There has been a growing interest on campus for the Food Service provider to be more actively involved with diversion efforts including but not limited to single stream recycling, organic waste composting and industry best practices in waste reduction.

The Proposer should describe in detail how they will assist the University in its sustainability efforts. Proposals should include specifics on how the Proposer shall incorporate the procurement of local, organic foods, the recycling and composting of waste, as well as the use of small wares and consumables made from recycled content.

Refer to Appendix VII for specific State of Connecticut Laws regarding sustainability and the purchase of sustainable products.

2.6 EMERGENCY MANAGEMENT PLAN

Proposers should include an Emergency Management Plan to ensure the continuing viability of the University in the event of emergencies affecting the institution.

3. FINANCIAL BID

3.1 BASE BID QUOTATION

Proposers should supply a Base Bid Quotation which is a quote based on the University's requirements for a food service management program as outlined in this RFP. The Base Bid Quotation should take into account the following assumptions:

Participation assumptions and sales projections for the food service operations should Be developed based on the population projections and other information as described in Section A.

Prices in cash (retail) food and beverage outlets will be reviewed and approved in writing by the University before they are implemented. The Contractor may, subject to the University's approval, increase aggregated cash prices up to the CPI annually. It is not the intent to allow for an increase annually but to make the Contractor aware that University will be firmly committed to keeping price increases at a minimum.

Contractor's meal plan rate increases will be subject to approval by University. This increase will be based on the Producers Price Index, Foods mfg., series ID: PCU 311 – 311("PPI") published by the United States Department of Labor, Bureau of Labor Statistics.

The Contractor will remit to the State of Connecticut Division of Revenue Services any State Sales Tax that the University instructs the Contractor to collect.

The Contractor will assume full monetary responsibility for telecommunications service, both voice and data, local and long distance, installation, and monthly charges. Those costs shall be a direct cost of operations.

The Contractor will be responsible for the daily janitorial and cleaning duties for all front and back of house food service areas.

The contractor will be responsible for the coordination and cost to have all of the foodservice equipment inspected and serviced at least 2 times per year by a licensed kitchen equipment company

The Contractor will provide such trucks or vans required for food service usage and will be responsible for gas, oil, repairs, maintenance and insurance as required by Connecticut State law. The Contractor will assume full monetary responsibility for any University vehicles used temporarily in the performance of the agreement. These costs shall be a direct cost of operation.

3.1.2 Examples of Financial Reports

Submit one or more samples of financial reports Contractor shall submit to the University as representation of the reporting format Contractor intends to use for the University. The sample does not have to disclose the name of the client.

3.1.3 Commissions and Board Plan Rates

Base Bid Quotation

Cash Operations

Cite the annual commission, both a minimum dollar amount and/or a percentage of net sales, for each cash operation, to be remitted to the University.

In addition, compute the dollar value of commissions, based on your projections, that you guarantee will be remitted to the University, for each of the five years of the contract. Guarantees will be remitted to the University no later than October 1 of each contract year.

Meal Plan

Using the meal plans provided by the University, estimate the participation and revenue the Contractor foresees for meal plan operations at the University. Detail your proposed cost per student meal, by meal plan for the University.

Also quote guest meal rates and the administrative meal rates for the board dining hall.

Guaranteed Commissions

Contractors are encouraged to prepare a minimum remuneration to the University of twenty percent (20.0%) on all revenue sources, except meal plans, including but not limited to food and beverage retail, cash, Hoot Loot, Food Loot, conference and catering sales.

Regarding net losses: Any and all net losses associated with this contract as the sum of the University's authorized operating expenses and remunerations paid to the University from Contractor, in excess of gross sales shall be paid by the Contractor throughout the term of this agreement.

State of Connecticut Service Contract Requirements

Construction for the facilities involved with food service operations were financed by the Connecticut Health and Education Facilities Authority (CHEFA) Bonds. In accordance to the requirements of CHEFA bond projects, any agreement, oral or written, with any person other than a governmental unit (a "Service Provider") to manage, operate, or provide services with respect to any part of the facilities financed by CHEFA Bonds (a "Service Contract") must satisfy the following:

50% Periodic Fixed Fee Arrangement. At least 50% of the compensation for each annual period shall be based on a periodic fixed fee, or all of the compensation is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee; the term of the contract, shall not exceed five (5) years; and the University may terminate the contract, without penalty or cause, at the end of the third year of the contract term.

Notwithstanding any other provision of the contract, the compensation to be paid to the contractor shall be a fixed fee of at least 50 percent of the overall revenue from all sources

for each contract year. Any payments made to the contractor pursuant to the financial arrangements described in the resulting agreement shall be credited against the payment of such fixed fee; and (ii) the aggregate amount of total compensation to be paid to or received by the contractor for all service provided (including payments or revenues from catering or casual meals and cash sales or any other compensation based on a per unit fee or percentage of fees or sales charged or otherwise) for each year of the resulting contract shall in no event exceed an amount equal to twice the annual fixed fee. The annual fixed fee shall be adjusted annually or as appropriate in accordance with the provisions of the resulting contract.

In-Kind Contribution

The University requires that the Vendor provide for major, high profile University sponsored events such as the Distinguished Lecture Series, will provide reasonable support for other fundraising activities of the University, and will, upon the announcement of any anticipated Capital Campaign make a significant corporate contribution annually.

Optional Bid Program Submission

After having complied with the base bid as articulated in food service Section A of in this RFP, Proposers are given the options to submit alternate program proposals. Any additional bid should be provided in a similar format separate from the Base Bid quotation.

3.1.4 Summary

The University is seeking innovative, effective food service management of the campus dining services and therefore encourages Contractors to be creative in all aspects of the technical and financial arrangements sections of the bid response and in any optional bid quotations.

The University may seek assistance from the Contractor with facility renovations and new construction over the course of the Contract period. The University will expect and welcome collaboration with the Contractor on facility improvements, replacements and new construction that will have a material and positive affect on the delivery of dining services to Campus

C. Attachments

The University requires each Contractor to submit information concerning their technical, financial and other abilities to provide the services described in this RFP. Contractors should follow the minimum specifications as described in Section A, Food Service Program. Each Contractor must submit the required information shown below. All forms that need to be completed are contained in this section.

Contractor's Checklist

The checklist below identifies the items which each Contractor must complete and submit with their bid proposal. Any errors or omissions made on the checklist do not relieve the Contractor of the responsibility to complete and submit all required documents in this RFP.

Attachments:

- Form SCSU 1 - Contractor's Bid Form
- Form SCSU 6 - References
- Connecticut State University System- Standard Terms and Conditions
- Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders
- OPM Ethics Form 1 – Gift and Campaign Affidavit

BID NO.: RFP 22-SCSU-05	BID OPENING DATE: 4/12/2022	BID OPENING TIME: 2:00pm	SURETY AMOUNT: N/A	DATE ISSUED: 3/16/2022
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COMMODITY CLASS/SUBCLASS AND DESCRIPTION: **Management of Dining Services** TERM OF CONTRACT/DELIVERY DATE REQUIRED
Initial Term: August 1, 2022 – June 30, 2027

Cynthia Shea-Luzik 03/16/2022
 Cynthia Shea-Luzik Date
 Manager, Procurement Services
 Email : shealuzikc1@southernct.edu

AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:

- That this proposal is executed and signed by said bidder with full knowledge of the standard bid and contract terms and conditions of current issue and in effect on the date of bid issue.
- Your written signature below indicates agreement of the CSCU standard terms and conditions of which are incorporated herein.

Bidder Information

COMPLETE COMPANY NAME (TRADE NAME, DOING BUSINESS AS)		FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)		
COMPANY ADDRESS	STREET	CITY	STATE	ZIP CODE
CONTACT NAME (TYPED OR PRINTED)		TELEPHONE NUMBER (INCLUDE TOLL-FREE NUMBERS)		FAX NUMBER
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED COMPANY			DATE EXECUTED	
TYPE OR PRINT NAME OF AUTHORIZED PERSON			TITLED OF AUTHORIZED PERSON	
COMPANY E-MAIL ADDRESS AND/OR COMPANY WEB SITE				
IS YOUR BUSINESS A: <input type="checkbox"/> PROPRIETORSHIP (INDIVIDUAL) <input type="checkbox"/> PARTNERSHIP OR <input type="checkbox"/> CORPORATION (TYPE OF CORPORATION)				
IS YOUR BUSINESS CURRENTLY A DEPARTMENT OF ADMINISTRATIVE SERVICES CERTIFIED SMALL BUSINESS ENTERPRISE: <input type="checkbox"/> YES (ATTACH CERTIFICATE TO BID) <input type="checkbox"/> NO				
IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO THIS BID WHEN RETURNED.				
IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?				
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & ADDRESS:				
HAS YOUR BUSINESS RECEIVED FUNDING FROM THE SMALL BUSINESS ADMINISTRATION? <input type="checkbox"/> Yes <input type="checkbox"/> No				
REMITTANCE INFORMATION, IF DIFFERENT FROM ABOVE				

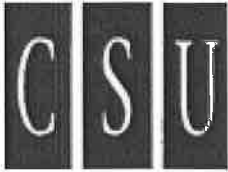
REFERENCES

List the company name, e mail address, mailing address, contact person and telephone number of five (5) locations where your company has performed similar work as related to this bid.

<u>Company Name</u> e-mail address	<u>Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1. _____ _____	_____ _____	_____	() _____
2. _____ _____	_____ _____	_____	() _____
3. _____ _____	_____ _____	_____	() _____
4. _____ _____	_____ _____	_____	() _____
5. _____ _____	_____ _____	_____	() _____

This form must be included with your bid.

Connecticut State University System



**Central Connecticut State University
Eastern Connecticut State University
Southern Connecticut State University
Western Connecticut State University
System Office**

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

The following words, when used herein, shall have the following meanings:

1. "Contract" shall mean any agreement negotiated by and between CSU and the contractor selected by CSU as the result of a request for proposal, request for quotation, or request for bid, including, but not limited to, a personal service agreement or purchase order.
2. "CSU" shall refer to the Connecticut State University System, which is comprised of Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, Western Connecticut State University and the System Office, collectively and individually, as the context requires.
3. "Person" shall mean an individual, partnership, corporation or other business entity, as the context requires.
4. "Proposal" shall mean a response to a request for proposal, request for bid, or request for quotation.
5. "Proposer" shall mean a contractor that submits a response to a request for proposal, request for bid, or request for quotation.
6. "RFP" shall mean a request or invitation for proposal, bid, or quotation, as applicable.

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

1. CSU reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSU, in its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of CSU.
2. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
3. CSU does not commit to specific volumes of activity, nor does it guarantee the accuracy of statistical information provided in the RFP. Such information is supplied to proposers for reference only.
4. All responses to the RFP shall be and remain the sole property of CSU.
5. Each proposer shall bear all costs associated with proposer's response to an RFP, including, but not limited to, the costs of any presentation and/or demonstration required by CSU. In addition, answers or clarifications sought by CSU arising out of or in connection with the proposal shall be furnished by the proposer at the proposer's expense.
6. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.
7. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the

equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.

11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.
12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services www.biznet.ct.gov/SCP_search/default.aspx?acclast for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

C. Samples

1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless

otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.

3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

D. Bonding Requirements / Guaranty or Surety

1. If required by this RFP, the proposal must be accompanied by a bid bond or a certified check in an amount that is ten percent (10%) of the bid amount. The bid bond must be executed by an insurance company licensed to do business in the State of Connecticut. Certified checks must be made payable to CSU or the appropriate CSU University.
2. The proposal bond must be executed by the proposer as follows:
 - (a) If the proposer is a corporation - must be signed by an official of the corporation above his or her official title, and the corporate seal must be affixed over the signature;
 - (b) If the proposer is a partnership - must be signed by a general partner;
 - (c) If the proposer is an individual - must be signed by the individual and indicate that he or she is "doing business as"
3. The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over his or her signature. Signatures of two witnesses for both the principal and the surety must appear on the bond.

III. CONTRACT AWARD

1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.
2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.
3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.
4. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.

6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

By submitting a response to the RFP, the proposer agrees that any contract negotiated between it (if the successful proposer), as contractor, and CSU may contain the following provisions, as deemed applicable by CSU:

A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C.
8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and

deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.

18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance

1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
 - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (c) Professional Liability: \$1,000,000 limit of liability.
 - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease - Policy limit, \$100,000 each employee.
An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
 - (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
 - (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.
3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.

7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

C. Bonds

The successful proposer shall submit the following bonds, at the request of CSU, within ten (10) days of the date of receipt of the Award Notice and Offer:

1. A Performance Bond in the amount of one hundred percent (100%) of the total proposal price; and
2. A Labor and Material Payment Bond in the amount of one hundred percent (100%) of the total proposal price.

A company authorized to transact business in the State of Connecticut shall execute the bonds. Checks shall be made payable to CSU or the appropriate CSU University.

D. Delivery

1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

E. Inspection and Tests

1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.
2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.

F. Advertising

Reference by the contractor to sales to CSU for advertising and promotional purposes without the prior approval of CSU shall be expressly prohibited.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

<p>Company Name Street Address City & State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___</p>
<p>Bidder Parent Company (If any)</p>	<p>- Bidder is certified as above by State of CT Yes ___ No ___</p>
<p>Other Locations in Ct. (If any)</p>	<p>- DAS Certification Number _____</p>

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___</p>	<p>12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____</p>

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes ___ No ___

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ___ No ___

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- Initial Certification**
- Updated Certification because of change of information contained in the most recently filed certification**

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ **day of** _____, **20**____.

Commissioner of the Superior Court (or Notary Public)

_____ **My Commission Expires**



Appendix I

Draft Management Contract

Southern Connecticut State University
Contract for Management of Campus Dining Services
DRAFT

This Agreement is made this 1st day of August, 2022 by and between _____ with an office at _____ (hereinafter the “Contractor”) and Southern Connecticut State University of the Connecticut State University System, a constituent unit of the State of Connecticut System of Higher Education located at 501 Crescent St., New Haven, CT 06515-1355 (hereinafter “SCSU” or “University”).

1.0 DEFINITIONS

Note: Definitions will be provided in the final draft of the Agreement.

2.0 AGREEMENT:

This Agreement, pursuant to an award made to the contractor based upon Contractor’s response to RFP 22-SCSU-05, provides for the management of SCSU’s campus dining services.

This Agreement itself is not an authorization for the Contractor to begin performance in any way. The Contractor may begin performance of service only after it has received a duly issued purchase order from the University.

3.0 STANDARD TERMS AND CONDITIONS

- 3.1 Term: The initial term of this Agreement shall be for a five-year period commencing August 1, 2022 and expiring June 30, 2027. The term of the agreement may be extended for an additional period of five years, commencing July 1, 2027 and expiring June 30, 2032. Extension of the term of this Agreement shall be the sole prerogative of the University and not a contractual right of the Contractor. Any extension to the term of this Agreement shall be set forth in a formal written amendment executed by the parties hereto and approved by the State of Connecticut Office of the Attorney General. The initial term and any extension(s) thereof shall be collectively referred to herein as the “Term” of the agreement.
- 3.2 Deviations and Exceptions: No exceptions to or deviations from the terms of this Agreement shall be permitted. In the event the Contractor wishes to modify the terms of this Agreement, a request for such modification shall be submitted in writing to the University’s Chief Financial Officer or his or her designee. Any modification to this Agreement shall be set forth in a written contract amendment thereto, signed by the Contractor, the University, and approved by the State of Connecticut Attorney General’s Office.
- 3.3 Taxes:
- 3.3.1 The State of Connecticut and its agencies are exempt from payment of all federal tax and Connecticut state and local taxes on most of its purchases except Connecticut excise taxes as described below.
- 3.3.2 The State of Connecticut, including all of its agencies, is required to pay the Connecticut excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The State of Connecticut may be subject to other state's taxes on its purchases in that state depending on the laws of that state.
- 3.4 Construction and Effect: A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation.

- 3.5 Applicable Law: This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.
- 3.6 Contract Assignment: No right or duty, in whole or in part, of the Contractor under this contract may be assigned or delegated without the prior written consent of the University, except that the Contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of the Contractor.
- 3.7 Claims Against the State: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (CGS) (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 3.8 Nondiscrimination: (a) For purposes of this Section, the following terms are defined as follows:
- 1) "Commission" means the Commission on Human Rights and Opportunities;
 - 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - 6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - 7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
 - 10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding

enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:
- (a) 3.9 Executive Orders: All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning

violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

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

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

3.12 **Notice:** Contractor shall deliver to University promptly after receipt by Contractor (i) all notices received by Contractor from any governmental authority with respect to the Facilities, and (ii) all summonses, subpoenas, and other like legal documents, including any notices, letters, or other written communications which set out or claim an actual or alleged potential liability of University or Contractor. Contractor shall also notify University immediately upon receiving or acquiring actual knowledge of (i) any damage to the Facilities or any portion thereof, (ii) any actual or alleged personal injury or property damage claimed by any person (including an employee of Contractor or of any Subcontractor) on or with respect to or in connection with the Facilities or any Dining Services provided by Contractor hereunder, or (iii) any scheduled or unscheduled inspection of the Facilities by representatives of any federal, state, or local governmental agency, and any communications (whether verbal or in writing) from any federal, state, or local governmental agency following or in connection with an inspection of the Facilities.

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

To University: Southern Connecticut State University
Attention: *Dr. Tracy Tyree, Vice President for Student & University Affairs*
501 Crescent Street
New Haven, CT 06515

To Contractor: _____

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

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

3.14 **Whistleblowing:** This Agreement is subject to the provisions of section 4-61dd of the CGS. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or

the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement.

Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3.15 Campaign Contribution restrictions:

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the

federal income tax of such individual.

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

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

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

3.16 Summary of State Ethics Laws: Pursuant to the requirements of section 1-101qq of the CGS, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the CGS is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

3.17 Disclosure of Records: This Contract may be subject to the provisions of section 1-218 of the CGS. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1 206 of the CGS.

3.18 Confidential Information:

- (a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.
- (b) For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

3.19 Family Educational Rights and Privacy Act (FERPA) and Gramm-Leach-Bliley Act (GLBA):

Information and relevant data that the Contractor may gather during the performance of this Agreement may include personal information that is protected under the provisions of the federal Family Educational Rights and Privacy Act (FERPA), and the federal Gramm-Leach-Bliley Act (GLBA) (15 U.S.C § 6801, et seq., or section 4-190 through 4-197 of the C.G.S). The Contractor must take sufficient steps to safeguard the information and data from unauthorized disclosure. These safeguards must be in place from the time the data is gathered until the completion of the contract and any retention period and destruction of the relevant data or information.

3.20 Payment Card Industry Data Security Standard: The Contractor agrees to at all times be in compliance with the current PCI DSS (Payment Card Industry Data Security Standard). Contractor should be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor it operates as part of its service. Similarly, Contractor should be prepared to demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).

3.21 Representations and Warranties of Contractor: Contractor makes the following representations, warranties, and covenants to University, all of which shall survive the execution, delivery, performance, expiration, or termination of this Contract:

- (a) Contractor is duly organized, is validly existing, and in good standing under the laws of the state of its formation or incorporation, and has complied with all applicable laws in order to conduct business in the State of Connecticut;
- (b) Contractor has full power, right, and authority to enter into this Contract and to perform each and all of its duties and obligations hereunder, and this Contract does not contravene any provision of law, indenture or agreement binding on Contractor. The execution, delivery, and performance of this Contract have been duly authorized by all necessary action on the part of Contractor; and

Contractor is 'fully qualified and licensed,' to the extent required by Legal Requirements, to perform all the obligations and duties assumed by Contractor hereunder, and Contractor agrees to comply with all such Legal Requirements now or hereafter in effect. Contractor has sufficient staff and other resources to carry out Contractor's duties hereunder in a prompt, efficient, diligent, and professional manner. Contractor shall perform its duties and services hereunder in a professional manner in accordance with industry standards and in compliance with Legal Requirements.

3.22 Relationship between University and Contractor: This Contract shall not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between University and Contractor, or as giving Contractor any type of property interest in the Facilities or

in any other portion of the Campus.

- 3.23 Amendments: This Contract may be amended only by written agreement of the parties, executed by the parties' authorized representatives and in compliance with all other regulations and requirements of law.
- 3.24 Severability: If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

4.0 SPECIAL TERMS AND CONDITIONS

- 4.1 Performance Bond: The Contractor is required to furnish a performance bond in the amount of \$2,000,000 made payable to Southern Connecticut State University. Such bond must be furnished upon execution of this Contract by the Contractor. The bond must have as surety thereto such surety company or companies authorized to do business in Connecticut as are listed in the most recent Department of the Treasury circular #570. The performance bond shall be in effect for the entire contract period. The performance bond shall provide that in the event of non-renewal, the University's Purchasing Office and the Contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract.
- 4.2 Contract Cancellation:
- 4.2.1 Contract termination for cause:
- The University may terminate this Contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the Contract.
- 4.2.1.1 The Contractor shall have ten (10) calendar days to reply to the Notice to Cure and indicate why the Contract should not be terminated and recommend remedies to be taken.
- 4.2.1.2 If the Contractor and the University reach an agreed upon solution, Contractor shall then have thirty (30) calendar days after such remedy is reached to cure the noncompliance cited in the Notice to Cure.
- 4.2.1.3 If a mutually agreed upon solution cannot be reached within ten (10) calendar days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the Contract..
- 4.2.1.4 If the mutually agreed upon solution is not implemented within thirty (30) calendar days from the date of remedy, the University reserves the right to terminate the Contract. Or if the noncompliance recurs the university reserves the right to terminate the Contract without providing a Notice to Cure.
- 4.2.2 Contract termination for convenience:
- 4.2.2.1 Termination by the University: Subject to the sections intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the University without cause or penalty at any time upon sixty (60) days written notice, sent to the Contractor by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the University, by providing the Contractor at least sixty (60) calendar day's written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the

Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

4.2.2.2 Termination by the Contractor: Subject to those sections intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the Contractor without cause or penalty at any time, upon one hundred twenty (120) days written notice, sent to the University by registered or certified mail. This Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the Contractor, by providing the University at least one hundred twenty (120) calendar day's written notice of such intention. If the Contractor elects to terminate this Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the University by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

4.3 Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence ("Force Majeure"). Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, war, embargo, pandemics, epidemics, public health events of international concern ("PHEIC"), supply chain delays from countries or regions effected by PHEIC, governmental actions or orders (e.g., quarantine restrictions, travel restrictions, limitations on public gatherings, etc.), strikes, boycott, lockout, accident, explosion, riot, insurrection, terrorist act, Act of God, acts of governmental authority, or unusually severe weather.

