

## **STATE OF NORTH CAROLINA**

### **North Carolina School of Science and Mathematics**

**Request for Proposal #: 87-03012024**

#### **Dining Services**

**Date of Issue: March 15, 2024**

**Proposal Submittal Date: March 28, 2024**

**At 2:00 PM EST**

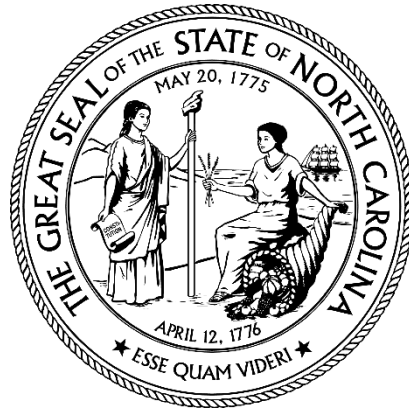
**Direct all inquiries concerning this RFP to:**

Norma Evans

Purchasing Manager

Email: [norma.evans@ncssm.edu](mailto:norma.evans@ncssm.edu)

Phone: 919-416-2791



## STATE OF NORTH CAROLINA

### Request for Proposal #

**RFP# 87-03012024**

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

***Electronic responses ONLY will be accepted for this solicitation.***

<b>STATE OF NORTH CAROLINA</b> <b>Division of</b> <b>North Carolina School of Science and Mathematics (NCSSM)</b>		
Refer <u>ALL</u> Inquiries regarding this RFP to: <b>Norma Evans</b> Purchasing Manager 919-416-2791 Email: norma.evans@ncssm.edu	Request for Proposal #: <b>87-03012024</b> Proposals will be submitted: <b>March 28, 2024</b>	
Using Agency: <b>NCSSM</b> Requisition No.: n/a	Commodity No. and Description: - <b>90101700 Cafeteria &amp; Restaurant Services</b>	

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Vendors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Proposal Number: **87-03012024**

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least 180 days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of North Carolina School of Science and Mathematics)**

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## 1.0 PURPOSE AND BACKGROUND

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This Request for Proposal (RFP) is being issued by the North Carolina School of Science and Mathematics to solicit proposals for a Dining Services Management Vendor for the Durham, North Carolina Campus. For the purpose of this RFP, North Carolina School of Science and Mathematics may hereinafter be referred to as “the school”, “NCSSM” or “Owner.” The contract to operate dining services at NCSSM-Durham will begin in July 1, 2024.

The North Carolina School of Science and Mathematics (NCSSM) is a public, coeducational, residential high school for juniors and seniors for North Carolina who show exceptional academic ability, achievement and who show promise and interest in science, mathematics, and technology. NCSSM was established in Durham in 1978 by the NC General Assembly and opened to students in 1980. NCSSM developed a second campus of the institution located in Morganton, North Carolina and opened to the first residential class of students in August of 2022. Although a public high school, NCSSM has been an affiliate of the University of North Carolina since its inception. In 2007, it became a constituent institution of the University of North Carolina System.

NCSSM was the first school of its kind in the United States. Since its creation, other similar schools throughout the country have opened. NCSSM is accredited by the Southern Association of Colleges and School Council on Accreditation and School Improvement. NCSSM also was a founding member of the National Consortium for Specialized Secondary Schools for Mathematics, Science and Technology (NCSSSMST), a group of schools like NCSSM which have the goals of educating the brightest students in their states and creating the future leaders in science, mathematics, engineering and technology.

The mission of the North Carolina School of Science and Mathematics, an intellectually stimulating, diverse, and collaborative community, is to:

- educate academically talented students to become state, national and global leaders in science, technology, engineering and mathematics,
- advance public education in North Carolina,
- inspire innovation for the betterment of humankind, through challenging residential and virtual programs driven by instructional excellence and the excitement of discovery.

To fulfill its mission, NCSSM is always seeking to further develop its impressive curriculum, seeking to admit the brightest students in the State of North Carolina, and is constantly developing new programs for outreach.

We are soliciting proposals for a Dining Services Management Vendor who will be able to provide services to the Durham, NC students, staff, and faculty of the campus including catering, daily meals in the dining hall, and a coffee/special drink/food area.

The provision of equipment, equipment installs, and onboarding at the facility will take place April 2024 through June 2024 with the full contract of services coming into effect in July 1, 2024.

The intent of this solicitation is to award an Agency Specific Contract.