In the case of a Force Majeure event, either party may provide written notice to delay performance under this Section for thirty (30) days. At its option, upon written notice, CSCU may terminate any Services that are delayed more than thirty (30) days by a Force Majeure event. In such a situation, CSCU shall be reimbursed for any Services paid for but not performed within fourteen (14) days of such good-faith termination notice.

4.4 Indemnification and Insurance:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts of the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this

Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to CSCU prior to the effective date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to CSCU. Contractor shall provide an annual electronic update of the three (3) documents to CSCU on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

- (e) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

4.5 Insurance: The Contractor shall obtain and maintain the following insurance at its own expense without exception during the entire term of this Contract:

Commercial General Liability with limits of liability no less than:

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

Liquor Liability (if applicable)

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

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

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

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

Worker's Compensation Statutory Benefits

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

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

The schedule of underlying insurance on this policy shall list both the commercial general liability and the automobile liability policy.

Comprehensive Crime Insurance covering dishonest acts of the Contractor and all of its employees with a limit of not less than \$250,000. 1) The Contractor insurer(s) shall agree to waive all rights of subrogation against Connecticut State University. 2) Insurance shall be placed with Insurers licensed to do business in Connecticut and having an A.M. Best company rating of no less than A.

4.5.1 Additional Insured Provision: The Contractor shall add Southern Connecticut State University, State of Connecticut, Board of Regents and their officers; agents and employees shall be named as additional Insured under the Commercial General Liability, Liquor Liability, Automobile and Umbrella Liability policies for purposes of this contract.

4.5.2 Remodeling or Renovation: The above insurance is also required to be in effect during the course of any remodeling, renovation or construction done by or at the direction of the Contractor.

4.5.3 The Contractor shall provide the University a Certificate of Insurance with the required

kinds of insurance and minimum liabilities specified herein issued by an insurance company licensed to do business in the State of Connecticut and signed by an authorized agent thereof.

4.5.4 The policies shall contain a covenant by the company issuing the insurance that the policies shall not be canceled by the issuing company unless a thirty (30) day written notice of cancellation is sent to the University's Chief Financial Officer by registered mail.

4.5.5 In the event the Contractor shall fail to maintain and keep in force the required insurance, the University shall have the right to terminate this Agreement forthwith and without notice to the Contractor.

4.5.6 At all times the Contractor will carry insurance for the benefit and protection of the University, said Board of Regents, and the State for occurrences during the contract period, whether caused by or contributed to by the Board of Regents of the Connecticut State University, Southern Connecticut State University, or their officers, agents or employees.

4.6 It is specifically understood and agreed that additional types of food service that are not herein covered may be added to this contract by the University without voiding in any manner the existing provisions of this Agreement. The Contractor, with such additional consideration as is necessary to make it legally enforceable, shall furnish the University such additional service(s), and this Agreement shall be amended to include such additional service(s) and the financial terms for such additional services.

4.7 The terms and obligations of this contract shall be applicable to food services operated by the Contractor in various and separate locations of the University including those locations leased by the University to tenants in which the specified service shall be required, if applicable. Lessors of space to the University may reserve the right to determine the extent that the specified service shall be provided under this contract on their premises.

4.8 The Contractor shall be responsible for obtaining all required permits, licenses, fees, and bonding to comply with pertinent Board of Regents resolutions and policies, University regulations, and municipal, state and federal laws and regulations, and shall assume liability for all applicable taxes including, but not restricted to, sales taxes, and property taxes on Contractor-owned property.

4.9 The Contractor shall furnish, at no additional expense, all commodities, and supplies. The contractor shall provide all management and labor necessary for the efficient, sanitary and economically sound operation of the specified services included in this contract and in any subsequent extensions thereof and amendments thereto.

4.10 The University shall permit the Contractor to use such spaces as are necessary to carry out the terms of this contract. Modifications of space designated for use by the Contractor shall be subject to mutual agreement of the University and the Contractor. The University shall provide, at the University's expense, heat, air conditioning, sewer, electricity, natural gas, and cold and hot water and the maintenance of those energy services. The Contractor agrees to exercise care to keep use of these energy services to a minimum, to comply with established energy conservation practices, regulations and policies of the University, and to endeavor to conserve the use of energies.

4.11 Inspections The University, or its appointees, shall have the right to inspect all food service areas, dining facilities, storage and auxiliary service rooms, and to monitor the use, safety, sanitation and maintenance of said premises, all of which shall be maintained at a level satisfactory to the University. The University may conduct unannounced inspections of Dining Services being provided by Contractor under this Contract and related Facilities, which inspections may include, but not be necessarily limited to, a review of :

- Sanitation practices and conditions
- Life safety conditions
- Food menus, quality, presentation, and merchandising
- Service quality, attentiveness, and courteousness toward customers
- Staff appearance (uniforms, grooming, and compliance with standards)

University will notify Operator in writing, within seven (7) Business Days after completion of such an inspection, of any conditions needing correction or improvement. Operator shall take prompt action to comply with any such notice.

The University shall have the right to establish, from time to time, reasonable regulations with regard to such matters, and Contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all areas of the campus utilized by the Contractor at any and all times.

4.12 Liability for Non-Contractor Approved Vendors The University understands that the Contractor has entered into agreements with many vendors and suppliers of products which (i) gives the Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products purchased by the Contractor for or on behalf of the University. The Contractor may, however, elect to purchase products from Non-Contractor approved Contractors. These are contractors that the Contractor would not normally do business with and many times they are used to purchase specialty items or meals. In such instances, for the mutual protection of the University and the Contractor, the Contractor will require each such vendor to obtain from a reputable insurance company acceptable to the University and the Contractor liability insurance (including products liability coverage) and contractual liability insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) for each occurrence naming the University and the Contractor as additional insured's and which insurance shall not exclude the negligence of the University or the Contractor.

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

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

4.14 Large State Contract Representation for Contractor:

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency; That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and That the Contractor is submitting bids or proposals without fraud

or collusion with any person.

4.15 Large State Contract Representation for Official or Employee of the CSCU: Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

4.16 Consulting Agreements Representation: Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor makes the representations set forth in Exhibit A., Consulting Agreements Representation.

4.17 Large State Contract Representation for Contractor: Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency; That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and That the Contractor is submitting bids or proposals without fraud or collusion with any person.

5.0 FOOD SERVICE OPERATIONS

Contractor shall be responsible for the management, maintenance (except as expressly otherwise provided herein), and operation of the Facilities and the provision of Dining Services on SCSU's campus. Contractor shall manage and maintain the Facilities in a safe and sanitary condition, and shall diligently perform the duties set forth in this Contract so as to provide a first-class food and beverage service as is customary for institutions of a size, nature, and reputation comparable to SCSU. Contractor shall provide or cause to be provided all services reasonably necessary and appropriate for the proper management, maintenance, operation, use, or occupancy of the Facilities and the provision of Dining Services, including the services described in this section.

Note: The Contractor shall be expected to provide food service to all food service venues as required in RFP 22-SCSU-05 and as proposed in the awarded Contractor's response to the same. Specifications for each food service venue shall be finalized based on the awarded Contractor's proposal.

5.1 Menus Contractor shall, on a regular basis and as otherwise directed by University, update, modify, and refresh food and beverage menus used at the Facilities, as well as catering menus. Menus shall be innovative, imaginative, and creative, in keeping with the overall objectives for Campus food and beverage services at SCSU. Contractor shall offer healthful, nutritious, and high quality foods in all its foodservice operations on Campus. All menu selections and pricing shall be subject to University's prior written approval.

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

5.2.1. University advisory groups shall conduct food preference surveys at least once during each semester, assist in and act as liaisons to the Contractor to communicate customer reaction to the meals and service provided pursuant to this Agreement.

5.2.2. The Contractor's off-campus supervisor (i.e. district, regional supervisor) shall attend student committee and /or food service administration staff meetings as requested by the University.

5.2.3. The Contractor shall meet with the students and student groups, at least once per semester; actively solicit student, staff, and faculty opinions about food service; conduct informal discussions with students, staff, and faculty as they eat in the dining areas; observe reactions and listen to comments about the food, menu, and environment as customers pass through the service areas; and provide and install suggestion boxes and forms as determined by the University and post and respond to all reasonable suggestions. Copies of the suggestions and the Contractor's responses shall be provided to the University for approval prior to posting.

5.2.4. The University has historically had a monthly meeting for which the Contractor along with representatives from the University's Fiscal Division, Facilities and Student Affairs participate. The purpose of these discussions are to discuss short and long term issues, ideas or other programmatic matters.

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

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

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

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

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

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

- (iii) Providing special holiday meals for example, turkey dinner on Thanksgiving); and
- (iv) Periodically decorating the dining and/or serving areas to complement special holidays or campus events.

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

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

The Contractor shall:

5.4.1 Provide maximum satisfaction to the University's customers through quality performance, efficient and effective operations, wholesome and palatable food and sound food service programs;

5.4.2 Develop and maintain superior management to fulfill the obligations of this Contract and to provide an excellent food service operation at the University; and

5.4.3 Perform, plan, execute, and review the University food program so as to provide quality meals.

5.4.4 Operate the Branded Concepts at the University's Premises under the conditions set forth below.

'Branded Concepts' are defined as food and beverage systems operated by the Contractor through national and regional third party license agreements or franchise agreements or through the Contractor's own in-house trademarked brands. The Contractor shall disclose any relationships with brands, and any changes to the brands, shall require prior approval of the University.

5.4.5 Accrue each year funds toward an Improvement Fund according to details in section 9.1 to develop new and renovate existing campus dining locations on a schedule to be mutually agreed by the University and Contractor.

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

5.5.1. All foods will be garnished when practical;

5.5.2. Serving lines will be well stocked throughout the entire service. The last student served will be offered the same range of choices as the first, including requests for seconds;

5.5.3 Servery areas will be adequately decorated at all times with seasonal displays of flowers or food related items;

5.5.4. All hot food shall reach the students and guests hot and all cold foods shall reach students and guests cold;

5.5.5. All regular and student staff shall be instructed by Contractor's management personnel regarding proper: preparation methods and timing; pan types and sizes; service methods; dress (uniform); personal habits; and cleaning procedures;

5.5.6. Top quality ingredients will be utilized throughout the Contractor's operation;

5.5.7. All food service units are serving food of the same quality and quantity, as per the menu, in all units;

5.5.8. Its employees shall be polite and shall be diplomatic in enforcing the Contractor's and the University's regulations;

5.5.9. Housekeeping and sanitation programs shall meet or exceed industry standards as well as comply with state, local and federal requirements of cleanliness;

5.5.10. All of its employees will be instructed in and practice proper personal hygiene; and

5.5.11. All of its employees will be instructed in the prevention of spreading communicable diseases. This instruction shall include, without limitation, information on AIDS and Hepatitis B.

5.6 Product Appearance and Packaging:

5.6.1 Any food appearing discolored, misshapen or not in a proper state of freshness shall not be served by the Contractor. The following general food service industry guideline shall be employed: "If you are not willing to purchase a product yourself it should not be displayed for customer purchase."

5.6.2 The Contractor may utilize appropriate packaging for foods as needed. The Contractor shall take appropriate care to provide packaging that is both attractive, functional and sustainable. See Section 8.11 Sustainability.

5.6.3 The Contractor shall be required to maintain display and serving areas in a clean, orderly and attractive condition at all times. Specifically, the quality and appearance of food shall be observed by the Contractor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the high traffic period. The Contractor shall promptly remove any spillage or soil spots from the counter, steam table pans and general serving areas. The Contractor shall replenish or regroup salads and other pre-dished items frequently to prevent a sparse or disheveled counter appearance. Excessive pre-dishing shall be avoided. Partially used, broken or spilled items shall be removed from the area promptly. Food serving areas shall be well stocked throughout the posted serving hours. Products shall not run out prior to the closing time for a serving area except under extenuating circumstances.

5.6.4 Service problems shall be anticipated and resolved by the Contractor immediately, if possible. The Contractor's management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Examples of problems to be addressed by the Contractor include, but are not limited to: (i) excessive customer waiting time; (ii) bottlenecks or inefficiency causing gaps in the flow of service; (iii) delays in production; (iv) offering of products that are difficult to serve; (v) running out of items such as beverages and condiments; and (vi) shortages of items such as plates, napkins and silverware in the servery.

5.6.5 The Contractor shall submit to the University's Vice President for Student Affairs or designee at the start of the contract period, annually, on the 1st thereafter, a plan outlining procedures to be utilized in the event of unpredictable circumstances, e.g., breakdown of equipment, fire, snowstorms, power failure, food supplier delivery interruption, and staffing problems due to union activity or illness.

5.6.6 The Contractor shall notify the University's Vice President for Student Affairs or designee in writing of any anticipated labor, employee or supplier problem, or any circumstance that could adversely affect the food service operation within 48 hours. Services shall be provided continuously during any labor

disturbance or strike.

5.6.7 The Contractor shall take all reasonable measures to establish and consistently maintain a high level of service for the food service operations. The University shall not be satisfied with food service that has periodic or even occasional "bad days." It is the responsibility of the Contractor to ensure, through proper staffing, training and management that any slippage in service standards does not occur.

5.6.8 Recipes and production directions shall be in writing and followed precisely by the Contractor to provide consistency of taste and quality in the products served. Production methods, including, but not limited to, grilling, french frying and steam cooking, shall be continuous throughout each meal period, with large quantities of items prepared as close as possible to the time when they will be served, while still maintaining quality, to avoid customers having to wait for the product. Care shall be taken by the Contractor to avoid over and under-cooking to maintain an appetizing appearance, good flavor, taste, and texture of all prepared products.

5.6.9 Upon approval of the University designee, recognized University organizations shall be permitted to sell food and beverages on campus in connection with authorized University events including, but not limited to, athletic events, bake sales, prepackaged candy, and fundraisers.

5.6.10 When appropriate, the University shall advise the Contractor of campus functions that may require additional food service to maximize service and revenue potential, including, but not limited to, athletic tournaments, large conferences and department-sponsored activities.

5.7 Beverage Service and Sales:

5.7.1 For all alcoholic beverage services and sales requested by the University, the Contractor shall act as the permittee. Licenses, insurance, and beverage tax stamps to sell alcoholic beverages, to the extent that any or all are required, shall be provided by and held in the name of the Contractor. The Contractor shall provide verification of the Contractor's required licenses and beverage tax stamps.

5.7.2 Arrangements for service, beverage mix, brand preferences, prices and portions shall be made by mutual written agreement of the Contractor and the University and in accordance with the University's alcohol policy.

5.7.3 The purchase of and payment for all alcoholic beverages required for service is the responsibility of the Contractor. Receiving, storage, inventory control, security issues, and determining inventory levels and reorder quantities shall be the sole responsibility of the Contractor.

5.7.4 The University shall be responsible for billing individuals or organizations using the "EMS" or any University required replacement system for any beverage service provided and the Contractor shall be responsible for all collection of receipts. State and federal regulations prohibit the payment of an individual's or department's expenses for alcoholic beverage service from state or federal funds. Accordingly, billing to state and federal agencies shall not include alcoholic beverage service.

5.7.5 It shall be the responsibility of the University to designate those meeting rooms on the campus that have appropriate and adequate facilities for the service of alcoholic beverages. The University shall also designate the groups that may be served such beverages.

5.7.6 It shall be the responsibility of the Contractor to make proper identification of persons eligible to purchase or consume alcoholic beverages, including proof of age. The right to refuse service to any individual is reserved to the Contractor and the University, subject to state and University regulations.

5.7.7 The Contractor shall use the beverage provider that the University has an exclusive pouring rights contract with. The Contractor shall be responsible for the expense, all beverage products and machines and equipment.

5.7.8 Purchases from Local and/or Minority Vendors: The Contractor shall, whenever possible, and where the resulting costs do not significantly jeopardize food service costs, meal plan costs or retail dining prices, purchase State of Connecticut products and products from local vendors, certified minority vendors, and sheltered workshops, and shall honor the University's wishes regarding brand preferences. The Contractor shall make a good faith effort to utilize small business and minority business enterprises and employers of the handicapped registered with various agencies of the State of Connecticut. The Contractor shall regularly report to the University all purchases of services or commodities from certified minority business used in the performance of this Agreement. This report shall be submitted to the University's Purchasing Services Department by the Contractor on a mutually agreed-upon schedule.

5.8 University's One-card Program University's students and employees currently have the option of establishing a pre-paid account under the "Hoot Loot" program, which account is then debited as the customer purchases food and beverages at campus foodservice outlets and at selected off-campus businesses (in addition to purchases of non-food and beverage products and services on campus). This program is subject to modification or cessation at any time by University. For purposes of administration of this Contract, Operator shall record the full amount of the purchase price of all food and beverages sold at any of the Facilities to purchasers using their "Hoot Loot" accounts and such amount, excluding applicable sales taxes, shall be included in Gross Receipts as of the date of such sale.

6.0 PERSONNEL

6.1 The Contractor shall maintain on duty at the University an adequate staff of employees for efficient food service operations. The Contractor shall staff the resident dining center (Connecticut Hall), all retail dining units and catering services with professionally trained management and supervisory personnel. This staff shall share among them an appropriate amount of food service and production experience. Contractor's management personnel shall be present during all meal periods, including special dinners and catering events.

6.2 Contractor shall:

6.2.1 Recruit, train, supervise, and direct the staff required to perform its obligations under this Contract in a timely and efficient manner. In identifying and placing staff for employment at the Facilities, University encourages Operator to offer continued employment on Campus to non-management and non-supervisory foodservice staff employed on Campus prior to the Commencement Date of this Contract. Operator shall use due care and diligence in selecting, hiring, supervising, and discharging its employees, and in selecting, engaging, and terminating Subcontractors, and in supervising their work hereunder. Operator shall at all times have on-site sufficient staff to provide Dining Services of the quality required hereunder;

6.2.2 Ensure that all of its employees, whether full-time, part-time, or contract, and all employees of all Subcontractors engaged in the performance of Operator's obligations hereunder, are citizens of the United States or legal immigrants possessing proper work permits or other documentation authorizing employment of a non-United States citizen to work in the United States, and provide copies of documentation of same to University upon request. All employees shall be able to understand, speak, and read English as is necessary to perform their jobs. Operator shall maintain all employment records required by Legal Requirements;

6.2.3 Submit to University a list of all persons proposed to be employed initially in key management or supervisory positions in connection with this Contract, all of which persons shall be subject to University's prior written approval. Operator shall not thereafter assign a person to a key management or supervisory position associated with this Contract without University's prior written approval. University's approval under this subparagraph shall not be unreasonably withheld,

delayed or conditioned. For purposes of this subparagraph, "key management or supervisory positions" are the Director or General Manager, Retail Operations Manager, Executive Chef, and Catering Director. Key management and supervisory personnel assigned by Operator to this Contract shall devote full time to the performance of services hereunder;

- 6.2.4 Implement and maintain in operation a drug abuse, criminal background, and disease check policy to the extent permissible under applicable Legal Requirements and in accordance with that set forth in Operator's written pre-employment procedures and in any applicable collective bargaining agreement;
 - 6.2.5 Require all of its employees to comply with all instructions, regulations, and codes of conduct as specified by University;
 - 6.2.6 Be responsible for training personnel in all matters required by applicable Legal Requirements (including OSHA matters) or by the best practices in the institutional food and beverage service industry. As a supplement to, but not in substitution for, Operator's training programs required hereunder, Operator shall require its employees working at the Campus to attend (on a non-credit basis and for informational purposes only) scheduled training offered to University's employees by University's Facilities Department safety officer on matters such as emergency readiness, blood-borne pathogens, violence in the workplace, and such others as Operator deems appropriate;
 - 6.2.7 Monitor and manage the performance of all employees. When sub-standard performance of an employee is detected by Operator or is reported to Operator by University, Operator shall take prompt, timely action to improve the performance of that employee to the expected level through the application of performance management practices. If the employee fails to demonstrate the necessary improvement in performance, Operator shall initiate disciplinary actions up to and including termination of employment, in accordance with all applicable Legal Requirements and any applicable collective bargaining agreements. The foregoing shall not be construed to limit Operator's rights to immediately terminate any employee for proper cause, as further defined by any collective bargaining agreements and Operator's policies and practices.
 - 6.2.8 Undertake at its own expense a nationwide LEVEL III background check of all of their employee(s) who will be working pursuant to this Contract with SCSU. Such background checks shall be conducted prior to the effective date of this contract and for any new hires after the effective date. The Contractor is responsible to report to the University any findings that constitutes any felony conviction, child abuse registry or sex abuse registry incidents involving a Contractor employee(s). The University reserves the right to not allow any Contractor employee(s) who falls into any of the above mentioned categories to work on its premises under this contract. Additionally, the Contractor is to require all its employee(s) who work on the SCSU account or premises to report any felony convictions or child abuse or sex registry requirements that are placed on said employee(s) within forty-eight (48) hours of knowledge of the event.
 - 6.2.9 Be responsible for its own labor relations with any trade or union represented among its employees, and shall negotiate and be responsible for settling all disputes between itself and its employees or any union representing such employees. This obligation shall apply equally to all Subcontractors.
 - 6.2.10 Be responsible for ensuring that Operator's non-union personnel, and employees of non-union Subcontractors, work in harmony with all union personnel and union Subcontractors present on Campus or at any other facility owned or operated by University so as not to delay or disrupt the normal operations of the Campus or any other facility owned or operated by University.
- 6.3 University reserves the right to require that any employee of Contractor or of any Subcontractor be removed from Campus at any time during the term of this Contract for any reason (not to be exercised in an arbitrary or capricious manner). University shall conform to prevailing law and applicable collective bargaining agreements in the exercise of such rights, and University shall confirm any such instruction in writing to Contractor.
- 6.4 All matters pertaining to the employment, supervision, compensation, promotion, and discharge of Contractor's employees are the responsibility of Contractor, who is, in all respects, the employer of such

employees. To the extent that Contractor negotiates with any union lawfully entitled to represent any such employees, it shall do so in its own name and shall execute all collective bargaining agreements and labor contracts resulting therefrom in its own name and not as an agent of University, and no such agreement or contract shall be binding upon University without University's express written consent. Contractor shall fully comply with all Legal Requirements related to immigration, workers' compensation, social security, ERISA, and other applicable pension matters, unemployment insurance, hours of labor, wages, working conditions, workplace safety and health, and other employer-employee related subjects, including, but not limited to, collection from its employees and payment of unemployment, social security, and other payroll taxes. Contractor represents that it is and will continue to be an equal opportunity employer. This Contract is not one of agency, but one with Contractor independently engaged in the business of providing certain food and beverage services to University as an independent contractor. All employment arrangements are therefore solely its concern, and University shall have no liability with respect thereto, including any unpaid, unfunded, or accrued liabilities under any pension, profit sharing, or other plan covering the employees of Contractor. Contractor hereby indemnifies and holds University harmless from any claims, expenses, or other losses (including reasonable attorneys' fees and expenses) asserted against or incurred by University and arising out of any suit, order, or other claim asserted or commenced by any employee of Contractor based upon any act, omission, or set of circumstances which constitutes a breach by Contractor of its obligations under this Contract, which indemnification shall survive the expiration or termination of this Contract.