### 1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on the date of final Contract execution (the “Effective Date”) or July 1, 2024, whichever is later.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to five (5) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 30 days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

### 2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

**General information on the E-Procurement Services can be found at:** <http://eprocurement.nc.gov/>

### 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

### 2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	March 15, 2024 @ 2:00 p.m.
Hold Mandatory Site Visit	State	March 21, 2024 @ 2:00 p.m.
Submit Written Questions	Vendor	March 22, 2024 @ 2:00 p.m.
Provide Response to Questions	State	March 25, 2024 @ 2:00 p.m.
Submit Proposals	Vendor	March 28, 2024 @ 2:00 p.m.
Contract Award	State	April 19, 2024 @ 2:00 p.m.

### 2.5 MANDATORY SITE VISIT

Date: **March 21, 2024**



**Time:** 2:00 PM Eastern Time  
**Location:** North Carolina School of Science and Mathematics  
 1219 Broad Street  
 Bryan Building Entrance  
 Durham, NC 27705  
**Contact #:** Michael Newbauer (919)416-2847

**Instructions:** It shall be MANDATORY that a representative from each Vendor be present for a pre-proposal site visit. Attendees must arrive promptly All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

**FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.**

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP.

## 2.6 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to [norma.evans@ncssm.edu](mailto:norma.evans@ncssm.edu) by the date and time specified above. Vendors should enter “RFP #87-03012024: Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

## 2.7 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

[eVP]

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

## **2.8 PROPOSAL CONTENTS**

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP (see Specific Layout Requirements below).
- f) Completed version of ATTACHMENT A: COST PROPOSAL
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## **PROPOSAL LAYOUT REQUIREMENTS**

So that the School can systematically evaluate all proposals, each Vendor shall present its proposal in the following format. The Vendor shall include concise, but complete information about its firm, emphasizing why it believes its firm to be uniquely

qualified to operate this program.

**Section I:**

Provide a brief mission statement outlining the philosophy of your company, along with the approach to providing service to NCSSM.

**Section II:**

Provide a corporate profile with company background information to include the following:

- A. Company higher education division table of organization.
- B. Regional table of organization with brief profiles for each leadership and support resource position. Include address and phone numbers for each position.
- C. Listings of all higher education accounts and accounts comparable to NCSSM served by the company since 2011 in North Carolina, South Carolina, Virginia, and Georgia. Each account listed must contain the name and mailing address of the liaison, the telephone number, the liaison email address, a description of the services provided, and date of commencement of services. Two lists should be provided:
  - a. Accounts currently under contract
  - b. Accounts lost since 2016
- D. Current HUB participation.

**Section III:**

Provide operating plans to include:

- A. Specific formats for the resident dining operation:
  - a. Sample residential menus for NCSSM
  - b. Sample Catering guides with prices (standard, premium, and “no frills”)
- B. Company campus table of organization with sample resumes for key positions:
  - a. Dining Services Director
  - b. Chef/Production Manager
  - c. Assistant Dining Services Director
- C. Implementation plan with timeline to assure a smooth, professional, and organized approach to transition and/or renovations.

**Section IV:**

Marketing plans for the resident dining program and catering.

**2.9 ALTERNATE PROPOSALS**

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: “Alternate Proposal # 87-02052024”. Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

**2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

**3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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**3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest. All qualified proposals will be evaluated, and awards will be made to the

Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this RFP is under evaluation, the responding Vendor, including any subVendors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subVendors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subVendor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### **3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

#### **The State will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not

required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State’s eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

### 3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

#### Criteria Weighting

**Total Maximum Points for Technical will be 85 points.**

<b>Technical Category</b>	<b>Points</b>
<b>Management Team Capability &amp; Experience</b>	<b>20</b>
<b>Dining Program:</b>	
<b>Meet Basic Program</b>	<b>20</b>
<b>Alternate Suggestions</b>	<b>15</b>
<b>Marketing</b>	<b>15</b>
<b>Catering Program</b>	<b>15</b>
<b>Total Available “Technical” Points</b>	<b>85</b>

### OPTIONAL EVALUATION REQUIREMENTS

- After evaluation of the proposals, the School may request on campus or live video presentations by one or more of the Vendors whose proposals rank highest in the review process.
- One of the lead presenters at the proposal shall be the District Manager who will oversee the dining program at NCSSM.
- Corporate management personnel who will support campus management teams are also encouraged to participate in the presentation.
- Presentation teams will be limited to five (5) members and the presentation will be limited to two (2) hours.
- The School also reserves the right to visit other campus food services operated by the Vendor of similar size and nature if the School wishes to do so. All materials submitted in support of the Vendor’s proposal shall be incorporated by reference in the final contract.

## Pricing Category

### Maximum Points available for pricing is 15.

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of XX. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$XX \times \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### 3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Proposal Questions Section above.