- 6.5 Health Standards: Contractor shall require all employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations. The Contractor represents that all services provided hereunder shall comply with the Occupational Safety and Health Act, as may be amended and including all regulations adopted pursuant thereto and in effect at the time of performance of services.

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

1. Appropriately uniformed with hats, hairnets, and other appropriate items; clean and neat-appearing, with proper footwear as stipulated in the Contractor's handbook and as approved by the University. The Contractor's handbook shall comply with University standards;
2. Advised by management on reporting illness; and
3. In compliance with all applicable health regulations.
 - a. The Contractor shall require all its non-student regular employees (full and part-time) assigned at the University to submit to physical examinations before being hired and annually thereafter. The Contractor shall ensure that its employees meet and follow required health standards and practices for the provision of food service.
 - b. To the extent permitted by law, when informed that an employee of the Contractor has a condition which reveals the existence of an illness or communicable disease that may affect the health and well-being of the campus community or other condition which may affect the safe, sanitary, or healthful operation of food services, the Contractor shall notify the University and shall ensure that the said employee undergoes an examination which would either verify or contradict the existence of the condition. To the extent permitted by law, if such condition is verified, the Contractor shall not utilize the services of said employee for direct food service operations until the condition of that employee returns to a healthful status as indicated in writing and signed by a physician.

- 6.6 Contractor's management and non-student supervisory personnel shall be trained in the fundamentals of nutrition to a degree which enables them to convey this knowledge to those being served, so that they may have a better fund of knowledge upon which to base their dining choices.

- 6.7 The Contractor agrees to abide by Section 31-57f of the CGS regarding standard wage rates for certain

service workers, including meeting or exceeding current hourly rates for covered hourly employees and filing with University personnel weekly payroll certification forms.

7.0 FURNITURE, FIXTURES AND EQUIPMENT

- 7.1 Prior to the Contract Commencement Date, University shall prepare, and University and Contractor shall acknowledge and initial, an inventory of all furniture, fixtures, and foodservice equipment provided by University to Contractor as of the Commencement Date. Thereafter Contractor shall update such inventory and submit the same to University for approval and for initialing by both parties at such time or times during the term of this Contract that furniture, fixtures, or equipment are added to or removed from service hereunder by either party.
- 7.2 Contractor and University may jointly determine, at commencement of the contract or any time during the contract term, that fixtures, small wares and equipment in addition to those in place at the Facilities at the time (or in replacement thereof), and improvements to the configuration or decoration of the Facilities, are required for the successful and effective provision of Dining Services. Contractor agrees to provide funds for the purchase of equipment and fixtures, and for facility improvements, as detailed in the Pre-Opening and Transition Budget. Contractor shall not purchase any fixtures, small wares, or equipment, or arrange for the making of any Facilities improvements, as shown in the Pre-Opening and Transition Budget, without the prior written approval of University. The parties may increase the total amount of the Pre-Opening and Transition Budget by mutual written agreement.
- 7.3 Contractor shall, from time to time, notify University if Contractor believes that additional or replacement furniture, fixtures, small wares, and equipment, or additional improvements to the configuration of the Facilities, are required in order to enable the Contractor to continue to provide Dining Services at the level required hereunder, which notice shall include Contractor's good faith estimate of the cost thereof. Each such expenditure shall be subject to prior written approval by University and agreement by University and Contractor as to which party shall provide the funds for such purchase or additional improvement. If University gives such prior written approval with respect to a specific expenditure and elects to provide the funds for the same, Contractor shall make such purchase on behalf of University or cause such improvement to the Facilities to be made, at a cost not to exceed the amount previously authorized by University. If University gives such prior written approval with respect to a specific expenditure and Contractor agrees to provide the funds for the same, Contractor shall make such purchase on behalf of University or cause such improvement to the Facilities to be made, at a cost not to exceed the amount previously authorized by University, using Contractor's funds, and University shall reimburse Contractor thereafter (without markup) within thirty (30) days of receipt of Contractor's invoice therefor, or as agreed by both parties.
- 7.4 All furniture, fixtures, small wares and equipment listed on the inventory initially approved by the parties shall be at all times the sole property of University (as shall all furniture, fixtures, small wares and equipment purchased by Contractor during the term of this Contract pursuant to subsections 7.2 or 7.3, above), but University shall permit Contractor to use the same in the performance of its duties under this Contract. Promptly after any such purchase by Contractor, Contractor shall update the inventory prepared pursuant to subsection 7.1 above and deliver a copy thereof to University.

8.0 EQUIPMENT MAINTENANCE AND REPAIRS

- 8.1 Scope of Responsibility Contractor is responsible for arranging for the maintenance and repair of all food service equipment located in the Facilities or otherwise used in the provision of Dining Services, regardless of whether such equipment is or was provided by University or purchased by Contractor, including the replacement of all parts or components thereof. Contractor shall cause to be performed by a third party service provider, all preventive maintenance on such equipment, including such as is required or recommended by the manufacturers thereof or as may otherwise be the prevailing practice in the industry for facilities comparable to the Facilities, concerning proper maintenance and repair practices for such equipment.

Contractor shall also cause to be performed by a third party service provider, all corrective maintenance on, and make all repairs and replacements to, such food service equipment regardless of the cause for such maintenance, repairs, or replacements. Contractor shall comply with the terms of manufacturers' warranties (if any) relating to the equipment so as not to void the manufacturers' warranty. Contractor shall not be required to perform maintenance or repairs on furniture except such as may be required due to the act or omission of Contractor, any of its Subcontractors, or any employees or agents of either. University shall be responsible for payment of all invoices for such maintenance or repairs referred to in this Section.

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

The Contractor shall provide the University with a copy of any equipment inspection report received by the Contractor within forty-eight (48) hours of its receipt. The Contractor shall develop a corrective action plan and undertake any corrective action mandated as the result of such inspection within ten (10) days of its receipt of the inspection report, with the prior approval of the University. The University shall be responsible for facilities and capital equipment repair or replacement as set forth in this contract.

- 8.3 Informing University Contractor shall promptly report to University in writing any malfunction in any building system serving any of the Facilities, or any need for repairs or adjustment to any building system servicing any of the Facilities.
- 8.4 Operating and Maintenance Manuals Contractor shall maintain originals of (i) all operating and maintenance manuals relating to University's existing equipment as well as all equipment purchased by University or Contractor pursuant to this Contract, and (ii) all Permits and related inspection reports.

9.0 SECURITY AND LIFE SAFETY

The Contractor shall provide maximum dining and service area security against unauthorized diners in such a manner as not to delay service or inconvenience authorized persons being served. The Contractor shall take all reasonable measures to prevent food from being taken out of the dining areas except as allowed by policies mutually determined by Contractor and the University. The University shall be responsible for the removal and/or discipline of unauthorized persons, as the University, in its sole discretion, deems appropriate.

- 9.1 **Compliance with University Rules:** The Contractor and employees of the Contractor shall comply with all University rules governing access to and conduct on the University's property.
- 9.2 **Identification Cards:** The University shall furnish the Contractor's personnel with identification cards. The Contractor shall return to the University within one (1) day of departure the identification card(s) of those individuals who are no longer employed by the Contractor.
- 9.3 **First Aid Equipment:** The Contractor shall be responsible for obtaining and maintaining first aid equipment and supplies in all food production and service areas.
- 9.4 **Premises Security:** The Contractor shall make every effort to identify unauthorized diners in such a manner as not to delay service or inconvenience authorized persons from being served. The University shall be responsible for the removal and/or discipline of unauthorized persons, as the University, in its sole discretion, deems appropriate. The Contractor shall also have the responsibility for determining that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operation within the food service venues. The areas under the Contractor's jurisdiction shall be the Contractor's responsibility relative to security during the scheduled hours of operation. The University shall not be responsible in any manner for the loss or damage to the Contractor's stored supplies, materials, or equipment, or for any of the Contractor's employees' personal belongings brought onto the premises.

- 9.5 Fire Safety and Compliance: The Contractor shall be responsible for compliance with all National Fire Protection Association (“NFPA”) fire codes and prevention guidelines. Maintenance of the fire suppression, extinguisher and related systems will be the responsibility of SCSU. The Contractor must work with scheduling these services for testing with the Agency Representative.
- 9.6 The University shall furnish and maintain fire extinguisher equipment and supplies, and the Contractor shall notify the University immediately of extinguisher use.
- 9.7 All equipment and supplies provided by the University and by the Contractor shall comply fully with all safety requirements mandated by Connecticut law, rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 9.8 In performing its duties pursuant to this Agreement, the Contractor shall post appropriate signs or utilize appropriate devices to warn of the existence of any potentially hazardous condition(s). Warning devices or signs shall be posted in a prominent location and in a conspicuous manner and the use or display of any such device or sign shall comport with the safety standards and requirements discussed in this Section 8.8.
- 9.9 With the full cooperation of the University, the Contractor shall institute an aggressive program of accident prevention and safety education. Instructions and training shall be provided on the proper use of equipment and techniques of handling food. First aid supplies and fire extinguishers and fire alarms will be provided by the University and available for use as needed. The Contractor shall train its employees in the location and use, as applicable, of fire alarms and extinguishers, and the use of first aid supplies. All injuries and accidents shall be reported by the Contractor to the University on the day on which they occur.
- 9.10 Information Technology Security: The University acknowledges that, in connection with the services being provided hereunder, the Contractor may need to operate certain information technology systems, including, but not limited to, point-of-sale devices, e-commerce solutions, and computer hardware and software services and applications (collectively the “Non-University Systems”). The University further acknowledges that the Non-University Systems may need to interface with or connect to the University’s networks and information technology systems (collectively the “University Systems”). The University shall be solely responsible for all University Systems, and the Contractor shall be responsible for all non-University Systems, including taking reasonable security and privacy precautions including, but not limited to, network firewall protections, anti-virus software and the ability to maintain regular patching levels of mission-critical software. If the Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, the Contractor shall comply with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (collectively the “Data Protection Rules”). At the request of the Contractor, the University shall implement such changes to the University Systems as are necessary to enable the Contractor to comply with the Data Protection Rules.

10.0 JOINT USE OF FACILITIES

- 10.1 University shall have the right to use the Facilities for its own special occasions, meetings, or other assemblies, at times before or after the scheduled operating hours therefor, as well as on the respective days that the Facilities are not required to be operated pursuant to this Contract (unless Contractor has previously committed to using the same on such a day for a Campus catering event), but University shall cause the space to be cleaned and restored to its normal arrangement after any such use. University shall retain the right of possession of the Facilities at all times, subject only to the right of Operator to operate the same as provided in this Contract. If the Contractor must perform cleanup services, the party responsible for event shall be billed by the Contractor for the reasonable cost of such services.
- 10.2 When the Contractor uses the serving and dining areas of Connecticut Hall for special themed or seasonal dining events, the set-up and break-down of these areas shall be performed by the Contractor.

11.0 UTILITIES AND BUILDING SERVICES

11.1 The University shall be responsible for a) providing for the Contractor's use and b) incurring the cost of the following utilities and building services:

- Water
- Sewer
- Electricity
- Natural gas
- Clean steam
- Heat/air conditioning
- Telephone service (land line)
- High speed Internet service
- Light bulb replacement

11.2 Telephone Services: The University shall provide the Contractor with telephone equipment. Contractor will be billed by the University for the actual charges incurred by the University for monthly phone service fees including long distance charges as well as the cost of the equipment. If the Contractor requires any additional phone lines to be installed than what exists, the University will bill the Contractor for actual charges incurred by the University for the installation.

11.3 The University shall not guarantee an uninterrupted supply of water, electricity, natural gas, telephone, heat, air conditioning, or high or low temperature refrigeration. However, the University shall use its best efforts to restore service following an interruption.

12.0 EQUIPMENT AND FACILITIES SANITATION

Contractor shall adhere to the highest standards of cleanliness and sanitary practices to provide continual sanitation in all functions performed pursuant to this Agreement, including, but not limited to, food handlers' appearance, and the preparation, service, transport and storage of food, beverages, equipment and supplies. Throughout the term of this contract, the premises, equipment and facilities utilized by the Contractor shall be maintained by the Contractor in a condition satisfactory to the University and in compliance with all applicable University, state and local health and sanitation codes.

12.1 Health Inspections Sanitarians of the Connecticut Department of Health, New Haven Health Department, and University safety and sanitation personnel shall have unencumbered access to all food service, production, and storage areas in connection with inspections that they may conduct. These inspections may be performed at the request of the University or on the Departments' own initiative. SCSU shall be notified immediately of any such inspections, whether scheduled or unscheduled, so that a SCSU representative can accompany the operator's representative and inspector during the inspection. The Contractor shall cooperate with all such inspections and shall instruct its agents and employees to do so.

12.2 A management representative of the Contractor shall conduct formal equipment sanitation inspections periodically, but not less frequently than twice during each year of the contract.

12.3 Daily Cleaning:

12.3.1 The Contractor shall provide daily housekeeping, cleaning and sanitation services, as applicable, for all facilities and equipment utilized by it in performing its obligations under this Agreement, including, but not limited to:

- a. The following areas of Connecticut Hall: Kitchen (upper- and lower-level food preparation and production areas); serving counters and work stations (upper level); employee restrooms and locker/changing rooms; perishable food storage areas; non-food storage areas; dining tables and chairs; receiving and shipping dock area (indoor); and offices assigned to Contractor.

- b. The following areas of Adanti Student Center: Kitchen (back-of-house food preparation and production areas); service counters (front and back areas); storage rooms and facilities; restrooms and employee locker/changing rooms; dining tables, chairs and booths (including tables and chairs on outdoor patio); and offices assigned to Contractor.
- c. The following areas of all other retail foodservice outlets on campus: Product display-floor areas; product display shelving, racks and refrigerators/freezers; cashier stations; product storage and non-food storage areas; and dining tables and chairs that are associated with the venue.

12.3.2 The Contractor shall clean all table tops and chairs and shall spot pick-up items on the floor in the dining areas during and immediately after each serving period. At the close of business each day, the Contractor shall thoroughly clean all tabletops, chairs and floors and shall arrange the tables and chairs so they have a neat and orderly appearance.

12.3.3 The above services shall be performed during and between meals and during recess periods of the University.

12.3.4 In addition, the Contractor shall provide daily housekeeping, cleaning, maintenance, and sanitation services in the Hall Service/Loading Areas using methods approved by the University.

12.4 Routine Cleaning/Maintenance:

12.4.1 The Contractor shall be responsible for cleaning all walls, as well as ceilings, and light fixtures in the kitchen and food preparation areas. The University shall be responsible for routine maintenance and replacements of said items.

12.4.2 The Contractor shall be responsible for cleaning walls, as well as ceilings, drapes, windows and light fixtures in the dining areas. The University shall be responsible for routine maintenance and replacement of said items.

12.4.3 The University shall be responsible for the periodic cleaning of hood ducts, plenums and related vents and fans. The Contractor shall notify the University when such periodic cleaning is required. The Contractor shall be responsible for daily cleaning and maintenance of hoods, filters, and automatic extinguisher systems on a schedule as determined by the University.

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

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

12.6 Floor Cleaning: The Contractor shall be responsible for the machine scrubbing of all ceramic and stone

floors in Memorial Hall and the new residential dining facility at least two (2) times per year prior to the start of each academic semester.

12.7 Pest Control: The Contractor shall be responsible for maintenance of insect and pest control in all food service, production and storage areas. The University shall determine the frequency of routine insect and pest control inspection and service and the necessity of instituting particular pest control measures.

12.8 Uniforms/ Table Linens:

12.9.1 The Contractor shall provide an adequate inventory of table linens, employee uniforms, aprons, jackets, towels, bar swipes, pot holders, and related food service linens. The Contractor shall be responsible for laundering, dry cleaning, repairing and maintaining an adequate inventory of these items.

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

12.10 Refuse Removal:

12.10.1 The Contractor shall be responsible for the removal of trash and garbage from food service, dining and production areas to dumpsters. The Contractor shall be responsible for the cost associated with all trash removal and pickup in accordance to the following percentages:

Connecticut Hall: 100%

Adanti Student Center: 80% (20% billed back to the University)

The usage percentages for the Adanti Student Center shall be reviewed on an annual basis by the Contract Administrator.

Contractor's employees handling hazardous waste shall be trained in the handling of hazardous wastes and universal waste at no cost to the University.

12.10.2 Recycling: The Contractor shall comply with State of Connecticut and University policies and procedures related to recycling of waste materials and shall participate in required waste separation programs. The Contractor shall work with the University to determine appropriate areas and suitable containers for recycling. The University shall provide a variety of waste containers to enable the Contractor to separate waste materials as required. The Contractor shall not, however, be required to resort items deposited in recycling bins by University students, staff, faculty or other patrons.

If sanitary conditions of the campus foodservice facilities do not meet the criteria of SCSU as described herein, SCSU reserves the right to hire a contractor to enter the facilities and clean all areas considered not to meet the standards set by SCSU. The cost of hiring a third party to furnish this service will be borne by the Contractor.

13.0 ENVIRONMENTAL MATTERS AND SUSTAINABILITY

13.1 In the performance of its obligations under this Contract, Contractor shall comply with, and shall cause all Subcontractors to comply with, all applicable Environmental Laws and the provisions of all policies from time to time adopted by University with respect to the use, storage, transportation, generation, disposal, or manufacture of Hazardous Materials at, to, or from the Campus. These responsibilities include employee training, provision of all safety equipment, personal protective equipment, job safety procedures, and maintenance of Material Safety Data Sheets (MSDSs). Contractor shall provide all written programs and related documentation as required by Environmental Laws. However, it is in the best interest of safety that Contractor coordinates with SCSU's Facilities Department. Contractor shall be solely responsible for all costs, including costs of cleanup, removal, disposal, and remediation, arising out of or relating to any

violation or threatened violation of Environmental Laws by Contractor or any Subcontractor. Contractor's supervisory personnel may attend (on a non-credit basis) scheduled training offered to University's employees by SCSU's Facilities Department safety officer. This training will be made available to such personnel for informational purposes only, not as a substitute for Contractor's own compliance training. SCSU's Facilities Department safety officer provides site-specific information at these training sessions, as well as training to update attendees of new hazards in the workplace.

- 13.2 Contractor shall immediately report all accidents, spills, environmental releases, and other actual or potential noncompliance issues to the Contract Administrator and to SCSU's Facilities Department. Contractor shall perform, or cooperate with University and SCSU's safety officer in their performance of timely remediation of such noncompliance issues. Contractor shall maintain all compliance documents related to its work and that of its Subcontractors under this Contract.
- 13.3 Contractor shall maintain at its office on Campus an inventory of all Hazardous Materials that are brought on-Campus by Contractor or its Vendors or Subcontractors, together with MSDSs, which shall be readily available to University for review.
- 13.4 Contractor shall be responsible for ensuring that all Hazardous Materials that are brought onto the Campus, or are stored, used or generated thereon, by Contractor or by any Subcontractor in the course of its performance of its obligations under this Contract, shall be stored, labeled, maintained, used, transported, and disposed of off-Campus in accordance with all applicable Environmental Laws. In addition, all Hazardous Materials containers shall be constructed of a material that is compatible with the nature of the Hazardous Materials, shall be in sound condition, and shall be kept securely closed at all times. Contractor shall be responsible for the transportation and disposal off-Campus of all surplus Hazardous Materials which are brought onto Campus by Contractor, Subcontractors, or Vendors. Contractor shall provide to University copies of all manifests and other documentation concerning the off-Campus disposal of Hazardous Materials.
- 13.5 Contractor is responsible for the proper storage of all flammable and combustible chemicals that are brought and/or stored on Campus by Contractor or its Subcontractors or Vendors. Contractor shall maintain and secure all chemical containers and all chemical storage areas assigned for Contractor's use.
- 13.6 Contractor shall be solely responsible for all costs, including, without limitation, costs of cleanup, removal, disposal and remediation, arising out of or relating to any violation or threatened violation of Environmental Laws by Contractor or any Subcontractor, including, without limitation, any storage, generation, disposal, release, or threat of release of Hazardous Materials by Contractor or any Subcontractor on or from the Facilities. University shall take such action as is required by Environmental Laws or as is otherwise deemed appropriate by University in response to any such violation or threatened violation of Environmental Laws, and Contractor shall reimburse University within ten (10) days of University's demand for all costs incurred by University in so doing.
- 13.7 Nothing contained in this Contract shall be construed to make Contractor responsible for any violation of Environmental Law or environmental condition (i) which existed as of the Commencement Date of this Contract, or (ii) other than to the extent to which such violation of Environmental Law or environmental condition was caused by or resulted from the acts or omissions of any person or entity for whom Contractor is legally or contractually responsible hereunder.
- 13.8 Sustainability The Contractor shall comply with University and State policies and procedures related to recycling of waste materials and shall participate in required waste separation programs. The University shall provide the Contractor with appropriate areas and/or suitable containers for recycling. The University shall provide a variety of waste containers at Connecticut Hall, the Adanti Student Center and other food service locations on campus to enable the Contractor to separate waste materials as required.

Note: This section of the agreement will be more fully developed upon selection of the Awarded Contractor, but the Contractor shall, at a minimum be required to:

1. Remain a trayless dining environment;
2. Provide compostable carry-out containers and beverage cups in all of its retail locations;
3. Provide reusable plates, bowls, cups and tableware in residential dining center (Connecticut Hall), unless mutually agreed upon by the Contractor and SCSU;
4. Use recycled paper in all napkins;
5. Always first offer pitcher iced water and compostable cups for all catering events;
6. Recommend and use energy conservation methods of food preparation and for cleaning of all reusable kitchen and table wares;
7. Participate in a recycling program that incorporates paper, plastic, aluminum and glass;
8. Encourage students to reduce food waste within the campus dining system;
9. Encourage the use of reusable and refillable mugs;
10. Use concentrated products;
11. Break down corrugated cardboard for recycling;
12. Separate disposables for recycling purposes; and
13. Conserve energy whenever and wherever possible.

14.0 FINANCIAL TERMS

Note: This section of the Agreement will be fully developed upon selection of the Awarded Contractor.

14.1 Improvement Funds, Scholarship Fund and Corporate Sponsorship

From the Variable Annual Compensation paid to Contractor by the University, the Contractor shall fund the Scholarship Fund and the Improvement Fund as follows:

Improvement Fund Each October 1st and January 1st during each Fiscal Year of the term of this Contract, from the Variable Annual Compensation paid to the Contractor, the Contractor shall issue a check made payable to Southern Connecticut State University in the amount of \$X,XXX,XXX to fund an Improvement Fund. The Improvement Fund shall be used by the University for the renovation and improvement of food service venues. Any amount remaining in the Improvement Fund at the close of a Fiscal Year shall remain in the Improvement Fund for use in subsequent Fiscal Years and will revert to the University at the expiration or termination of this Contract. All funding of said Improvement Fund shall cease immediately upon expiration or notice of termination of this Contract and no amounts shall be paid by the Contractor to the University in connection with the Improvement Fund thereafter.

Scholarship Fund

Details to be determined

Corporate Sponsorship Fund

Details to be determined

15.0 REPORTS, AUDITS, BUDGETS AND PAYMENTS

15.1 Reports

10.1.1 University reserves the right to change the Fiscal Year at any time. All reports prepared by Contractor pursuant to this Contract shall be prepared on the basis of University's Fiscal Year, which begins July 1 and ends June 30 of the subsequent calendar year.

10.1.2 Within twenty (20) calendar days following the close of each month, Contractor shall submit to University a Monthly Income Statement. Each such statement, by location of operating unit and on a consolidated basis, shall present revenue and expense accounts for the month being reported, and Fiscal Year-to-Date accounts with percentage ratios given for each item. Contractor shall provide a separate monthly statement of revenues and expenses for each operating unit. Contractor shall identify appropriate separate line item revenue categories on each month's statement. In addition, the Contractor shall provide a combined statement of all types of service.

10.1.3 Within forty-five (45) days after the expiration of each Fiscal Year (or portion thereof) included in the term of this Contract, Contractor shall submit to University an Annual Statement.

10.1.4 The receipt by University of any statement or report or any payment from Contractor pursuant to this Contract for any period, or the failure of University to make an inspection or audit for said period, shall not bind University as to the correctness of the statement or report or the payment, nor bar University from collecting at any time thereafter any amount otherwise due pursuant to this Contract for said period.

10.1.5 Contractor shall make a responsible officer, or other representative of Contractor, available to meet with a representative of University, during normal business hours and on reasonable prior notice, to review and discuss from time to time any of the foregoing rendered by Contractor to University.

10.1.6 Contractor shall also provide to University special accounting reports as may be reasonably requested by University from time to time in writing, in such format as University may reasonably request.

15.2 Audits

15.2.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

15.2.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

15.2.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

15.2.4 All audits and inspections shall be at the State's or University's expense.

15.2.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

15.2.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

15.2.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

15.2.8 The University's representatives or selected auditors may, as often as deemed necessary, examine all

financial and operational phases of the Contractor's services. Periodic reviews, conducted jointly by representatives of the University and the Contractor, shall also be conducted to ensure that the staffing patterns, menu pricing structure, and other phases of the operation are made in the most efficient manner. The purpose of the review is to determine and confirm that the Contractor is providing the University with quality, convenient food service, under sanitary and healthful conditions, at the most reasonable prices possible.

15.2.9 The Contractor shall be subject to periodic, unannounced operational audits and review of the Campus Dining Service facilities by a representative of the University. Such audits may include but not be necessarily limited to a comprehensive review of:

1. Service quality, and attentiveness and courteousness of staff;
2. Food quality, presentation, and merchandising;
3. Sanitation practices and sanitary conditions;
4. Appearance of personnel (uniforms and grooming);
5. Training program techniques, schedules, and records;
6. Life safety conditions; and
7. Other related operational conditions and/or practices.

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

15.2.10 The University shall be informed by the Contractor of the schedule of the Contractor's audit of the records of the University's food service operation. The University shall have the option of participating in the Contractor's audit and shall receive full reports thereof.

- 15.3 Budgets Contractor will prepare and submit to University by March 1 of every year a preliminary annual budget for the next Fiscal Year for the Dining Services under this Contract, which shall include Contractor's best estimate as to Gross Receipts and Operating Expenses, including detail on sales calculations and sources for all line item expenses (including appropriate assumptions and justifications), and the amount of the projected Operating Loss (or Profit) per month. University shall review the preliminary budget, Contractor shall respond promptly to all inquiries of University, and the preliminary budget shall be modified to reflect agreements reached by the parties during this process. The Contractor shall complete all modifications to the preliminary budget by May 1st of each year, with the resulting final budget being referred to as the Annual Budget. Notwithstanding the preceding provisions of this Section, with respect to the first Fiscal Year, Contractor shall submit a preliminary annual budget to University by August 15th, 2022 and the parties shall cooperate so as to complete the review and modifications to the budget for the first Fiscal Year by August 30, 2022.
- 15.4 Special Event Billings The University shall bill the sponsoring individual or organization directly for the costs of any special event and catering services. The University shall be responsible for invoicing and collecting fees due it from non-University groups. Costs incurred by the Contractor for services not permitted by or beyond the scope of this contract shall be an expense of the Contractor and shall not be an expense of the University. The University shall audit catering and conference sales reported on Contractor's monthly operating reports. Reported cash and charge sales shall be reconciled to University facility reservation records, customer catering number sequence invoices, and event menu and contract.
- 15.5 Taxes Payable by the Contractor Contractor shall collect sales and meals tax, if applicable, on sales and services rendered from its operations on the Campus, timely file all appropriate tax returns, and make full and timely payments of such taxes to the appropriate governmental authority, all in accordance with all applicable Legal Requirements. If any parties disagree on the taxability of any products or services, Contractor shall endeavor to promptly obtain a ruling from the appropriate governmental authority. Resolution of such issues will be the exclusive responsibility of Contractor.

Contractor assumes full responsibility for the timely and appropriate submittal of reports and payments associated with employee taxes, including federal and state withholding, unemployment, and workers compensation. Nothing herein contained shall absolve Contractor of its responsibilities to make payment of sales or meals taxes, employee taxes or city, state, or federal income taxes. University shall have the right to request Contractor to provide to University periodically during the term of this Contract satisfactory evidence that Contractor is performing its obligations under this Section in accordance with applicable Legal Requirements, but University shall have no responsibility or liability in connection with such matters. The provisions of this Section shall survive the expiration or termination of this Contract.

16.0 LEGAL FORCE AND EFFECT

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

17.0 ENTIRE AGREEMENT

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

Appendix II

Food Purchasing Specifications

The general minimum purchase specifications that must be adhered to by the Contractor shall include but are not limited to:

All meats, meat products, poultry, poultry products and fish must be Government inspected.

All cold meats must be of premium quality or as agreeable by the University.

Beef, lamb and veal shall be U.S.D.A. Grade Choice or better. Pork shall be U.S. No. 1.

Poultry shall be U.S. Government Grade A.

Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.

Dairy products:

Eggs-- fresh U.S.D.A. or State graded "A" Butter-- U.S.D.A. Grade "A" (92) score

Cheese-- U.S.D.A. Grade "A" for all graded cheese

Milk and Milk Products- U.S.D.A. Grade "A"

Fresh fruits and vegetables-- U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification

Dry stored items and canned goods-- Grade "A" fancy.

Frozen fruits and vegetables-- U.S.D.A. Grade "A".

All food items shall be procured in accordance with NACUFS Professional Standards Manual, Section VII and Systems for Quality Assurance.

Appendix III

Meal Plan Options

Residential without kitchens

Approximately 1,700 residential students would be required to purchase one of the following plans:

***Full:** Provides meals in Connecticut Hall as well as two (2) meals per week in any dining venue during operating hours plus eight (8) guest meal passes per semester, plus \$_____ in Food Loot per semester. Cost: \$_____

***15 meals/week:** Provides fifteen (15) meals per week in Connecticut Hall during operating hours plus five (5) guest meal passes and \$_____ in Food Loot per semester. Cost: \$_____

8 meals/week: Provides eight (8) meals per week in Connecticut Hall during operating hours plus three (3) guest meal passes and \$_____ in Food Loot per semester. Cost: \$_____

***All Residence Hall freshman are required to purchase one of these plans.**

Students in apartment-style housing, w/kitchens

25 Block anywhere meal plus \$150 DB: Cost _____

40 Block anywhere meals plus \$150 DB: Cost _____

80 Block anywhere meals plus \$150 DB: Cost _____

Commuter Students

25 Block anywhere meals plan; expires yearly: Cost _____

40 Block anywhere meals plan; expires yearly: Cost _____

80 Block anywhere meals plan; expires yearly : Cost _____

Faculty/Staff

20 Block anywhere meal plan; expires 6/30/2027 (end of contract): Cost _____

40 Block anywhere meal plan; expires 6/30/2027 (end of contract): Cost _____

80 Block anywhere meal plan; expires 6/30/2027 (end of contract): Cost _____

Appendix IV

Board Dining / Retail Operating Days

Calendar 2021/22 Academic Year

August	4
September	22
October	23
November	17
December	12.5
January	15
February	20
March	17
April	22
May	6

Total	214.5
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Appendix V

State of Connecticut Sustainability Statutes

Connecticut State Statutes, Executive Orders and State Environmentally Preferable Purchasing (EPP) resources:

The State of Connecticut Department of Administrative Services (DAS) maintains an Environmentally Preferable Purchasing (EPP) web page which can be found at <http://das.ct.gov/cr1.aspx?page=132>. This site provides access to state Contracts that feature environmentally preferable products and services as well as a glossary of environmental terms.

Executive Order No. 14, promulgated April 17, 2006, reads, in part, "All state agencies in the executive branch shall procure and use, whenever practicable, cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary State facilities."

Connecticut General Statute (C.G.S.) Section 4a-59 allows for giving a ten percent (10%) price preference for the purchase of goods made with recycled materials or the purchase of recyclable or remanufactured products if it is determined that such preference would promote recycling or remanufacturing. I am not sure what this means. If this only relates to the State of CT getting a 10% price preference then the dining vendor would not be eligible.

C.G.S. 4a-67b eliminates the use of disposable and single-use products in state government.

C.G.S. 4a-67c sets energy standards for equipment and appliances used by the state.

C.G.S. 4a-67d addresses the purchase of cars and trucks, gasoline mileage standards and alternate fuel vehicles.

C.G.S. 4a-67e sets standards for the purchase of recycled paper, which shall have minimum postconsumer or recovered materials content of no less than 30 percent.

C.G.S. Section 4a-67f provides for the purchase and use by state agencies of paper composed entirely of materials manufactured using processes (A) which do not involve the harvesting of trees or which are otherwise derived entirely from sources other than trees, and (B) which can be categorized as having less adverse impact on the environment than conventional processes.

C.G.S. Section 4a-67g requires that all State agencies recycle any spent laser printer toner cartridges.

Appendix V (cont.)

C.G.S. 52-5571 The Good Samaritan Act protects food donors from being sued by someone injured by the donated food or its packaging. It also protects the donor from criminal liability. The protection only extends to those donating food to nonprofit organizations. It does not protect those who either knew or had reasonable grounds to believe that the food was contaminated or was unfit for human consumption, nor does it protect the organization which accepted the food for redistribution or use.

Appendix VI
Food Service Venue Drawings

See File titled “Food Service Venue Drawings”

Appendix VII

Current Labor Agreements

AGREEMENT

By and between

**SDH EDUCATION EAST, LLC
SODEXO CAMPUS SERVICES**

at

SOUTHERN CONNECTICUT STATE UNIVERSITY

And

UNITE HERE LOCAL 217

(Student bargaining unit)

EFFECTIVE DATES:

FROM: JANUARY 1, 2021

THROUGH: DECEMBER 31, 2025


H. J. J.


J. S. S.

PREAMBLE

This Agreement is entered into by and between SDH Education East, LLC, Sodexo Campus Services at Southern Connecticut State University, New Haven, CT (hereinafter referred to as "the Employer" or "the Company,") and UNITE HERE Local 217 (hereinafter referred to as "the Union") as the representative it's non-supervisory employees at Southern Connecticut State University, New Haven, CT in the mutual interests of the Union, employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder.

In making this Agreement, it is recognized to be the intent of the Union, employees, and the Company to cooperate with each other, both individually and collectively, for the advancement of the purpose of this Agreement, within the context of this Agreement.

ARTICLE 1 – RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining **for all part-time food service employees who are students at Southern Connecticut State University and who are employed by Sodexo in its food and dining services operations on the campus of Southern Connecticut State University, New Haven, CT.** Specifically excluded from the bargaining unit are managers, full-time and regular part-time employees who are not students at Southern Connecticut State University and who are represented by the union under another collective bargaining agreement, casual employees, temporary employees, supervisors, and guards as defined in the National Labor Relations Act.

Section 2. For purposes of this Article, "student" is defined as a person who is enrolled as an undergraduate or graduate student at Southern Connecticut State University.

Student employees will only work fewer than twenty (20) hours per week. In addition, over the course of the academic year, the number of student hours shall not exceed twenty percent (20%) of bargaining unit hours. Student employees will be primarily scheduled in Food Service Worker and Utility positions in all Adanti Student Center locations, including Dunkin Donuts.

ARTICLE 2 – UNION SECURITY

Section 1. All employees who are members of the Union, upon the effective date of this contract, shall, as a condition of employment, continue to remain members in good standing of the Union, with respect to dues and uniform assessments required of Union membership.

Section 2. All employees, who, upon the effective date of this contract, are not members of the Union, shall, within thirty (30) calendar days of the effective date, as a condition of employment, either become a member of the Union, or shall be required to pay a monthly agency fee to the Union. Such agency fee shall be equal to the monthly dues required of Union members and shall be deducted in accordance with the Check-Off Article of this contract.

Section 3. All employees hired after the effective date of this contract, shall, within thirty (30) calendar days, become members of the Union, as a condition of employment.


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Section 4. Upon written notice by the Union, the Employer shall immediately discharge any employee who refuses to tender initiation fees, dues, assessments or agency fees, uniformly required.

Section 5. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 6. In order to simplify the Employer's and Union's administration of this article, the Employer shall, upon the hiring of new employees, give each employee an application for union membership and a dues check-off authorization form. The Employer shall remit the completed forms to the Union monthly.

Section 7. All new employees shall be entitled to receive a fifteen (15) minute orientation provided by the union.

ARTICLE 3 – CHECK-OFF

Section 1. The Employer agrees to deduct weekly, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than double the weekly dues from any single paycheck. Deductions for missed dues payments shall be made at the rate of one extra deduction per week until the missed dues are paid.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made, and for those employees for whom no deductions were made a reason why. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twentieth (20th) of the month following the month in which deductions are made. The Parties agree that the information and dues shall be compiled and transmitted electronically through the Union's FTP site.

Section 3. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 4. Voluntary Political Deduction. The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the twenty-fifth day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to:

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Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1. The management of the unit and the direction of its personnel, including the right to plan, direct, and control the operation and use of all equipment and other property of the Employer, to assign duties, schedule hours of work, hire, promote, suspend, or discharge for proper cause, to transfer, relieve or layoff and recall employees for lack of work or other legitimate reason subject to layoff and recall provision of this Agreement, to establish reasonable rules and regulations, to plan the menu and the means and methods to produce and serve it, shall remain vested exclusively in the Employer, providing the exercise of such vested rights does not conflict with the provisions of this Agreement.

Section 2. Nothing contained herein shall be intended or construed as a waiver of any of the inherent and fundamental rights of management, whether the same has been exercised heretofore or not; and these rights are hereby expressly reserved to the Employer, so long as the Employer's exercise of these rights does not conflict with the provisions of this Agreement.

ARTICLE 5 – UNION REPRESENTATION

An authorized representative of the Union shall be granted admission to the Employer's premises on Union business during work hours. The Union representative shall notify the General Manager, or his/her representative, when he or she first arrives on the premises. The Union shall be permitted to hold small employee meetings in the employee break areas, provided such meetings do not interfere with production, and will take place during non-working time of all employees involved. The Union will be permitted to hold general membership meetings of Sodexo employees, on the employees' own time, after seven (7) days notification has been given the Employer and a space designated by the Employer.

ARTICLE 6 – UNION STEWARDS

Section 1. The Union shall advise the Employer, in writing, of the names of Union Stewards, not later than seven (7) days after the beginning of any new semester, who shall participate in the grievance procedure, and whom the Employer shall recognize as representatives of the employees for purposes of enforcing this Agreement, and who shall act as representatives on the job of the Union.

Section 2. Union Stewards shall not have their regular pay reduced because of time spent on legitimate Union business, nor shall employees participating in the grievance procedure have their pay reduced. Stewards shall have the right to post Union notices at such places as may be designated or authorized by the Employer, provided that such places are easily observable by all employees within the course of their normal day.

Section 3. A Union Steward shall have the right to leave his/her job during working hours to investigate a contractual dispute provided he/she first notifies his/her immediate supervisor.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise.

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A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

Section 2. All grievances shall be processed in the following manner:

Step 1: Any grievance shall be submitted in writing to the General Manager within ten (10) calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought.

After receiving the written grievance, the General Manager or designee, representatives of the Union, and/or the shop steward or stewards (no more than a maximum of four), and the employee or employees involved, will meet to discuss the grievance within seven (7) calendar days of receipt of the written grievance.

The General Manager shall provide a written response within seven (7) calendar days after the meeting.

Step 2: If not resolved satisfactorily at Step 1, the grievance shall be submitted in writing to the District Manager or their designee by the Union's Business Representative or their designee (which shall be a Union-paid staff member equivalent to a Union Business Representative) within ten (10) calendar days after receipt of the response at Step 1. Either the District Manager or their designee or the Union or their designee shall request a meeting, which may be conducted telephonically or by "Zoom" (or a similar platform) if mutually agreed, for the purpose of resolving the grievance prior to the Employer's final decision. The meeting shall be held within (10) ten calendar days of being requested, and of the bargaining unit employees present, there will be no more than two paid employees.

Within ten (10) calendar days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

Step 3 If the grievance is unresolved after Step 2, the Employer or the Union may refer the matter to non-binding mediation through the Federal Mediation and Conciliation Service (FMCS). Such referrals shall be in writing, and to both parties and to FMCS, and shall occur within seven (7) calendar days after the union receives the written response from the District Manager. This process will be conducted under FMCS jurisdiction and guidelines.

The grievance mediation meeting will be held at a time mutually agreed upon by the Employer, the Union, and the federal mediator, and will be conducted telephonically or by "Zoom" (or a similar platform) unless both the Employer and Union representatives agree to meet in person. In attendance will be the grievant(s), relevant witnesses, union steward(s), the Union Business Representative, the District Manager, and other designated Employer representatives.

Section 3. Arbitration. If the grievance cannot be satisfactorily adjusted at Step 2 or Step 3, as applicable, the matter may be referred by the Union or the Employer for final decision and determination to an impartial arbitrator.

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A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer, or the conclusion of Step 3 grievance mediation, whichever is applicable. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on the Employer, the union, and employee(s) involved. It is understood that the Arbitrator shall have the power to modify on disciplinary cases, but shall not have the ability or power to in any way modify, change, restrict, or extend any of the terms of this Agreement.

Section 4. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.

Section 5. Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure. Policy grievances involving two or more employees may be submitted at the second step of the grievance procedure.

Section 6. The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

Section 7. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

Section 8. To facilitate the efficient and timely administration of this Article, Union Representatives may participate in grievance investigations and meetings via telephone or "Zoom" (or a similar platform).

ARTICLE 8 – SENIORITY

After graduation student workers shall be allowed to bid on vacant full-time and regular part-time employees' bargaining unit positions as an internal candidate based on their student worker date of hire. Once awarded, their seniority shall start from their date of hire in the position in the full-time and regular part-time employees' bargaining unit.

ARTICLE 9 – PROBATIONARY PERIOD

Section 1. The first thirty (30) calendar days of an employee's employment shall be a probationary period, and during that period, an employee may be discharged without recourse to the grievance procedure, except in the event of a discharge which is discriminatory as defined in this Agreement.


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New employees shall be considered as probationary employees until they have been in the employ of the Employer for thirty (30) days. During this period, they will be entitled to no seniority. At the end of the probationary period, each new employee will be entered on the seniority list as of the date of his/her employment. The Employer shall not be obligated to rehire any employee who is removed during the probationary period.