### 4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete

ATTACHMENT A: COST PROPOSAL and include in Vendor’s proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

## **4.2 INVOICES**

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

All Invoices should be submitted electronically to: [accountspayable@ncssm.edu](mailto:accountspayable@ncssm.edu)

***INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.***

## **4.3 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

## **4.4 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women Vendors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subVendors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

## **4.5 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project.

## **4.6 REFERENCES**

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

## **4.7 BACKGROUND CHECKS**

### **4.7.1 GENERAL INFORMATION**

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees,

agents, representatives, subVendors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

**4.7.2 BACKGROUND CHECK REQUIREMENTS**

As part of Vendor’s criminal background checks, the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge, or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein, or provide a statement that there are none.

**4.7.3 BACKGROUND CHECK LIMITATIONS**

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subVendors during the term of the Contract.
- f) Vendor’s responses to these background check requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subVendor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor’s performance bond could be used to complete these Services.

**4.7.4 DOCUMENT REQUIREMENTS**



Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
  - 1. Original unaltered criminal background check from the organization providing the background check.
  - 2. The background check provider’s company name, company mailing address, and contact phone numbers.
  - 3. The full name of the individual, which matches the government issued photo ID.
  - 4. The current address of individual being checked.
  - 5. The date the criminal background check search was conducted.

**4.7.5 VENDOR BACKGROUND CHECK AGREEMENT**

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES  NO

**4.8 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime Vendor under this Contract and shall be responsible for the performance and payment of all subVendor(s) that may be approved by the State. Names of any third-party Vendors or subVendors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subVendor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

**4.9 VENDOR’S REPRESENTATIONS**

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a

resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

**5.1 GENERAL**

- The School shall determine serving hours. Normal service in student dining facilities will be all-you-can-eat cafeteria style. Hours are listed below.
- Dining room patrons will bus dishes and utensils to the dish washing receiving window.
- The approximate number of On-Line Student board days is four (4) during extended weekends at school board rate and three (3) days at summer board rate.
- On any day in which the residence halls are not generally open to boarding students for the full day, the board day shall be prorated as follows: Weekdays are ¼ Breakfast, ½ Lunch, and ¼ Dinner. Weekends are ½ Brunch and ½ Dinner.

To assist prospective bidders, the following information is provided.

Anticipated 2023-24 enrollment for boarding students	<b>675</b>
Anticipated 2023-24 enrollment for online students	<b>466</b>

2023-24 Academic year board rate is	<b>\$ 11.23 day/student</b>
2023-24 Summer Activity Rates Daily Rate	<b>\$ 17.96</b>
Breakfast	<b>\$ 4.49</b>
Lunch	<b>\$ 8.98</b>
Dinner	<b>\$ 4.49</b>
Brunch / Dinner – Saturday & Sunday	<b>\$8.98</b>
Current boarding ratio for male/female on the current meal plan	<b>49.5 % male, 50.5% female</b>

Community Coordinator Meals (CC)	<b>\$ 2.20</b>
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Current Casual Meal Rates	
Breakfast	<b>\$4.00</b>
Lunch	<b>\$5.00</b>
Dinner	<b>\$6.00</b>
Sat/Sun	<b>\$6.00</b>

**Frequent Buyer’s Club:** Vendor shall implement a Frequent Buyer’s club promotion to reward customers who patronize on a regular basis. Each customer that desires will receive a Frequent Buyer’s Card upon visiting the Cafeteria. After the purchase of ten (10) meals, the eleventh (11<sup>th</sup>) meal is free.

**5.2 TASKS/DELIVERABLES**

**CURRENT DINING FACILITIES and HOURS OF OPERATION**

NCSSM has one dining hall which provides students with 19 meals per week, all-you-can-eat style. As specified by NCSSM, the meals may be served at other on-campus locations. This will not affect the price of the board rate.

**Cafeteria Hours:**

<b>Monday - Friday</b>	
<b>Breakfast</b>	<b>7:45 AM - 10:00 AM</b>
<b><i>Continental Breakfast (optional proposal)</i></b>	<b><i>10:00 AM - 11:00 AM</i></b>
<b>Lunch</b>	<b>11:30 AM - 1:30 PM</b>
<b>Dinner</b>	<b>5:00 PM - 7:30 PM</b>
<b>Saturday/Sunday</b>	
<b>Brunch</b>	<b>10:30 AM - 1:00 PM</b>
<b>Dinner</b>	<b>5:00 PM - 6:30 PM</b>

**Normal Service Operation**

The minimum required hours of normal service operation of the Cafeteria are as shown above; provided, however, that minor adjustments may be agreed upon by the Director of Residential Education, Housing and Vendor’s Director to meet the needs of students or guests. Vendor shall remain open and provide the complete planned menu until closing time, except for the Continental Breakfast option requested. There may be situations throughout the year for SAT/ACTs, Admission events, etc. when extended hours for dining facilities will be requested.