Section 2 A thirty (30) day extension of the probationary period may be granted by mutual agreement between the Employer and the Union.

ARTICLE 10 – PROMOTIONS AND JOB OPENINGS

At the end of each semester, management shall post a sign-up sheet for returning students to designate their desired shifts for next semester. Any hours and/or job openings for student workers shall be posted for seven (7) calendar days for current student employees to bid on.

Hours and/or jobs shall be awarded in accordance with the students' availability, the maximum of number of hours per week that a student may be work, and their date of hire. The Union recognizes that any student's regularly scheduled hours may not exceed twenty (20) hours per week.

Summer positions shall be offered based on availability and date of hire. The Union shall be sent a list at the beginning of each summer work period showing the names of student employees applying for summer openings, and the names of those awarded summer jobs.

After graduation, a student worker may continue their employment in bargaining unit covered by this Agreement for the following summer and fall semester.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

Section 1. The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within ten (10) calendar days after learning of the circumstances on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee at the time disciplinary action is taken.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided.

The parties acknowledge that for many performance issues it is appropriate for the Employer to provide an employee with Coaching and Counseling regarding the performance issue. While not appropriate in all cases, including, but not limited to, attendance issues, Coaching and Counseling is a valuable tool for correcting performance problems prior to the implementation of progressive discipline.

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The Employer will administer progressive discipline as follows:

- a. First written warning.
- b. Second written warning.
- c. A final warning and disciplinary suspension of up to three (3) scheduled work days.
- d. Suspension pending investigation and decision to discharge

Written notice of any disciplinary action or discharge will be promptly forwarded to the Union office.

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to disciplinary action up to and including suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, and any remaining disciplinary actions within the previous twelve (12) months will be reduced by one step. That is, any then current level of discipline will be based only on the disciplinary actions that have occurred within the previous twelve (12) months.

Section 5. An employee shall be permitted to have a Union Steward or Union representation at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward or other union representation to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

An employee will have a Union Steward present when receiving a disciplinary suspension or when notified of their termination. Copies of the discipline will be given to the employee receiving the discipline.

Section 6. Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

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ARTICLE 12 – WAGES, HOURS OF WORK, AND SCHEDULING

Section 1. Wages. Student workers hourly rate of pay shall be as follows:

Effective Date	Hourly Rate of Pay
January 1, 2021	\$15.70
September 1, 2021	\$15.90
September 1, 2022	\$16.12
September 1, 2023	\$16.35
September 1, 2024	\$16.60
September 1, 2025	\$16.85

Student employees will continue to receive wages consistent with minimum requirements of Connecticut state law and wage increases. Student employees will only work fewer than twenty (20) hours per week.

Section 2. Minimum Scheduled Hours. On any day that a Student Worker is scheduled to work he/she will be scheduled for a minimum of two (2) hours. This shall not apply on any days when an employee is not scheduled to work but is asked to work on short notice.

Section 3. Breaks. Student workers who work a shift of four (4) hours or more shall receive one (1) fifteen (15) minute paid rest break. In addition, student workers who work six (6) hours or more, shall receive one (1) one-half (1/2) hour unpaid break.

Section 4. Weekend Scheduling. Student workers may be required to work two (2) meals on weekends when they are scheduled but shall not be required to work more than every other weekend. The General Manager has the authority to create reasonable schedules so that the operation will be adequately staffed.

Section 5. Overtime. Any student worker who works the Saturday "Brunch" meal on Parents' Weekend will be paid time-and-one-half (1-½x) for all hours worked.

Any student worker who works Saturday Brunch or Saturday dinner of "Springfest" will be paid time-and-one-half (1-½x) for all hours worked.

Students workers will be paid time-and-one-half (1-½x) for work in connection with a dance or other special function for hours worked between 12:00 midnight and 7:00 a.m.

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Section 6. Holidays. Student workers who work in the operation on the following holidays will receive time-and-one-half (1-½x) for all hours worked:

Day before Thanksgiving Day
Thanksgiving Day
Day after Thanksgiving Day

Christmas Day
Martin Luther King's Birthday
Good Friday

Section 7. Paid Personal Day. Student workers will receive one (1) paid day off each academic year. To be eligible, a student worker must complete two (2) months of service. No payment will be made to any student worker who quits or is terminated.

Section 8. Absent student employees will continue to report their absence in advance. All student hours filled and not filled will be tracked by the Employer and a record maintained of absences filled and not filled. The record of absences filled and not filled will be available upon request Monday for the week ending the prior Friday. All student employees will have scheduled hours.

ARTICLE 13 – NON-DISCRIMINATION

Section 1. The Employer will not discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status, or any other personal characteristic that is protected by applicable law. The Employer also agrees that it will not retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday. Further, there shall be no discrimination because of activity in or on behalf of the Union as defined in the National Labor Relations Act, as amended.

Section 2. Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

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Section 4. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively and have agreed to measures as set forth as follows:

1. The parties recognize that many recent immigrant workers are employed by the Employer and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves where such use does not adversely affect the operation, work performance, or customer service levels.
2. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.
3. If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.
4. If the primary language for more than 25 employees at the Unit is a single language other than English, the Employer and the Union will pay an equal amount of costs for translation and copying of this Agreement in English and that non-English language. For purposes of arbitration, the English version shall prevail in any conflict of meaning arising out of the translation. The Employer will not share the cost for translation and copying into more than one non-English language.

ARTICLE 14 – SAFETY

Section 1. The Employer agrees to provide safe, sanitary working conditions for all employees. The employee agrees to adhere to all legally required safety procedures and to abide by reasonable safety regulations posted by the Employer.

Section 2. If safety equipment is found to be necessary by a State or Federal agency or through a mutual agreement, the cost of such equipment shall not be charged to the employees.

Section 3. A first aid kit will be available in each work location which will be accessible during working hours.

Section 4. A joint employee/employer Health and Safety Committee will be formed to meet once a month, on work time, to discuss health and safety problems.

ARTICLE 15 – NO STRIKE / NO LOCKOUT

Section 1. The Union shall not strike during the term of this Agreement. The Employer shall not lock out its employees or any group of its employees during the term of this Agreement.

Section 2. No employee shall be required to cross any picket line which any labor organization may establish at the Employer's premises, nor shall any employee be disciplined in any way whatsoever for failure to cross such a picket line.


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ARTICLE 16 – CONFLICT OF LAWS

In the event that any of the provisions of this Agreement are found to be in conflict with any valid federal or state law now existing or hereafter enacted, it is agreed that such law shall supersede provisions or they shall be renegotiated without in any way affecting the remaining provisions.

ARTICLE 17 – RESPECT

It is the purpose and intent of the parties hereto that this Agreement shall promote a harmonious relationship between the Employer and the employees. The parties agree to treat each other with dignity and respect and work as a team.

ARTICLE 18 – DURATION

This Agreement is **effective January 1, 2021** and shall continue in full force and effect **through and including December 31, 2025**, and then from year to year unless written notice of desire to amend or terminate is served by either party upon the other at least sixty (60) days prior to such date or subsequent anniversary date.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

**SDH Education East, LLC
Sodexo Campus Services at
Southern Connecticut State University
New Haven, CT**

UNITE HERE Local 217

Harold J. Taegel
Harold J Taegel (Aug 10, 2021 12:23 EDT)

Joshua Stanley
Joshua Stanley (Aug 10, 2021 13:27 EDT)

Harold J. Taegel
Senior Director, Labor Relations

Josh Stanley
Secretary-Treasurer

Michael Ward
Michael Ward (Aug 11, 2021 06:38 EDT)

Michael Ward
Vice President of Operations

Date: _____

Date: _____

AGREEMENT

By and between

**SDH EDUCATION EAST, LLC
SODEXO CAMPUS SERVICES**

at

SOUTHERN CONNECTICUT STATE UNIVERSITY

and

UNITE HERE LOCAL 217

EFFECTIVE DATES:

FROM: JANUARY 1, 2021

THROUGH: MAY 31, 2025


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PREAMBLE

This Agreement is entered into by and between SDH Education East, LLC, Sodexo Campus Services at Southern Connecticut State University, New Haven, CT (hereinafter referred to as "the Employer" or "the Company,") and UNITE HERE Local 217 (hereinafter referred to as "the Union") as the representative it's non-supervisory employees at Southern Connecticut State University, New Haven, CT in the mutual interests of the Union, employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder.

In making this Agreement, it is recognized to be the intent of the Union, employees, and the Company to cooperate with each other, both individually and collectively, for the advancement of the purpose of this Agreement, within the context of this Agreement.

ARTICLE 1 – RECOGNITION

Section 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining for all full-time and part-time food services employees employed by Sodexo on the campus of Southern Connecticut State University as listed in Schedule "A" (Classifications and Wages); but excluding managers, assistant managers, chefs, office clerical employees, professional employees, student managers, part-time employees who are students at Southern Connecticut State University, casual employees, temporary employees, supervisors, and guards as defined in the National Labor Relations Act. "Student" is defined as a person who is enrolled as an undergraduate or graduate student at Southern Connecticut State University.

Section 2. For purposes of this Article, "student" is defined as a person who is enrolled as an undergraduate or graduate student at Southern Connecticut State University.

Student employees will only work fewer than twenty (20) hours per week. In addition, over the course of the academic year, the number of student hours shall not exceed twenty percent (20%) of bargaining unit hours. Student employees will be primarily scheduled in Food Service Worker and Utility positions in all Adanti Student Center locations, including Dunkin Donuts.

ARTICLE 2 – UNION SECURITY

Section 1. All employees who are members of the Union, upon the effective date of this contract, shall, as a condition of employment, continue to remain members in good standing of the Union, with respect to dues and uniform assessments required of Union membership.

Section 2. All employees, who, upon the effective date of this contract, are not members of the Union, shall, within thirty (30) calendar days of the effective date, as a condition of employment, either become a member of the Union, or shall be required to pay a monthly agency fee to the Union. Such agency fee shall be equal to the monthly dues required of Union members and shall be deducted in accordance with the Check-Off Article of this contract.

Section 3. All employees hired after the effective date of this contract, shall, within thirty (30) calendar days, become members of the Union, as a condition of employment.

Section 4. Upon written notice by the Union, the Employer shall immediately discharge any employee who refuses to tender initiation fees, dues, assessments or agency fees, uniformly required.

Section 5. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 6. In order to simplify the Employer's and Union's administration of this article, the Employer shall, upon the hiring of new employees, give each employee an application for union membership and a dues check-off authorization form. The Employer shall remit the completed forms to the Union monthly.

Section 7. All new employees shall be entitled to receive a fifteen (15) minute orientation provided by the union.

ARTICLE 3 – CHECK-OFF

Section 1. The Employer agrees to deduct weekly, from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and monthly Union dues as certified to the Employer by the Secretary/Treasurer of the Union. Except for the deduction of fees other than dues, the Employer will not deduct more than double the weekly dues from any single paycheck. Deductions for missed dues payments shall be made at the rate of one extra deduction per week until the missed dues are paid.

Section 2. The Employer shall remit each month to the Union, the amount of deductions made for that particular month including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week/month, for whom such deductions have been made, and for those employees for whom no deductions were made a reason why. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twentieth (20th) of the month following the month in which deductions are made. The Parties agree that the information and dues shall be compiled and transmitted electronically through the Union's FTP site.

Section 3. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 4. Voluntary Political Deduction. The Company shall deduct and transmit to the Treasurer of UNITE HERE TIP Campaign Committee the amount of contribution specified, at a flat dollar amount, for each payroll period or other designated period worked from the wages of those employees who voluntarily authorize such contribution at least 7 days prior to the next scheduled pay period, on the form provided for that purpose by the UNITE HERE TIP Campaign Committee. These transmittals shall occur no later than the twenty-fifth day of the following month, and shall be accompanied by a list setting forth as to each contributing employee his or her name, address, occupation, rate of PAC payroll deduction by the payroll or other designated period, and contribution amount. The parties acknowledge that the Company's costs of administration of this PAC payroll deduction have been taken into account by the parties in their negotiation of this Agreement and have been incorporated in the wage, salary and benefits provision of this Agreement. The company shall send these transmittals and this list to: Treasurer, UNITE HERE TIP Campaign Committee, 275 Seventh Avenue, New York, NY 10001.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1. The management of the unit and the direction of its personnel, including the right to plan, direct, and control the operation and use of all equipment and other property of the Employer, to assign duties, schedule hours of work, hire, promote, suspend, or discharge for proper cause, to transfer, relieve or layoff and recall employees for lack of work or other legitimate reason subject to layoff and recall provision of this Agreement, to establish reasonable rules and regulations, to plan the menu and the means and methods to produce and serve it, shall remain vested exclusively in the Employer, providing the exercise of such vested rights does not conflict with the provisions of this Agreement.

Section 2. Nothing contained herein shall be intended or construed as a waiver of any of the inherent and fundamental rights of management, whether the same has been exercised heretofore or not; and these rights are hereby expressly reserved to the Employer, so long as the Employer's exercise of these rights does not conflict with the provisions of this Agreement.

ARTICLE 5 – UNION REPRESENTATION

An authorized representative of the Union shall be granted admission to the Employer's premises on Union business during work hours. The Union representative shall notify the General Manager, or his/her representative, when he or she first arrives on the premises. The Union shall be permitted to hold small employee meetings in the employee break areas, provided such meetings do not interfere with production, and will take place during non-working time of all employees involved. The Union will be permitted to hold general membership meetings of Sodexo employees, on the employees' own time, after seven (7) days notification has been given the Employer and a space designated by the Employer.

ARTICLE 6 – UNION STEWARDS

Section 1. The Union shall advise the Employer, in writing, of the names of Union Stewards, not later than seven (7) days after the beginning of any new semester, who shall participate in the grievance procedure, and whom the Employer shall recognize as representatives of the employees for purposes of enforcing this Agreement, and who shall act as representatives on the job of the Union.

Section 2. Union Stewards shall not have their regular pay reduced because of time spent on legitimate Union business, nor shall employees participating in the grievance procedure have their pay reduced. Stewards shall have the right to post Union notices at such places as may be designated or authorized by the Employer, provided that such places are easily observable by all employees within the course of their normal day.

Section 3. A Union Steward shall have the right to leave his/her job during working hours to investigate a contractual dispute provided he/she first notifies his/her immediate supervisor.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise.

A grievance shall be defined as any dispute arising out of the expressed terms or conditions contained within this Agreement.

Section 2. All grievances shall be processed in the following manner:

Step 1: Any grievance shall be submitted in writing to the General Manager within ten (10) calendar days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The grievance shall set forth the alleged facts of the grievance, the specific Article(s) and Section(s) alleged to have been violated, and the remedy that is being sought.

After receiving the written grievance, the General Manager or designee, representatives of the Union, and/or the shop steward or stewards (no more than a maximum of four), and the employee or employees involved, will meet to discuss the grievance within seven (7) calendar days of receipt of the written grievance.

The General Manager shall provide a written response within seven (7) calendar days after the meeting.

Step 2: If not resolved satisfactorily at Step 1, the grievance shall be submitted in writing to the District Manager or their designee by the Union's Business Representative or their designee (which shall be a Union-paid staff member equivalent to a Union Business Representative) within ten (10) calendar days after receipt of the response at Step 1. Either the District Manager or their designee or the Union or their designee shall request a meeting, which may be conducted telephonically or by "Zoom" (or a similar platform) if mutually agreed, for the purpose of resolving the grievance prior to the Employer's final decision. The meeting shall be held within (10) ten calendar days of being requested, and of the bargaining unit employees present, there will be no more than two paid employees.

Within ten (10) calendar days of the meeting the Employer shall deliver to the Union a written reply, which shall provide for a decision in the matter and the reason(s) for the decision.

Step 3 If the grievance is unresolved after Step 2, the Employer or the Union may refer the matter to non-binding mediation through the Federal Mediation and Conciliation Service (FMCS). Such referrals shall be in writing, and to both parties and to FMCS, and shall occur within seven (7) calendar days after the union receives the written response from the District Manager. This process will be conducted under FMCS jurisdiction and guidelines.

The grievance mediation meeting will be held at a time mutually agreed upon by the Employer, the Union, and the federal mediator, and will be conducted telephonically or by "Zoom" (or a similar platform) unless both the Employer and Union representatives agree to meet in person. In attendance will be the grievant(s), relevant witnesses, union steward(s), the Union Business Representative, the District Manager, and other designated Employer representatives.

Section 3. Arbitration. If the grievance cannot be satisfactorily adjusted at Step 2 or Step 3, as applicable, the matter may be referred by the Union or the Employer for final decision and determination to an impartial arbitrator.

A request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer, or the conclusion of Step 3 grievance mediation, whichever is applicable. Both the Employer and the Union agree to be bound by the rules and regulations of the FMCS.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on the Employer, the union, and employee(s) involved. It is understood that the Arbitrator shall have the power to modify on disciplinary cases, but shall not have the ability or power to in any way modify, change, restrict, or extend any of the terms of this Agreement.

Section 4. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate such matters.

Section 5. Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure. Policy grievances involving two or more employees may be submitted at the second step of the grievance procedure.

Section 6. The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

Section 7. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

Section 8. To facilitate the efficient and timely administration of this Article, Union Representatives may participate in grievance investigations and meetings via telephone or "Zoom" (or a similar platform).

ARTICLE 8 –SENIORITY

Section 1. "Employer Seniority" shall be defined as the employee's length of documented continuous time worked in the bargaining unit (Southern Connecticut State University) covered by this Agreement, regardless of whom the Employer has been.

"Employer Seniority" for any employee who transfers into the unit after the effective date of this Agreement shall be defined as the employee's length of continuous service as measured from the date that the employee transfers into the operation covered by this agreement.

Employer Seniority will be used for determining vacation eligibility, layoff, recall, vacation scheduling, shift preference, extra work, overtime, and job bidding.

In the event two (2) or more employees are hired on the same day their seniority shall be decided by whomever punches in first.

Section 2. In the event of a reduction of working forces, the last employee hired shall be the first employee laid off; further layoffs continue in like manner. In the event of a rehiring, laid off employee shall be rehired in the inverse order of the layoffs. This will be effective within the employee's present classification, except within the Cook classifications, where seniority shall govern within the craft, provided the senior employee is qualified.

Section 3. If seniority is equal, the layoff shall be based on the ability and efficiency of the employee. Employees laid off or bumped from their own classification may bump a less senior employee in another classification, if they are qualified to perform the work.

Section 4. Seniority shall also apply on scheduled days off, shifts, vacation schedules, and reductions in hours.

Section 5. Seniority shall be lost for the following reasons:

1. Quitting voluntarily.
2. Discharge for just cause.
3. Absence for two (2) consecutive days without notifying the Employer, in which case, the employee shall be considered to have quit voluntarily, except in cases where it is proven the employee was legitimately unable to notify.
4. Failure within forty-eight (48) hours of notification to return to work, or to arrange a date to return to work after a layoff, when notified at last known address by telegram or registered return letter.
5. Layoff for a period exceeding twenty-four (24) consecutive months.
6. Engaging in gainful employment during a leave of absence, unless such employment is mutually agreed upon.
7. Promotion from the bargaining unit for a period in excess of thirty (30) calendar days.

Section 7. It is agreed that, because of special training or skill or other reasons necessitated by sound business requirements, it may be necessary to retain some employees regardless of length of services. The parties hereto recognize that in the application of seniority rights, the necessity for such exceptions shall receive the consent of the parties, provided such proposals are reasonable and necessitated. Such exceptions to the application of seniority rights shall be mutually agreed upon.

Section 8. When scheduling employees during any layoff period, including the summer and winter layoff periods, employees will initially be scheduled by seniority. However, notwithstanding the foregoing, the parties agree that union representation will be maintained during such layoff periods through the use of "super-seniority" for the scheduling of Union stewards who are available and qualified to perform the work.

Section 9. Within thirty (30) days of the signing of this Agreement, the Employer shall prepare and submit to the Union a seniority list. The Employer and the Unions shall resolve promptly any disagreements over this list, which shall then become the initial seniority list.

Section 10. An employee may exercise bumping rights upon layoff, loss of hours, a shift in the schedule of one (1) hour or more per day, or addition of one (1) hour or more per day, if he/she is qualified to perform the work.

ARTICLE 9 – PROBATIONARY PERIOD

Section 1. The first thirty (30) calendar days of an employee's employment shall be a probationary period, and during that period, an employee may be discharged without recourse to the grievance procedure, except in the event of a discharge which is discriminatory as defined in this Agreement.

New employees shall be considered as probationary employees until they have been in the employ of the Employer for thirty (30) days. During this period, they will be entitled to no seniority. At the end of the probationary period, each new employee will be entered on the seniority list as of the date of his/her employment. The Employer shall not be obligated to rehire any employee who is removed during the probationary period.

Section 2 A thirty (30) day extension of the probationary period may be granted by mutual agreement between the Employer and the Union.

ARTICLE 10 – PROMOTIONS AND JOB OPENINGS

Section 1 All openings shall be posted in a place normally visited by all employees for not less than seven (7) calendar days. If no request for the opening is received by the Employer after seven (7) calendar days, he/she may hire a new employee.

Any position where scheduled daily hours have been increased by one (1) hour or more, will be considered an "open position" and will be posted for bid.

Employees on layoff or who have had their hours reduced will be notified of the posted shifts if they are not on-campus during the seven (7) calendar day posting period to view the posting.

The open job shall be awarded to the most senior qualified applicant. For the purposes of this contract, qualified shall be defined as follows:

- I The employee has the immediate ability to perform the job with a minimal period necessary for job familiarization,
- OR**
- II A. First Cook/Baker: The employee must have successfully served in the First Cook/Baker training position or have worked in the First Cook/Baker classification for a period of seventy-five (75) working days.
- B. Second Cook: The employee must come from the Cook's Helper/Pizza Cook, Grill Cook, Cold Food Prep classifications or have successfully served in the Second Cook training position.

- C. Cook's Helper/Pizza Cook, Grill Cook and Cold Food Prep: All employees are eligible to become qualified through the call-in process.

III When bidding on job vacancies, the following conditions apply:

Employees will have the opportunity to work a position for up to thirty (30) days.

During the thirty (30) days, parties will evaluate performance. If at any time during the trial period, the Employer or employee determines that the employee is reasonably unable to perform the job, he/she may be returned to his/her former position. The Employer will give written notice to the Union and stewards within three (3) days of a decision that an employee is unqualified and why. If no written notice is given, employee retains the job.

Section 2. The successful bidder has the right to return to his/her previous position within fifteen (15) scheduled working days from his/her first day in the new position. In the event that this right is exercised, the employee who bid into the position vacated by the successful bidder must return to their position and so on, unless one of those employees has bid for and successfully attained another position.

Qualified part-time employees may, if entitled by the above bidding system, increase their schedule of hours worked before new employees are hired.

The Union Steward, upon request, will be shown the number and names of applicants, the successful bidder, and the basis for that employee's success, or the fact that a new employee was hired.

Section 3. Summer positions shall be offered by seniority within each job classification, provided the senior employee can satisfactorily perform the work, except with the Cook classifications, where seniority shall govern within the craft, provided the senior employee is qualified. No employee will be required to work more than two shifts within a twenty-four (24) hour period. An employee working split shifts is entitled to one shift of at least four (4) hours and a second shift of not less than two (2) hours.

Section 4. Returning employees will be offered the same job after a school shutdown as they had prior to the shutdown, provided such job is available.

Section 5 After graduation Student employees shall be allowed to bid on vacant Regular employee positions as an internal candidate with their student seniority. Once awarded, their seniority shall start from their date of hire in the regular position.

Section 6. On the first day an employee is awarded a new position the employee will be provided a written job description (which the employee will sign) and rate of pay for the position.

ARTICLE 11 – LEAVES OF ABSENCE

The following leaves of absence will be granted without pay or loss of seniority in accordance with these provisions.

Section 1. Personal Leave. Upon written notice to the Employer, an employee with at least one (1) academic year of service may apply for an unpaid personal leave of absence of up to one (1) year. An employee must submit a written request at least fourteen (14) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave and will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar days' notice of such request. All leave requests shall be approved in the sole discretion of the Employer and must include a return to work date.

Section 2. Union Leave. The Employer agrees to allow up to two (2) employees at any one time a Union Leave of Absence to work for the Union. Union members shall be eligible to take Leave of Absence for a period not to exceed one (1) year for the purpose of attending Union business, which may not be directly related to union activity at the Food Service Operation. No more than one (1) renewal of such leave will be granted to such employees.

Section 3. Military Leave. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

Section 4. FMLA and Medical Leave. The Employer shall administer all leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

An unpaid medical leave of absence of up to twelve (12) months, inclusive of time spent on FMLA, shall be granted to an employee where medically necessary. The company may require certification of the medical condition.

Section 5. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any non-medical leave of absence, except as required by applicable law.

However, per Article 20, Section 5, no employee's seniority or benefits shall be affected in any way on account of an absence for medical reasons, whether paid or unpaid, for a period of three (3) months. After three (3) months, all benefits, excluding insurance, shall be pro-rated.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

Section 1. The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within ten (10) calendar days after learning of the circumstances on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee at the time disciplinary action is taken.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided.

The parties acknowledge that for many performance issues it is appropriate for the Employer to provide an employee with Coaching and Counseling regarding the performance issue. While not appropriate in all cases, including, but not limited to, attendance issues, Coaching and Counseling is a valuable tool for correcting performance problems prior to the implementation of progressive discipline.

The Employer will administer progressive discipline as follows:

- a. First written warning.
- b. Second written warning.
- c. A final warning and disciplinary suspension of up to three (3) scheduled workdays.
- d. Suspension pending investigation and decision to discharge

Written notice of any disciplinary action or discharge will be promptly forwarded to the Union office.

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to disciplinary action up to and including suspension or summary discharge in cases of serious misconduct, such as gross insubordination; fraud, theft, or misappropriation of company or client funds or property; punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or customers; or other conduct of a similar nature, seriousness, or culpability.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, and any remaining disciplinary actions within the previous twelve (12) months will be reduced by one step. That is, any then current level of discipline will be based only on the disciplinary actions that have occurred within the previous twelve (12) months.

Section 5. An employee shall be permitted to have a Union Steward or Union representation at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward or other union representation to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

An employee will have a Union Steward present when receiving a disciplinary suspension or when notified of their termination. Copies of the discipline will be given to the employee receiving the discipline.

Section 6. Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

ARTICLE 13 – HOURS OF WORK AND SCHEDULING

Section 1. The hours of work shall be an eight (8) hour day and a five (5) day week. The Employer will maintain a minimum of thirty-six (36) positions scheduled for forty hours per week, including a forty hour Catering Lead. Not fewer than twenty (20) of these thirty-six (36) positions will have a daily starting time of eleven (11:00) AM or earlier.

Section 2 Premium pay of time and one-half (1-1/2x) the employee's regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) calendar week. Time and one-half (1- 1/2x) shall be paid for work on a seventh (7th) consecutive day. Time and one-half (1- 1/2x) shall also be paid for work on the sixth (6th) consecutive day for those employees whose normal work schedule is five (5) days per week. Consecutive days shall be figured without regard to pay period and the consecutive days calculation shall be reset after a 7th consecutive day.

Section 3. All five (5) day employees shall be entitled to two (2) consecutive days off in each week, unless an employee requests to be scheduled otherwise and management approves such request, or where operational needs prevent such scheduling. The Employer will make every attempt to stabilize schedules.

Section 4. Schedules shall not be changed by the Employer with less than one (1) week's notice except in the event of a bona fide emergency. In the event that the Employer does not post notice at least one week prior to the schedule change, the Employer will repost the notice and wait to implement schedule changes until the week has passed.

Section 5. Time off shall not be given in lieu of overtime.

Section 6. An employee who reports for work as scheduled or as requested by the Employer and is sent home by the Employer shall be paid for four (4) hours. An employee who reports to work as scheduled or as requested by the Employer and works one (1) hour or more and is sent home by the Employer shall be paid for the full shift.

Section 7. Overtime shall be distributed as equally as possible among the employees in the same craft, and the Employer shall keep records, available to the Union Stewards upon request, to show overtime distribution. All employees shall receive one (1) fifteen (15) minute paid rest break and two (2) such breaks for employees who work a shift of five and one-half (5 1/2) hours or more. The Employer reserves the right to designate the times when breaks are taken, provided that such breaks shall be at reasonable times and do not interfere with customer service. In addition, all employees shall receive one (1) one-half (1/2) hour unpaid meal break. These break periods shall be uninterrupted and in a clean, sanitary, well-ventilated area, tables and chairs shall be provided.

Section 8. Overtime and deductions for lateness shall be calculated in accordance with the Employer's timekeeping system.

Section 9. On days that Southern Connecticut State University officially delays opening because of inclement weather, there will be one-half (1/2) hour grace period for employees reporting late for work with no reduction in pay.

Section 10. Available hours, with the exception of catering work, due to employee absence, extra work, or any other reason shall be offered in the following manner:

1. Most senior qualified employee within the classification who is available to fill at least four (4) hours of the shift.
2. Most senior qualified employee within a related classification who is available to fill at least four (4) hours of the shift. For the purposes of this provision, Cook, Cold Food, and Baker shall be considered the only related classifications and they shall be considered equally related.
3. The most senior qualified employee in the bargaining unit who is available to fill at least four (4) hours of the shift.
4. Vacant shifts of less than four (4) hours will be filled first from among employees who are working in the building when the shift becomes available and otherwise qualified.

Section 11. The employee who is offered hours will be allowed to accept as many hours as he/she chooses with a minimum of four (4) hours.

Section 12. Available hours will be rotated. If an employee is unable or unwilling to fill available hours, he/she will lose his/her turn on the rotation. The Employer will maintain documentation on a call sheet of the time/date an employee calls out and the time/date the shift is filled, including the name of the employee filling the shift. All call outs and calls filling the vacancy will be made to/from a single dedicated mobile telephone number for which call records are available.

Section 13. Employees accepting available hours will be expected to fill his/her regularly scheduled shift. Employees who call off after accepting available work will be charged with an unexcused absence, except in the case of a bona fide emergency.

Section 14. The Employer will complete call sheets as calls are made and have them available at 5:00 P.M. each day for the Union Stewards to review.

Section 15. At the Student center, the use of paid time off to cover lost time from shut down will not be used against employees for calculation of absenteeism.

ARTICLE 14 – NON-DISCRIMINATION

Section 1. The Employer will not discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status, or any other personal characteristic that is protected by applicable law. The Employer also agrees that it will not retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

Further, there shall be no discrimination because of activity in or on behalf of the Union as defined in the National Labor Relations Act, as amended.

Section 2. Gender. The use of pronouns “he” or “she” and the suffixes “men” or “women” shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either’s request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

Section 4. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively and have agreed to measures as set forth as follows:

1. The parties recognize that many recent immigrant workers are employed by the Employer, and are a vital element to the success of the facility. While English is the language of the workplace, the Employer recognizes the right of employees to use the language of their own choice among themselves where such use does not adversely affect the operation, work performance, or customer service levels.
2. The Employer is committed to a program to improve its ability to communicate with employees who do not communicate in English and will consider reasonable recommendations of the labor management committee to accomplish this.
3. If a substantial number of Employees at the Unit have a primary language other than English, the Employer will take reasonable steps, where practical, to post significant notices in both English and the predominant non-English language. If management cannot communicate effectively with an employee, the Employer will allow, upon request and if available, an employee translator from the bargaining unit chosen by the employee to facilitate communications, provided the individual is on the premises at the time requested.
4. If the primary language for more than 25 employees at the Unit is a single language other than English, the Employer and the Union will pay an equal amount of costs for translation and copying of this Agreement in English and that non-English language.

For purposes of arbitration, the English version shall prevail in any conflict of meaning arising out of the translation. The Employer will not share the cost for translation and copying into more than one non-English language.

ARTICLE 15 – SAFETY

Section 1. The Employer agrees to provide safe, sanitary working conditions for all employees. The employee agrees to adhere to all legally required safety procedures and to abide by reasonable safety regulations posted by the Employer.

Section 2. If safety equipment is found to be necessary by a State or Federal agency or through a mutual agreement, the cost of such equipment shall not be charged to the employees.

Section 3. A first aid kit will be available in each work location which will be accessible during working hours.

Section 4. A joint employee/employer Health and Safety Committee will be formed to meet once a month, on work time, to discuss health and safety problems.

ARTICLE 16 – MEALS

Each employee shall be entitled to a full meal, excluding pre-packaged items, provided by the Employer, at no cost to the employee, for each normal meal period through which the employee works. The meals shall be of the same quality normally served in the dining rooms. All employees are entitled to "coffee and" during their break.

ARTICLE 17 – UNIFORMS

Section 1. Each employee shall be provided adequate uniforms of proper size and gender fit during the school year. All uniforms shall be inspected for usability at the beginning of each school year and any new uniforms needed at that time shall be provided in accordance with the following schedule:

- Five (5) day per week employees shall have five (5) uniforms.
- Four (4) day per week employees shall have four (4) uniforms.
- Three (3) day per week employees shall have three (3) uniforms.
- Two (2) day per week employees shall have two (2) uniforms.
- One (1) day per week employees shall have one (1) uniform.

Section 2. All employees will receive an additional three dollars (\$3.00) per week worked payable at the end of each semester in one (1) check, tax free, for care and maintenance of uniforms.

Section 3. The Employer shall provide all employees one (1) pair of safety shoes. The Employer will provide employees with a fifty dollar (\$50.00) subsidy towards the purchase of the safety shoes from the Employer's safety shoe vendor.

Section 4. If the Employer fails to provide uniforms within six (6) weeks of the employee's request, affected employees will not be disciplined in any manner whatsoever for coming to work out of uniform.

Section 5. If the Employer provides uniforms, then employees will be required to launder and maintain the uniforms.

Section 6. Employees must wear the uniform as directed by the Employer.

ARTICLE 18 – PAID HOLIDAYS

Section 1. The following shall be paid holidays for all regularly scheduled employees:

- Labor Day
- Day before Thanksgiving Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Martin Luther King's Birthday
- Good Friday
- Three (3) Floating Holidays Days
- July 4th -- for employees who work five (5) days between July 1st and July 10th each year

Section 2. Floating holidays will be requested five (5) working days in advance of the anticipated day off and are subject to approval by management. In the case of multiple requests for the same day, seniority will prevail.

Section 3. An employee who does not work on one of the holidays shall be paid for the date at the employee's regular straight time hourly rate of pay times that employee's average daily regularly scheduled number of hours. Employees shall be paid for holidays which fall during scheduled layoffs.

Employees will be paid for paid holidays in the first payroll period immediately after the layoff period.

Section 4. An employee who does work on one of the holidays shall receive double time (2x) pay, which shall include his/her holiday pay for all hours worked.

Section 5. An employee who normally works in more than one (1) job classification shall be paid holiday pay at the highest rate of hourly pay normally received.

Section 6. An employee working at a temporarily upgraded rate of pay on a holiday shall receive holiday pay at the temporarily upgraded higher rate; an employee who does not work on a holiday, but works the day before and the day after at a temporarily upgraded higher rate of pay, shall be paid for the holiday at a temporarily upgraded higher rate. The Employer agrees not to employ casual labor to circumvent the provisions of this Article.

Section 7. All available holiday schedules shall be posted. Work on holidays shall be offered by seniority. If insufficient staffing results, the Employer may require employees to work in order of reverse seniority.

Section 8. In order to be eligible for holiday pay, an employee must work the last scheduled shift before the holiday and the first scheduled shift after the holiday, unless properly excused.

Section 9. Unused Floating holidays will be paid out in lieu of time-off at the end of the academic year.

ARTICLE 19 – PAID VACATION

Section 1. Employees terminated by Chartwells on or about June 30, 2020 who were hired by Sodexo between August 1, 2020 and August 31, 2020, will have their past service with Chartwells credited for eligibility for paid vacation.

Each regularly scheduled employee on his/her anniversary dates shall be annually entitled to the following vacation with full pay for their regularly scheduled number of hours per week.

Vacation shall be determined based on length of service as follows:

Completed years of service	Weeks of Vacation
One (1) year	One (1) week
Two (2) years	Two (2) weeks
Six (6) years	Three (3) weeks
Ten (10) years	Four (4) weeks
Eighteen (18) years	Five (5) weeks
Twenty-five (25) years	Six (6) weeks

Section 2. Eligible employees who terminate for any reason whatsoever after having completed six (6) months or more of service shall be paid for accrued vacation on a pro rata basis.

Section 3. Vacation pay shall be calculated on the average number of scheduled hours during the current academic year. Employees on a medical leave of absence of three months or less duration shall not have their vacation accrual reduced.

Vacation pay shall accrue to all eligible employees as services are rendered and shall be considered wages.

The amount of paid vacation earned as of Christmas break will be one-half of an employee's total annual vacation entitlement. The amount of paid vacation earned as of Spring break will be three-quarters of an employee's total annual vacation entitlement. The amount of paid vacation earned as of the end of the academic year in May will be an employee's total annual vacation entitlement.

As an example of the foregoing, if an employee is eligible for four (4) weeks of paid vacation each year, the maximum amount of paid vacation days an employee would have earned as of Christmas break would be two (2) weeks; the maximum amount of paid vacation days an employee would have earned as of Spring break would be three (3) weeks; and an employee would have earned four (4) weeks of paid vacation as of the end of the academic year in May.

Further, the number of vacation days that may be taken during the Christmas break and Spring break may not exceed the number of days an employee would have worked had the school not been closed.

If an employee wishes to take earned paid vacation during Christmas break or Spring break, the employee must notify the General Manager, in writing, at least four (4) weeks prior to the last day of scheduled work prior to the beginning of the Christmas break and/or Spring break. One week of requested paid vacation in these circumstances will be included in a regular weekly payroll check. The number of weeks where one week of paid vacation is included with a regular weekly payroll check of regular wages will be based on the number of weeks of paid vacation that the employee has earned and has requested. For example, an employee is eligible for two weeks of paid vacation. The employee will receive one week of paid vacation included in the weekly paycheck for regular wages in the last two weekly paychecks an employee receives prior to Christmas break. For Spring break an employee would receive one week of paid vacation included in the last weekly paycheck for regular wages an employee receives prior to Spring break.

All unused earned paid vacation will be paid out to employees each year at the end of the academic year in May.

Prior to March 15th of each year, employees will notify the General Manager which of the following three options they have selected to receive this payout:

Option #1. One week of paid vacation will be included in a regular weekly payroll check with regular wages. The number of weeks where one week of paid vacation is included with a regular weekly payroll check of regular wages will be based on the number of weeks of paid vacation that the employee has earned and has requested. This option will occur in the appropriate number of weeks prior to the layoff at the end of the academic year so that the final check of this option occurs in the paycheck that employees receive two (2) weeks before their last day worked. For example, if an employee is to receive four weeks of paid vacation in consecutive week checks, the first week of paid vacation will occur in the paycheck that is six (6) weeks prior to their last day worked.

Option #2. All unused earned paid vacation will be paid out in a separate check at least two (2) weeks prior to the end of the academic year in May.

Option #3. At the end of the academic year, employees will continue on payroll until unused earned paid vacation is paid out weekly in the weeks following the last paycheck they receive for regular wages.

Employees who elect Option #2 above, may also, if they so designate by March 15th, receive unused floating holidays, Personal Day and sick days in the same check as the payout for unused earned paid vacation. Employees who choose this option will receive all of their unused paid time off paid out in one separate check two weeks prior to the end of the academic year in May.

In an employee is permanently laid off at any time during the academic year (not seasonal layoffs at Christmas break, Spring break and summer layoff at the end of the academic year) paid vacation earned will be pro-rated based on the days actually worked prior to the layoff as a percentage of the total number of days an employee would have worked if employed for the entire academic year. For example, if there are 160 workdays in the academic year, and the employee works 40 days prior to their permanent layoff, then the employee would receive 25% of their annual vacation entitlement.

Employee will not be permitted to receive both regular pay for a day worked, and vacation pay for the same day, except as otherwise provided for above.

Section 4. When a holiday falls during the vacation period, the employee shall be entitled to holiday pay for that day(s). Insofar as possible, employees shall take vacations during school shutdowns. Employees who voluntarily quit will be expected to give two (2) weeks' notice of their intent to terminate their employment.

Section 5. All earned unused paid vacations will be paid out to employees at the end of each academic year in May in a separate paycheck two (2) weeks prior to summer layoff. Year-round employees will have unused vacation paid out on or about August 15th each year.

ARTICLE 20 – PAID SICK LEAVE

Section 1. All employees shall be allotted six (6) days paid sick leave per academic year, which will be credited to employees on September 1st of each year.

Employees who work six (6) or more weeks in the summer will receive one additional paid sick day, for a total of seven (7) paid sick days, with the extra paid sick day available to be used during the summer.

New employees will not receive any paid sick days until they complete ninety (90) days of service, at which time they shall accrue paid sick leave at the rate of one (1) day per month for each month worked, not to exceed six (6) days in any academic year.

Section 2. At the end of each academic year in May, employees will be paid in full (at their current rate of pay) for unused sick days earned during that year in the final paycheck prior to summer layoff.

Section 3. Sick leave shall be usable for absence from work for any of the following reasons:

1. Illness of the employee, spouse or child.
2. An employee or dependent's medical or dental appointments which cannot be made outside working hours.
3. An employee's medical leave of absence.

Section 4. The Employer may require medical certification substantiating sick leaves of absence of five (5) or more consecutive workdays.

Section 5. No employee's seniority or benefits shall be affected in any way on account of an absence for medical reasons, whether paid or unpaid, for a period of three (3) months. After three (3) months, all benefits, excluding insurance, shall be pro-rated.

Section 6. An employee who is taken ill at work, and who leaves work, may be entitled to use paid sick leave to maintain a full day's pay at the employee's request, which shall be calculated at the rate of one-half (1/2) day's sick leave used for an absence of one-half (1/2) the employee's regular shift or less, and one (1) day's sick leave used for an absence of more than one-half (1/2) the employee's regularly scheduled shift.

Section 7. The Company will work with the Recognition Committee to create an awards program for perfect attendance.

ARTICLE 21 –FUNERAL LEAVE

Section 1. All regularly scheduled employees shall be entitled to three (3) working days paid leave in the event of a death in the immediate family, which shall be defined as spouse, child, brother sister, parent, grandparent, grandchild or current mother-in-law current father-in-law, current sister-in-law, or current brother-in-law.

All regularly scheduled employees shall be entitled to one (1) working day paid leave in the event of a death of an aunt, uncle, niece, or nephew. Employees may utilize current accrued sick leave days and/or paid vacation time in the event an additional day or two of funeral leave is needed.

Section 2. In addition, any employee shall be granted reasonable unpaid bereavement leave.

ARTICLE 22 – INSURANCE

Section 1. Trust Language

The Employer agrees to contribute for each employee covered by this Agreement to UNITE HERE HEALTH ("Fund") for the purpose of providing health and welfare benefits under the UNITE HERE HEALTH Food Service Plan Unit II ("FSP II"), or such new, merged or consolidated plan units as may be adopted by the Trustees. Said contributions shall be submitted electronically together with an electronic report of the employee data required by the Fund in the format prescribed by the Fund, no later than the fifteenth (15th) day of the month preceding the month of coverage.

In addition to providing the monthly report and payment set forth above, the Employer must report to the Fund, by no later than 10am on the last business day of the month, any changes in the status of an employee that may affect that employee's coverage (for example, terminations, layoffs, new hires and newly eligibles). Since the Fund generally cannot rescind coverage, if the Employer fails to timely report a change that would otherwise terminate coverage, the Employer must pay the entire contribution for that employee (including any co-premium normally paid by the employee) for each additional month until the status change is reported to the Fund. If the Employer timely reports a change that would otherwise terminate coverage, the Employer will receive a credit for any applicable monthly payment submitted during the month of change.