**2024-2025 FOOD SERVICE CALENDAR**

**FOOD SERVICE CURRENTLY PROVIDED ON CAMPUS BY OTHERS**

**Campus Vending Contract**

NCSSM is in vending contract with Classic Food Services. The vending machines providing beverages, water, and snacks are exclusively provided by Classic Food Services.

**Catering Exceptions**

While the School may choose to utilize the contracted food service vendor for catering, this is not exclusive. However, we may utilize the Food Service Vendor at various events.

**Bookstore**

The NCSSM bookstore is operated under SCSOI. Convenience snacks and food may also be sold in the Bookstore.

**Summer Services**

Each summer, the School is the site for many groups including educational groups, youth groups, athletic and sports teams, and departmental training groups. NCSSM Dining Services offers three daily meals to the visiting groups. In addition, private catered functions are offered as an option. Other Facilities Use activities may be added.

## **CAMPUS CATERING PROGRAM**

**Catering at the School is a large, complex, and important operation. NCSSM Dining provides catering services that are accessible and affordable to a wide range of School consumers. The Vendor will bill the School for approved catering events. Catering for non-school activities must be approved by the School.**

The successful Vendor will, upon request of the School, provide catering services at locations anywhere in the area where the School decides to host its various functions. Said catering shall be on the terms to be agreed upon between the School and the Vendor.

The Vendor shall not serve or prepare meals using School facilities for organizations which are not connected with the School, without permission of the Contract Administrator, unless explicitly permitted within the Contract.

It is the agreement of both parties that the School, including any subunits thereof, and any non-School organizations which have been granted permission to utilize School facilities for meetings or related functions, are free to contract with the business company of their choice for the provision of catering services for special functions.

Within thirty (30) days of the contract award, the Vendor shall submit a catering catalog or guide including selections, procedures and prices, to the School for approval. Catering menus, portions and prices will be approved by the School for all such services offered.

### **Catering Operations**

The School requires a full range of catered events throughout the year. In a single day, catering may be called upon to set up a continental breakfast for a small group, a formal luncheon for School leadership, and a picnic for a conference group visiting the School. Catered events are held in various sites around campus, and may be held on campus or at nearby off-campus venues. Creative, high quality menus combined with professional service are required of the Vendor's catering operations.

Catering at the North Carolina School of Science and Mathematics is very important. The School's reputation for catered events must maintain a high quality level. It is compelling that the Vendor demonstrates a thorough knowledge and capability to perform this function to the School's satisfaction. All catering must be conducted in a first class professional manner. The successful Vendor must supply any specialized catering equipment where needed.

In addition, catering services appropriate for student needs and budgets must be provided.

The Vendor shall develop and furnish a comprehensive catering program that is consistent with the image the School desires to project to its internal and external constituents. All catering events must be conducted in a first class, professional manner with creativity, presentation, quality of food, and service. The following shall be the minimum requirements of the program:

- (a) Vendor shall be responsible for proper training of all employees assigned to catered events.
- (b) School catering events may occur at many different building locations on campus and occasionally off-site. Vendor shall work closely with the School staff in order to ensure the highest quality of service, regardless of the location of the catered event.
- (c) All catering income, including cash sales and expenses from catered events shall be accounted for and reported separately from retail or meal plan sales. The school shall receive an agreed upon commission on all catering sales, excluding allowance catering.
- (d) The Vendor shall provide an extensive catering menu, encompassing breakfast, lunch, dinner, brunch, beverage/snack breaks, and receptions, and offering a wide variety of price ranges.

The Vendor shall be sensitive to the differing needs of various School constituencies, and recognize that innovative menus and service techniques are required to support the School's diverse roles. In conjunction with submittal of menus for School approval, the Vendor shall provide detailed food component and caloric value information for review, including product grade, quality, purchase unit, weight, ingredients, price per item and price to departments, etc. The School retains the right to approve specifications for food components.

Because of operating budgets, School departments are sometimes sensitive to price. The catering program shall be flexible enough to provide serving sizes and service options that will accommodate these concerns. The catering program must be priced competitively when compared to outside caterers.