The Employer agrees to submit the electronic payments and reports in a format approved by the Fund or directly via the Fund's online system. The parties acknowledge that an Excel spreadsheet with the required data fields and payment via ACH are approved formats. The Union and Employer acknowledge that the Employer's late report may result in a delay in the benefits of otherwise eligible employees.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust ("Trust Agreement") of the Fund as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees named in said Trust Agreement as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Trust Agreement, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

Section 2. General Provisions

The Employer shall contribute to the Fund for all eligible employees. An eligible employee is defined as an employee who meets the following criteria:

- (a) Is regularly scheduled to work twenty (20) or more hours per week;
- (b) Is employed in a classification covered by the collective bargaining agreement;
- (c) Has elected and signed up for health and welfare benefits coverage on a timely basis with the exception that all employees will automatically be enrolled in Single coverage if they do not elect/sign up for another coverage tier.
- (d) Is actively employed or on seasonal layoff.

The Employer will begin making contributions to the Fund for eligible employees upon the earlier of:

- (a) the first of the month following two (2) months of employment; or
- (b) completion of one thousand and twenty (1,020) hours of service.

The following classes of employees shall be eligible for contributions to the Fund: Baker, 1st Cook, 2nd Cook / Breakfast Cook, Grill Cook, Cook’s Helper / Pizza Cook, Cold Food, Cold Food Lead, Storeroom / Receiving, Food Service Worker / Cashier, Utility, Dish Room Supervisor, Catering, On-the-Go, Catering Lead, C-Store Employee, C-Store Lead, Barista.

Section 3. Monthly Contributions

The Employer shall contribute the sums stated below for each eligible employee.

(A) Medical

Platinum PPO Medical – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single+ Child(ren)</u>	<u>Family</u>
1/1/21	\$830.63	\$1,771.53	\$1,385.54	\$2,460.47

Gold Plus PPO Medical will replace Platinum PPO effective 5/1/2021 – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
05/01/2021	\$674.88	\$1,439.34	\$1,125.74	\$1,999.10
01/01/2022	\$685.00	\$1,460.93	\$1,142.62	\$2,029.09
01/01/2023	Increase in premiums as determined by the Fund			
01/01/2024	Increase in premiums as determined by the Fund			
01/01/2025	Increase in premiums as determined by the Fund			

If, in any contract year during the term of this Agreement, the Unite Here Health Fund publishes a premium rate increase for Food Service Plan II Gold Plus PPO medical plan that is six-and-one-quarter percent (6.25%) or greater (not inclusive of any surcharge or similar item), as compared to the prior contract year, then the parties agree to immediately meet and discuss upon the request of the Employer.

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(B) Dental

Dental PPO – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
01/01/2021	\$32.30	\$79.70	\$76.96	\$110.73

Dental HMO will replace Dental PPO effective 5/1/2021 – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
05/01/2021	\$15.45	\$38.13	\$36.81	\$52.97
01/01/2022	\$15.68	\$38.70	\$37.36	\$53.77
01/01/2023	Increase in premiums as determined by the Fund			
01/01/2024	Increase in premiums as determined by the Fund			
01/01/2025	Increase in premiums as determined by the Fund			

(C) Vision

Vision Plus – Monthly Rates

<u>Effective Date</u>	<u>Single</u>	<u>Single + Spouse</u>	<u>Single + Child(ren)</u>	<u>Family</u>
01/01/2021	\$6.86	\$12.46	\$13.07	\$20.18
01/01/2022	\$6.97	\$12.65	\$13.27	\$20.48
01/01/2023	Increase in premiums as determined by the Fund			
01/01/2024	Increase in premiums as determined by the Fund			
01/01/2025	Increase in premiums as determined by the Fund			

(D) Life and AD&D

The Employer will submit Life and AD&D contributions to the Fund for all eligible employees, including those who decline Medical coverage, at the following monthly rates.

Life and AD&D (\$10,000/\$10,000) – Monthly Rates

<u>Effective Date</u>	<u>Single</u>
01/01/2021	\$1.90
01/01/2022	\$1.90
01/01/2023	Increase in premiums as determined by the Fund
01/01/2024	Increase in premiums as determined by the Fund
01/01/2025	Increase in premiums as determined by the Fund

(E) Short Term Disability

The Employer will submit Short Term Disability contributions to the Fund for all eligible employees, including those who decline Medical coverage, at the following monthly rates.

Short Term Disability (\$400/up to 26 weeks) – Monthly Rates

<u>Effective Date</u>	<u>Single</u>
01/01/2021	\$26.20
01/01/2022	\$19.65
01/01/2023	Increase in premiums as determined by the Fund
01/01/2024	Increase in premiums as determined by the Fund
01/01/2025	Increase in premiums as determined by the Fund

(F) Effective January 1, 2023 through the expiration of this Agreement, the Employer agrees to contribute the contribution rates necessary for the above-mentioned options, as determined by the Fund, to sustain benefits. The parties agree and understand that if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer's participation pursuant to the Fund's Minimum Standards.

Section 4. Employee Co-premium: Effective January 1, 2021 and throughout the term of this Agreement, the Employer will pay one hundred percent (100%) of the cost of the premiums for all levels of coverage – that is, there will be no employee co-premium regardless of the level of coverage that the employee selects. This applies to all Food Service Plan II options mentioned in Section 4 above.

An employee must actively enroll in coverage when eligible to do so in order to receive medical insurance coverage. However, employees who do not actively enroll in coverage will automatically be enrolled in Single coverage. The Employer agrees to remit contributions for all employees automatically enrolled.

Section 5. The Employer will continue to make monthly contributions on behalf of eligible employees who are on seasonal layoff (that is, Christmas break, Spring break, summer layoff).

Section 6. Employee Waiver – Medical and Vision. Considering that there is no employee co-premium for one or more levels of coverage, employees who do not enroll in coverage will automatically be enrolled in Single coverage. The Employer agrees to remit contributions for all employees automatically enrolled.

An employee must waive coverage if he or she is covered by the Employer as a dependent under a family member's Plan election with the Fund, **meaning a spouse, or parent who is also employed in this bargaining unit and eligible for the Fund's Plan contributions.** The parties agree that it will be the Employer's obligation to monitor the process and that the employees must notify the Employer if he or she is covered under another family member's election. The parties further agree that the Employer will immediately provide the Fund with written notification of any employee for whom it is not required to contribute for under this provision. Contributions for such employee would cease the first of the month following the date of such notice to the Fund. Such employee will not be able to enroll again until the next annual open enrollment period, or if he or she has a qualifying life event under HIPAA.

Thereafter, the Employer would not be required to remit contributions and no coverage will be provided for such employees due to the fact that they are covered under a family member's Plan election of the Fund.

Section 7. Election, Enrollment and Waiver.

The parties agree that employees cannot waive coverage in exchange for wages or some other type of benefit.

There will be an annual Open Enrollment period each year. The parties agree that an employee may only change his or her enrollment election during the Open Enrollment period of each year of the Agreement or such other times as allowed by applicable federal law. An employee who enrolls in coverage will automatically be enrolled in the same level of coverage each subsequent enrollment period, unless he or she elects to change their level of coverage during Open Enrollment.

Eligible employees who wish to enroll in the Plan shall do so in accordance with the Fund's policies, including but not limited to, signing an Election Form or enrolling telephonically. The Employer is required to keep a copy of either the telephonic confirmation letter or signed election form, as applicable. Such form shall be retained with the employee's file and made available to the Fund upon request.

Section 8. Mandatory Health Care Meetings

The Employer and the Union are jointly committed to maintaining quality and affordable health care for all bargaining unit members. To that end, the parties have agreed to the following proactive training program in order to ensure that covered individuals are made aware of the most effective way to utilize the benefits in an effort to maximize quality and control costs.

- a) The Employer will call a mandatory employee meeting within ninety (90) days of the signing of this CBA, or at a later time by mutual agreement with the Union;
- b) Each year thereafter, the Employer shall call a mandatory employee meeting within ninety (90) days of open enrollment, or at a later time by mutual agreement with the Union;
- c) Such meeting shall be no less than thirty (30) minutes, but may be added to the beginning or end of an existing mandatory employee meeting;
- d) Only those employees who are eligible to participate in the UNITE HERE HEALTH Food Service Plan will be required to attend;
- e) Employees attending such meeting will be paid at their normal hourly rate;
- f) The meeting will be run by staff from UNITE HERE HEALTH and/or the Union.
- g) The General Manager and/or local Human Resources Representative will attend this meeting in order to better be able to answer any questions they may receive from employees;
- h) The General Manager and/or local Human Resource Representative and Local Union Representative will coordinate to determine if the location needs to have one mandatory meeting or multiple meetings to accommodate differing days off and/or shifts.

Section 9. Healthcare Flexible Spending Account. Employees enrolled in the medical insurance described in Section 4(a) of this article, will receive a lump sum payment of Four Hundred and Fifty Dollars (\$450.00) (less standard legal deductions) effective September 1, 2021 in lieu of a flexible spending account.

If either the Employer or Unite Here Health Fund is able to establish a tax-advantaged flexible spending account by January 1, 2022 or by January 1st of any year thereafter, then employees enrolled in medical insurance would receive a Four Hundred Dollar (\$400.00) flexible spending account each January 1st to be used during that calendar year.

Until such time as a flexible spending account is established, employees enrolled in medical insurance will receive a a lump sum payment of Four Hundred and Fifty Dollars (\$450.00) (less standard legal deductions) payable on September 1st in any calendar year where a flexible spending account is not available to employees.

Section 10. Sodexo Credit Union. Marriott Employees' Federal Credit Union will be available to all employees. Employees participating may have automatic payroll deductions made from their paychecks for deposit to the credit union.

ARTICLE 23 – WAGES

Section 1. Wage rates shall be in accordance with the attached Appendix “A”, which is hereby incorporated herein.

Section 2. If any new bargaining unit job classifications are created by the Employer during the life of this Agreement, the Employer shall meet with the Union to negotiate the contract rate of pay.

Section 3. Employees will be required to perform a higher paid job in the event of an emergency. Such employees shall be paid at the higher rate of pay for all such work. In the event of a bona fide emergency, employees required to perform a lower paid job shall maintain their regular rate of pay.

Section 4. Where reasonably possible, payroll shortages of seventy-five dollars (\$75.00) or more caused by a Company error shall be reimbursed by Money Order by Friday 4:00 p.m. Shortages of paycheck less than seventy-five dollars (\$75.00) will be processed on the employee's next paycheck.

Section 5. Employees shall be paid weekly on Thursday after 2:00 p.m.

ARTICLE 24 - GENERAL PROVISIONS

Section 1. Bargaining unit work shall be performed by bargaining unit personnel only, except for the purposes of training, introducing new methods and procedures and emergencies.

The Employer shall not subcontract any portion of its operations that will result in a lay off or loss of hours among bargaining unit members. In the context of this section, subcontracting is understood by the parties not to include the Employer's right to plan the menu and the means and methods to produce and serve it, as provided in Article 4, but does refer to all operations that continue to be run on the SCSU campus.

Section 2. Except in the event of a bona fide emergency, employees shall only do the work customarily performed by their job classifications and shall not be disciplined in any manner whatsoever for refusal to work out of classification.

Section 3. All employees shall be provided with sufficient supplies and equipment to perform their work.

Section 4. All new employees shall be given sufficient training before being required to carry a full load.

Section 5. No employee shall be forced to work substantially beyond the end of his or her scheduled shift. However, employees will be expected to work reasonable overtime when requested.

Section 6. Employees shall not be required to do seasonal cleanup work within their regularly scheduled hours unless they are relieved of their normal duties. Employees needed for seasonal cleanup will be chosen from a voluntary sign-up sheet by seniority. If an insufficient number of employees volunteer for such work, they will be scheduled according to inverse seniority. Employees doing such work will be paid the regular rate of pay for the work being performed.

Section 7. Upon request, the Employer shall spell out the line of supervision for any employee.

Section 8. Employees who work banquets shall be paid their usual rate of pay, including overtime, if applicable. Banquet work shall be offered by seniority.

Section 9. Employees shall be permitted to wear union buttons or insignia at work. Such buttons or insignia shall be of normal size and shall be fastened securely

Section 10. Union Stewards shall be provided with a place to keep Union contracts.

Section 11. There shall be a Labor-Management Committee made up of Union Stewards and management. The meetings will be monthly unless the parties mutually agree otherwise. Meeting participants shall be paid by the Company.

The parties acknowledge that to facilitate a productive work environment and fair working conditions there must be effective methods of dispute resolution between the Employer, its employees, and their Union representatives.

In order to facilitate improved communication and dispute resolution, the parties, by mutual agreement, may request the services of the Federal Mediation and Conciliation Service to assist with the labor-management process.

The Labor-Management Committee shall establish a sub-group of up to three (3) members from the Union participants (of the Labor-Management Committee) to meet monthly and develop advisory plans to increase efficiency through recycling, purchasing locally grown foods and products, and other methods for reducing the operations' carbon foot print, increase productivity and reduce waste without reducing employees' wages and benefits.

If the Employer is contemplating the implementation of new technology, it will be discussed with the Union at a labor-management committee meeting prior to implementation.

Section 12. Employees shall have the right to review their personnel file at a reasonable time scheduled with the Employer that is outside of the employees' working hours.

Section 13. The privacy of all employees will be respected.

ARTICLE 25 – SUCCESSORS AND ACCRETIONS

Section 1. This agreement shall be binding upon the successors and assigns of the parties, and no provisions, terms or obligations herein shall be affected, modified, altered or changed in any respect by any change in the legal status, ownership, or management of Sodexo at Southern Connecticut State University (e.g.: if another management company were to acquire Sodexo), the Employer shall be liable for the insertion of these obligations into a bill of sale or other instrument of transfer. The above clause shall have no effect on any other operation of Sodexo, other than on the campus of Southern Connecticut State University.

Section 2. In the event of the expansion of any of the Employer's Food Service operations on the campus of Southern Connecticut State University, the terms and conditions of this Agreement shall be applied to the employees in such expanded food service operations.

Section 3. In the event of the Employer's bankruptcy or termination of its operations at Southern Connecticut State University, for any reason whatsoever, all funds owed to or accrued by the employees and all funds owed by the Employer to the Union on behalf of the employees shall be deemed trust funds, and the Employees and the Union shall have first and prior lien on all such funds.

ARTICLE 26 – JURY DUTY AND MILITARY SERVICE PAY

Section 1. Employees who are subpoenaed for jury service shall be paid for time lost as a result of jury duty at their regular rate of pay. Employees shall remit to the Employer any pay received from any other source for such jury duty, if it is less than jury duty pay received from the Employer.

Section 2. The Employer shall pay the difference between Military Service pay and an employee's earnings for lost time from scheduled work due to time spent in the two (2) week active duty (not including weekend duty). If the employee works a fluctuating schedule, the Employer shall calculate the differential pay on the average earnings for the previous twelve (12) months.

ARTICLE 27 – NO STRIKE / NO LOCKOUT

Section 1. The Union shall not strike during the term of this Agreement. The Employer shall not lock out its employees or any group of its employees during the term of this Agreement.

Section 2. No employee shall be required to cross any picket line which any labor organization may establish at the Employer's premises, nor shall any employee be disciplined in any way whatsoever for failure to cross such a picket line.

ARTICLE 28 – CONFLICT OF LAWS

In the event that any of the provisions of this Agreement are found to be in conflict with any valid federal or state law now existing or hereafter enacted, it is agreed that such law shall supersede provisions or they shall be renegotiated without in any way affecting the remaining provisions.

ARTICLE 29 – PENSION

Section 1. The Employer agrees to contribute for each employee covered by this Agreement the sums stated below to the UNITE HERE Retirement Fund (UHRF) for the purpose of providing pension benefits under the UNITE HERE Retirement Pension Plan, or such new merged or consolidated plan as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Fund, on the format prescribed by the Trust Fund, no later than the fifteenth (15th) day of the month following the month of which contributions are to be made.

Section 2. The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of that said UNITE HERE Retirement Fund (UHRF) as may, from time to time, be amended, and they do hereby irrevocable designate as their respective representative on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules or procedures established by

the Trustees, shall be null and void. Nothing in this Article will alter the contribution amounts, method or timing of payment agreed to in this collective bargaining agreement.

Section 3. Pursuant to the provisions of the Adjustable Pension Plan that was adopted by the Trustees at their June 5, 2014 Board meeting, the annual Rehabilitation Plan contribution rate increases are based on an increase of 4.56%.

The minimum contribution rates noted below were calculated using 4.56%:

Effective Date	Rates for all employees excluding casual and temporary employees
Effective 8/21/2020	\$2.73 for all hours worked
Effective 6/1/2021	\$2.85 for all hours worked + \$0.20 per hour per rehab plan = \$3.05
Effective 6/1/2022	\$2.98 for all hours worked + \$0.20 per hour per rehab plan = \$3.18
Effective 6/1/2023	\$3.12 for all hours worked + \$0.20 per hour per rehab plan = \$3.32
Effective 6/1/2024	\$3.12 for all hours worked + \$0.20 per hour per rehab plan = \$3.32
Effective 6/1/2025	\$3.12 for all hours worked + \$0.20 per hour per rehab plan = \$3.32

Section 4. This Agreement shall not relieve the Employer from complying with any other requirements that have been or may be established by the Trustees for continued participation in the Fund upon execution of a collective bargaining agreement.

Section 5. The Employer agrees to make available to the Fund any and all records of employees hired, classification of employees, names, social security numbers, date of hire, rate of pay and hours worked, that the Fund may require in connection with the sound and efficient operation of the Fund.

ARTICLE 30 – PERSONAL DAYS

Employees will receive an unpaid day off to conduct personal business, provided the employee gives proper notice and has the manager's permission. Proper notice requires that the employee give such notice at least one (1) week in advance, except in the case of an emergency.

ARTICLE 31 – CATERING

Section 1. During the academic year, the Employer shall maintain a catering wheel. The Employer will maintain the forty (40) hour catering lead position during the non-academic calendar that will be available for other assigned duties when sufficient catering work is not available.

Section 2. Employees shall be given the opportunity to sign up for the catering wheel at the beginning of each school semester. The catering wheel shall begin with the most senior volunteer. Catering functions requiring staff beyond the regular catering staff shall be staffed from the catering wheel. If an employee refuses to work a catering function offered to them, is otherwise scheduled to work or unavailable they shall be considered to have worked for the purpose of rotation. All other language referring to catering shall be considered part of this Article.

ARTICLE 32 – LONGEVITY PAY

Section 1. Employees who have been continuously employed will receive annual lump sum payments (less standard legal deductions), as follows:

<u>Years of continuous Employment</u>	<u>Lump Sum Amount</u> <i>(less standard legal deductions)</i>
10 years through 14 years	\$100.00 each year
15 years through 19 years	\$150.00 each year
20 years through 24 years	\$250.00 each year
25 years through 29 years	\$350.00 each year
30 years and each year thereafter	\$400.00 each year

Section 2. Effective September 1, 2020, employees with anniversary dates between August 1, 2020 and December 31, 2020 will receive the Longevity pay due them in a separate paycheck closest to December 1st. Employees with anniversary dates between January 1, 2021 and July 31, 2021 will receive the Longevity pay due them in a separate paycheck closest to May 1st.

ARTICLE 33 – RESPECT

It is the purpose and intent of the parties hereto that this Agreement shall promote a harmonious relationship between the Employer and the employees. The parties agree to treat each other with dignity and respect and work as a team.

ARTICLE 34 -- 401(k) SAVINGS PLAN

Section 1. Eligibility. Effective January 1, 2022, the Employer agrees to become a participating Employer in the Unite Here Retirement Fund's National Plus Plan (hereinafter called the "Plan"), for employees in the bargaining unit covered by this Agreement.

Eligible employees will be those who are regularly scheduled to work twenty (20) hours or more per week, and who have been employed ninety (90) days or more as of the first of any calendar month.

The "Plan" is a defined contribution plan as described by ERISA, and is commonly known as a 401(k) plan. The "Plan" is intended to comply with Section 404(c) of ERISA and the underlying regulations.

Section 2. Contributions. The Employer will not make contributions to the Plan on behalf of any employee.

Section 3. Participation. In order to participate in the National Plus Plan an employee must satisfy the following criteria:

1. An employee must be a covered employee as described in Section 1 of this Article.
2. An employee must have enrolled in the "Plan" and elected to make voluntary contributions to the "Plan" on a whole percentage basis through payroll deduction.

ARTICLE 35 – IMMIGRATION RIGHTS

Section 1. The Employer agrees to work with all legal immigrants to provide the opportunity to gain extensions, continuations or other status required by the Immigration and Naturalization Service without having to take leave of absence. If a leave of absence is necessary, the Employer agrees to give permission for the employee to leave for a period of up to sixty (60) calendar days and return the employee to work with no loss of seniority. All of the above shall be in compliance with existing laws. Benefits shall not continue to accrue under this or any leave except as required by law.

Section 2.

a) No employee covered by this agreement shall suffer any loss of seniority, compensation, or benefits due to any changes in the employee's name or social security number, provided that the new social security number is valid and the employee is authorized to work in the United States. The Employer shall not take action against an employee solely because the employee is subject to an immigration proceeding where the employee is otherwise permitted to work.

b) In the event that an employee has a problem with his or her right to work in the United States after completing his or her probationary period, the Employer shall notify the Union in writing prior to taking any action, and upon the Union's request, received by the Employer within forty-eight (48) hours of the Employer's notice to the Union, the Employer agrees to meet with the Union to discuss the nature of the problem to see if a resolution can be reached.

c) In the event that the Employer receives notice from the Social Security Administration ("SSA") that one or more of the employee names and Social Security numbers ("SSN") that the Employer reported on the Wage and Tax Statements (Forms W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:

1. The Employer agrees that it will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee, solely as a result of the no-match letter.
2. The Employer agrees that it will not require employees listed on the notice to complete new I-9 form, or provide new or additional proof of work authorization or immigration status, solely as a result of the receipt of a no-match letter, and
3. The Employer agrees not to contact the SSA or any other governmental agency, solely as a result of receiving a no-match from the SSA.

d) Seniority for immigration related issues.

1. In the event that an employee is not authorized to work in the United States following his or her probationary period and his or her employment is terminated for this reason, and the employee subsequently corrects the problem within twenty-four (24) months, the employee shall be rehired into the next available position and seniority reinstated, at a rate including any raises he/she would have received in the interim. The parties agree that this provision does not apply to circumstances wherein the employee has falsified Company documents.
2. If the employee needs additional time to obtain his work authorization, the Employer will rehire the employee into the next available opening in the employee's former classification, as a new hire without seniority, upon the employee providing proper work authorization within a maximum of twenty-four (24) additional months. The parties agree that such employees would be subject to a probationary period in this event.

3. The Employer will furnish a personalized letter stating the employee's rights and obligations under this Section to any employee terminated because he/she has not provided adequate proof he/she is authorized to work in the United States.

e) Workplace immigration enforcement. The Employer shall:

1. Unless objected to by the affected employee, notify a representative of the Union as soon as practical if the Employer receives a no-match letter from the Social Security Administration, or is contacted by the Department of Homeland Security (DHS) (formerly INS) related to the immigration status of an employee covered by this Agreement of if a search and/or arrest warrant, administrative warrant, subpoena, or other request for documents is presented in order that the Union can take steps to protect any rights of its members. The Union agrees that it shall keep confidential any information it obtains pursuant to this provision and that it will use any such information solely to represent and/or assist the affected employee(s) in regards to the DHS matter.

2. Permit inspection of I-9 forms by DHS or DOL. The Employer also shall permit inspection of I-9 forms where a DHS search and/or arrest warrant, administrative warrant, subpoena or other legal process signed by a federal judge or magistrate specifically names employees or requires the production of I-9 forms.

3. To the extent legally possible, the Employer shall offer a private setting for questioning of employees by DHS.

f) Re-verification of status

1. No employee employed continuously on or before November 6, 1986, shall be required to document immigration status.

2. The Employer shall retain in its files copies of the identity and work authorization documents presented by the employee.

3. The Employer shall not require or demand proof of immigration status, except as may be required by 8 USC § 1324a (1)(B) and listed on the back of the I-9 form or as otherwise required by law.

4. If reverification is required by law when a document used to prove authorization to work expires, the employer shall, whenever possible, provide the Union and the employee at least one hundred and twenty (120) day advance notice.

Section 3. In the event that the Employer is served with a validly executed INS Search or Arrest warrant, the Employer shall, to the extent legally possible, arrange for a questioning of employees to occur in as private a setting as possible in the workplace.

Section 4. The Union and the Employer agree that this Agreement shall not be interpreted to cause or require the Employer to violate IRCA, 8 USC § 1324a or any other applicable law. Except as required by law the Employer agrees not to permit any non-government entity to conduct an audit or inspection of its I-9 forms or personnel records.

Section 5. Paid Citizenship Holiday. On the day that an employee is sworn in as a U.S. citizen, the employee will be excused from work and will be compensated for normally scheduled time, if any, at the employee's regular hourly rate of pay.

Section 6. Unpaid Leave. An Employee that submits a request at least ten (10) days in advance shall be released for a period not to exceed a total of five (5) unpaid working days during the term of this Agreement in order to attend Bureau of Citizenship and Immigration Services (BCIS) proceedings and any related matters of the employee or members of his or her family the employee is seeking to bring to the United States. Immediate family shall be defined as parent, current spouse, domestic partner, grandparent, child, stepchild, sibling and parent-in-law. The Employer may request verification of such absence.

ARTICLE 36 – TEMPORARY TRANSITIONAL DUTY PROGRAM

Section 1. In order to facilitate the return to work of an employee who has suffered an on-the-job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days. Such assignment will be compensated at the employee's regular hourly rate of pay.

Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union seven (7) calendar days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to seven (7) calendar days, during which time the parties will meet (in person or by telephone or by "Zoom" or a similar platform) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

Section 3. No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.

Section 4. Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee, nor shall any employee be required to accept an offer of a Temporary Transitional Duty assignment. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the Company and the Union.

Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law.

ARTICLE 37 – DURATION

This Agreement is **effective January 1, 2021** and shall continue in full force and effect **through and including May 31, 2025**, and then from year to year unless written notice of desire to amend or terminate is served by either party upon the other at least sixty (60) days prior to such date or subsequent anniversary date.

SIGNED ON BEHALF OF:

**SDH Education East, LLC
Sodexo Campus Services at
Southern Connecticut State University
New Haven, CT**

Harold J. Taegel
Harold J. Taegel (Jun 25, 2021 11:04 EDT)

Harold J. Taegel
Senior Director, Labor Relations

Michael Ward
Michael Ward (Jun 27, 2021 11:06 EDT)

Michael Ward
Senior Vice President

Date: _____

SIGNED ON BEHALF OF:

UNITE HERE Local 217

Constance Holt
Constance Holt (Jun 25, 2021 12:59 EDT)

Connie Holt
Secretary-Treasurer

Date: _____

SCHEDULE "A" – CLASSIFICATIONS AND WAGES

Section 1. The minimum hourly rates of pay ("contract rate of pay") shall be as follows:

CLASSIFICATION	Effective 01/01/21	Effective 07/01/21	Effective 01/01/22	Effective 01/01/23	Effective 01/01/24	Effective 01/01/25
Baker	\$25.03	\$25.33	\$25.88	\$26.43	\$26.98	\$27.58
1 st Cook	\$24.93	\$25.23	\$25.78	\$26.33	\$26.88	\$27.48
2 nd Cook / Breakfast Cook	\$23.97	\$24.27	\$24.82	\$25.37	\$25.92	\$26.52
Grill Cook	\$23.65	\$23.95	\$24.50	\$25.05	\$25.60	\$26.20
Cook's Helper / Pizza Cook	\$23.48	\$23.78	\$24.33	\$24.88	\$25.43	\$26.03
Cold Food	\$23.48	\$23.78	\$24.33	\$24.88	\$25.43	\$26.03
Cold Food Lead	\$23.98	\$24.28	\$24.83	\$25.38	\$25.93	\$26.53
Storeroom / Receiving	\$23.53	\$23.83	\$24.38	\$24.93	\$25.48	\$26.08
Food Service Worker / Cashier	\$23.23	\$23.53	\$24.08	\$24.63	\$25.18	\$25.78
Utility	\$23.23	\$23.53	\$24.08	\$24.63	\$25.18	\$25.78
Dish Room Supervisor	\$23.63	\$23.93	\$24.48	\$25.03	\$25.58	\$26.18
Catering	\$23.93	\$24.23	\$24.78	\$25.33	\$25.88	\$26.48
On-the-Go	\$23.93	\$24.23	\$24.78	\$25.33	\$25.88	\$26.48
Catering Lead	\$24.43	\$24.73	\$25.28	\$25.83	\$26.38	\$26.98
C-Store Employee	\$23.13	\$23.43	\$23.98	\$24.53	\$25.08	\$25.68
C-Store Lead	\$23.70	\$24.00	\$24.55	\$25.10	\$25.65	\$26.25
Barista	\$23.48	\$23.78	\$24.33	\$24.88	\$25.43	\$26.03

Section 2. Employees above the classification rate of pay. Employees who are above the rate of pay for their classification will be "red-circled" and will receive the following general wage increases:

Effective January 1, 2021	\$0.30 per hour
Effective July 1, 2021	\$0.30 per hour
Effective January 1, 2022	\$0.55 per hour
Effective January 1, 2023	\$0.55 per hour
Effective January 1, 2024	\$0.55 per hour
Effective January 1, 2025	\$0.60 per hour

Section 3. New Hire Rates of Pay. The minimum hourly rate of pay for newly-hired employees shall be as follows:

Start through first nine (9) months	\$1.00 per hour below above classification rate of pay
Beginning 10 th month through 18 th month	\$0.50 per hour below above classification rate of pay

Section 4. 1st Cook and Baker shall be expected during the life of this agreement to perform training in their respective classification upon the request of the Chef.

Any bargaining unit employee other than 1st Cook or Baker who is assigned to provide training to another bargaining unit employee (regular or student) will receive a one dollar (\$1.00) per hour training premium

Section 5. A Lead in the Adanti Student Center retail coffee operation (Dunkin Donuts) shall receive a \$0.75 per hour premium above the Food Service Worker / Cashier wage rate for all hours paid at the Lead position.

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SCHEDULE "B" – ATTENDANCE POLICY

Attendance Policy

Punctuality and attendance are important factors in individual job success as well as successful operations for Sodexo. When employees are late or absent from work, an unfair burden is placed on the remaining employees and service to our customers.

It is further understood that this policy is intended to address chronic absenteeism or punctuality problems.

Procedure for Reporting Absences or Tardiness

1. Each employee who will be absent from work or who will be late will notify his/her manager as soon as possible, but a minimum of one (1) hour prior to the start of his/her shift. Failure to do so will result in an absence or tardy.
2. Each employee is responsible for reporting his/her own absences or lateness to his/her immediate supervisor, manager in charge, or the voice mail of the supervisor or manager at the time of call-in. Depending on others to report for you unless it is physically impossible to do it yourself is not acceptable.
3. An employee returning to work following five (5) or more consecutive days of absence, except when returning from an approved personal leave, is required to bring a doctor's certification substantiating the ability to return to work.

Reviewing Attendance Records

1. The review of attendance and tardiness records will take into account the previous twelve (12) calendar months. Discipline issued for lateness and absences may not be considered and/or utilized by the Employer after twelve (12) months from the date of the disciplinary action per the collective bargaining agreement, and remaining notices will be reduced by one step. Under such circumstances, any current disciplinary action will be based on the number of disciplinary actions that have occurred in the previous twelve (12) months.
2. Within the guidelines above, disciplinary action will begin on the second occurrence of absence after six (6) paid sick days have been exhausted in any academic year or on the fourth time late or leave early in any academic year.

[NOTE: An "occurrence of absence" is defined as an absence of one (1) day or two (2) or more consecutive days caused by the same problem.]

Events that are documented by a valid doctor's note will not be counted as an occurrence.

Days in which vacation time is used or in which the absence is approved by management shall be considered an excused absence. Available sick leave will be paid for all absences for which sick leave may be used.

Late report-ins that are approved by management shall not be considered days of tardiness.

3. All employees will be given a ten (10) minute grace period for the purpose of determining tardiness.
4. Arriving late after having called in tardy and establishing a new start time with your manager will count as two (2) days of tardiness.

5. The following will not be counted as an "occurrence of absence" under the Attendance program:

- The first six (6) paid days of sick leave used by an employee in an academic year.
- Paid vacation.
- Paid holidays.
- Paid personal days
- Paid funeral leave.
- Paid jury duty.
- Requests for paid or unpaid time off requested and approved at least two (2) weeks in advance.
- Family and Medical Leave Act leave or absence. (Federal and/or CT laws)
- An accommodation under the provisions of the Americans with Disabilities Act.
- Any other absence covered by the Connecticut state sick leave law.

Paid and unpaid time off, except for the foregoing, will be considered an "occurrence of absence".

6. The Employer may require medical certification substantiating sick leave of absences of five (5) or more consecutive workdays.

7. Seniority shall be lost for absence for two (2) consecutive days without notifying the Employer, in which case, the employee shall be considered to have voluntarily quit, except in cases where it is proven the employee was legitimately unable to notify.

8. Employees who need to be absent for compelling reasons other than illness or injury, bereavement leave, or jury duty may use personal leave according the terms of the collective bargaining agreement. Such leave may be considered personal leave or vacation time and will not be considered an unexcused absence.

Progressive disciplinary steps for "occurrences of absence" shall be as follows:

1. If you have two (2) occurrences of absence within any rolling twelve (12) month period you will receive a first written warning.
2. If you have three (3) occurrences of absence within any rolling twelve (12) month period you will receive a second written warning.
3. If you have four (4) occurrences of absence within any rolling twelve (12) month period you will receive a FINAL written warning.
4. If you have five (5) occurrences of absence within any rolling twelve (12) month period you will be terminated.

LATE and UNAUTHORIZED LEAVE EARLY

1. If the times late and unauthorized leave early totals four (4) times within a rolling twelve (12) month period, then you will receive a first written warning.
2. If the times late and unauthorized leave early totals five (5) times within a rolling twelve (12) month period, then you will receive a second written warning.
3. If the times late and unauthorized leave early totals late six (6) times within a rolling twelve (12) month period, then you will receive a FINAL written warning.
4. If the times late and unauthorized leave early totals late seven (7) times within a rolling twelve (12) month period, then you will be terminated.

NOTE: Disciplinary steps will be cumulative for occurrences of absence and being late/unauthorized leave early.

For example:

- You received a first written warning as a result of two (2) occurrences of absence.
- Subsequently you reach having four (4) times late/unauthorized leave early.
- You would then receive a second written warning as a result of you being late/unauthorized leave early four (4) times.

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MEMORANDUM OF UNDERSTANDING

SDH Education East, LLC, Sodexo Campus Services at **Southern Connecticut State University (SCSU)** (hereinafter referred to as "the Employer" or "the Company") and UNITE HERE Local 217 (hereinafter referred to as "the Union") are parties to a collective bargaining agreement (CBA) that is **effective from January 1, 2021 through May 31, 2025**

As a result of the negotiations that resulted in the aforementioned collective bargaining agreement, the Employer and the Union agreed as follows:

Due to operational changes resulting from the COVID-19 pandemic, there will be little or no catering during the 2020-2021 academic year. Further, business conditions will not support a minimum of thirty-six (36) positions scheduled for forty hours per week, or any minimum number of schedules of forty hours per week.

Therefore, the parties have agreed that, notwithstanding any language in the aforementioned collective bargaining agreement to the contrary, the language with a red strikethrough in the following Articles and/or sections will be "suspended" during the Spring semester of the 2020-2021 academic year, and will not be applied, and the red bold language will be added.

Further, if COVID-19 related changes in the business continues into the 2021-22 academic year, then the Employer and the Union shall meet to discuss whether to extend and/or modify any of the terms of this MOU. Effective September 1, 2021, this MOU may only be extended and/or modified by mutual agreement between the Employer and the Union. Any extension and/or modification of this MOU will be in writing, and signed by the Senior Director, Labor Relations of Sodexo and the Secretary-Treasurer of the Union.

Article 13, Hours of Work and Scheduling

Section 1. The hours of work shall be an eight (8) hour day and a five (5) day week, **wherever possible.** ~~The Employer will maintain a minimum of thirty six (36) positions scheduled for forty hours per week, including a forty hour Catering Load. Not fewer than twenty (20) of these thirty six (36) positions will have a daily starting time of eleven (11:00) AM or earlier.~~

The Employer agrees to meet with the Union and those employees designated by the Union, to review and discuss the revised schedules that are to be implemented as a result of a change in business conditions that will not support a minimum of thirty-six (36) positions scheduled for forty hours per week, or any minimum number of schedules of forty hours per week.

During the Spring semester of the 2020-21 academic year, the Employer is committed to maximizing the available hours to create as many forty (40) paid hour schedules as possible consistent with its business needs. To the extent that there are employees with schedules less than forty (40) paid hours, the employer will attempt to create as many thirty nine and a half (39 1/2) paid hour schedules as possible and so forth in declining order consistent with its business needs until all employees have scheduled hours maximized in seniority order. Such established schedules shall not be deemed a guarantee of hours worked in a workday or work week, or days worked in a work week.

In the event of a reduction of business which would necessitate the reduction of hours, the Employer agrees to meet this reduction, wherever possible, through layoff and recall procedures.

ARTICLE 31 – CATERING

Section 1. — During the academic year, the Employer shall maintain a catering wheel. The Employer will maintain the forty (40) hour catering lead position during the non-academic calendar that will be available for other assigned duties when sufficient catering work is not available.

Section 2. — Employees shall be given the opportunity to sign up for the catering wheel at the beginning of each school semester. The catering wheel shall begin with the most senior volunteer. Catering functions requiring staff beyond the regular catering staff shall be staffed from the catering wheel. If an employee refuses to work a catering function offered to them, is otherwise scheduled to work or unavailable they shall be considered to have worked for the purpose of rotation. All other language referring to catering shall be considered part of this Article.

The parties agree that should there be any catering work available during this period of time employees who have experience as catering employees will be scheduled for that work according to seniority and availability.

SIGNED ON BEHALF OF:

**SDH Education East, LLC
Sodexo Campus Services at
Southern Connecticut State University
New Haven, CT**

Harold J Taegel
Harold J Taegel (Jun 25, 2021 11:04 EDT)

Harold J. Taegel
Senior Director, Labor Relations

Michael Ward
Michael Ward (Jun 27, 2021 11:06 EDT)

Michael Ward
Senior Vice President

Date: _____

SIGNED ON BEHALF OF:

UNITE HERE Local 217

Constance Holt
Constance Holt (Jun 25, 2021 12:59 EDT)

Connie Holt
Secretary-Treasurer

Date: _____

SIDE LETTER OF AGREEMENT

SDH Education East, LLC, Sodexo Campus Services at **Southern Connecticut State University (SCSU)** (hereinafter referred to as "the Employer" or "the Company") and UNITE HERE Local 217 (hereinafter referred to as "the Union") are parties to a collective bargaining agreement (CBA) that is **effective from January 1, 2021 through May 31, 2025**

The parties agreed during negotiations that resulted in the aforementioned collective bargaining agreement, to the following:

Section 1. Voting. Full-time employees who are scheduled to work ten (10) hours or more on a voting day, and lack sufficient time outside scheduled work hours to vote in local, state and federal elections may take up to two (2) hours off work with pay for this purpose. Paid time off will be provided at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off of work. Employees requiring time off must notify their supervisor two days before voting and must present a voter's receipt to their supervisor upon return to work from voting.

Section 2. Employment and Post-Employment Background Checks

(a) The Employer shall not condition the continued employment, transfer or promotion of any bargaining unit employee on a review of the employee's credit history or reports derived from the employee's credit information,

(b) The Employer will not inquire about, or require an applicant for continued employment, transfer or promotion, to disclose or reveal, an arrest or a criminal accusation that did not result in a conviction or that is not currently pending. The Employer may not obtain such information through application forms, interviews, or in criminal history checks.

(c) The Employer will follow all client security rules and regulations.

Section 3. Incarceration

(a) Incarceration for up to thirty (30) days, on its own, does not provide just cause for disciplinary action.

(b) Employees who have been incarcerated will make a good faith effort to comply with the Employer's notification procedures, regarding their absence from work, but shall be permitted to have such notice provided by another person acting on behalf of the employee.

An incarcerated employee will be excused from providing notice regarding each scheduled shift, but must provide timely notice of the period of absence from work due to incarceration, and either return to work at the conclusion of that period, or notify the Employer prior to the end of that period and establish a new date for the return to work.

(c) An incarcerated employee, who is released to return to work within thirty (30) days of the original absence caused by incarceration and has met the requirements of this section, shall be returned to work without loss of seniority or other privileges of employment. Such return is further subject to client security regulations, policies and practices.

(d) Nothing in this Article shall be construed to diminish the Employer's right to suspend an employee pending the outcome of a criminal proceeding, and to terminate an employee on the basis of the employee's conviction in a criminal proceeding, when there is just cause for such action.

SIGNED ON BEHALF OF:

**SDH Education East, LLC
Sodexo Campus Services at
Southern Connecticut State University
New Haven, CT**

Harold J Taegel
Harold J Taegel (Jun 25, 2021 11:04 EDT)

Harold J. Taegel
Senior Director, Labor Relations

Michael Ward
Michael Ward (Jun 27, 2021 11:06 EDT)

Michael Ward
Senior Vice President

Date : _____

SIGNED ON BEHALF OF:

UNITE HERE Local 217

Constance Holt
Constance Holt (Jun 25, 2021 12:59 EDT)

Connie Holt
Secretary-Treasurer

Date : _____

MEMORANDUM OF UNDERSTANDING – POST-COVID-19 OPERATIONS

SDH Education East, LLC, Sodexo Campus Services at **Southern Connecticut State University (SCSU)** (hereinafter referred to as "the Employer" or "the Company") and UNITE HERE Local 217 (hereinafter referred to as "the Union") are parties to a collective bargaining agreement (CBA) that is **effective from January 1, 2021 through May 31, 2025**

As a result of the negotiations that resulted in the aforementioned collective bargaining agreement, the Employer and the Union agreed as follows:

The parties recognize and acknowledge that the purpose of Labor-Management Committee meetings per Article 24, Section 11 of the CBA, is to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties.

The parties also recognize and acknowledge that Labor-Management Committee meetings are not be construed as opening the Agreement for negotiations, nor are any subject matters at the meetings to constitute a step in the grievance procedure.

In light of operational changes that may occur as the food service operation transitions from the service changes resulting from the impact of the COVID-19 pandemic to post-pandemic operations, the parties agree that regular meetings of the Labor-Management Committees should occur in order to share information concerning problems, concerns and suggestions related the operations and the work force in the post-COVID-19 food service operation.

In light of the above, the parties agree to the following:

During the semester of the transition period to the post-COVID-19 operations, the Labor-Management Committee will meet at least monthly.

Agenda items of these Labor-Management Committee meetings will include the following:

- CBA classification job descriptions and job duties. (Post-pandemic, the key job duties of CBA classifications will reflect what is commonly understood to be what results in someone being classified into that classification.)
- Bidding schedules and open positions.
- Employer-provided information on the following:
 - (i) Student enrollment and meal plan participation.
 - (ii) Updates concerning food service operations, operational changes and building closings or reductions.

SIGNED ON BEHALF OF:

**SDH Education East, LLC
Sodexo Campus Services at
Southern Connecticut State University
New Haven, CT**

Harold J Taegel
Harold J Taegel (Jun 25, 2021 11:04 EDT)

Harold J. Taegel
Senior Director, Labor Relations

M Ward
Michael Ward (Jun 27, 2021 11:06 EDT)

Michael Ward
Vice President of Operations

Date: _____

SIGNED ON BEHALF OF:

UNITE HERE Local 217

Constance Holt
Constance Holt (Jun 25, 2021 12:59 EDT)

Connie Holt
Secretary-Treasurer

Date: _____