China, glassware, and flatware will be the standard for catering service, and will be of superior quality and different from that used in the residential dining program. Paper and plastic will be allowed upon request of an event client. Thereafter, Vendor shall maintain par inventory levels as a Cost of Operations. Vendor shall be solely responsible for securing equipment promptly at the closing of an event. When not available from Vendor’s standard catering equipment inventory, Vendor must supply or rent specialized catering equipment.

The Vendor shall maintain adequate staff to answer the catering telephone and respond to the catering email account or portal during normal working hours, Monday through Friday. Catering management and supervisory staff shall be required to carry cell phones and/or pagers for contact during the regular business day, as well as during weekend and evening events. Vendor must make available the cell phone number at which the person responsible for any catering events that occur after office hours can be reached.

The Vendor shall be responsible for following all School regulations and procedures with regard to facilities access for catered events.

The Vendor shall be responsible for clean-up following those events catered by the Vendor. The Vendor is responsible for returning all areas associated with the event to their pre-event condition. These areas include but are not limited to common areas, dock and dumpster areas, walkways, service areas, dining areas, hallways, elevators, stairwells, and any off-site production areas. The Vendor shall not be responsible for post-event clean-up of catered service performed on campus by others. The Vendor shall schedule adequate staff so that the areas affected can be cleaned and organized within two hours after completion of the function.

## **EQUIPMENT INFORMATION**

### **REPAIR, MAINTENANCE, AND REPLACEMENT OF EQUIPMENT**

The School will provide maintenance personnel and a preventative maintenance program to the facility and equipment. The cost for repairs, corrective maintenance, and replacement of equipment will be the responsibility of the School.

### **EQUIPMENT AND SMALL WARES**

#### **Provision of Equipment:**

The School agrees to make available to the Vendor all current fixtures and equipment associated with the Dining Program facilities. Ownership of said fixtures and equipment shall remain with the School. The Vendor will be required to keep all fixtures and equipment in good repair and condition, and protect it against misuse, loss, pilferage, or destruction. The School will be required to replace or augment all fixtures and equipment as needed for the proper operation of the Dining Program facilities during the term of the contract. When possible, this should be part of the annual plan process. At the termination or expiration of the contract, the Vendor will be required to return all fixtures and equipment items then associated with the operation of the Dining Program including any replacements made during the Contract term. The School will provide maintenance personnel and a preventative maintenance program for dining-associated equipment. Corrective maintenance and replacement of equipment will be the responsibility of the School. Maintenance, repair, and replacement costs resulting from Vendor negligence will be paid for by the Vendor. The Vendor may not dispose or declare as surplus any School-owned equipment without the written permission of the Contract Administrator.

#### **Provision of Small wares:**

The School will initially provide the current complement of small wares, including kitchen utensils, china, glass, silverware, service pieces, linens, and table decorations, for Dining Program facilities. Ownership of said small wares shall reside with the School. Vendor will be required to keep all small wares in good repair and condition, and protect them against loss, pilferage or destruction. The School will be responsible for maintaining adequate small wares par stocks and for purchasing replacement small wares on an ongoing basis, subject to School approval in the annual plan.

#### **Inventory of Equipment:**

A physical inventory of equipment will be taken from time to time during the term of the Contract by the Vendor, including one at the beginning and termination of the Contract. If any provided equipment is lost, damaged, or unaccounted for prior to expiration of its useful life, either during or at termination of the Contract, then the Vendor will either pay the School an amount proportionate to the remaining useful life of the item using the straight-line method of amortization or replace items with items of matching pattern and equal quality.

Vendor Owned Equipment:

During life of contract, a spreadsheet will be maintained by Vendor to list all Vendor owned equipment. Updated list will be provided quarterly to NCSSM.

Provision of Facilities:

The School will provide the Vendor with the facilities currently being provided, that are required for performance of the Contract, including reasonable office space for its on-site management and administrative personnel.

Cleaning Facilities:

Vendor will maintain the highest standards of sanitation and will be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment, kitchen floors, hoods and grease filters) and for the routine cleaning of dining room tables, floors and chairs. In addition, Vendor will provide cleaning services for dining room walls, windows, floors, hallways, walkways, outside entrances, rest rooms, receiving areas, light fixtures, draperies and blinds, carpets, and one time each semester waxing and buffing of the floors.

Renovation and Repair of Facilities:

The School will provide maintenance personnel and a preventative maintenance program to the facility. The Vendor shall present to the School through the annual plan process any major repair or renovation needs for the School's consideration.

## **USE OF THIRD PARTY VENDORS/PERSONNEL**

### **GENERAL**

All goods and services provided to the School through third party Vendors must be done through the Vendor ~~Vendor~~. The Vendor shall be responsible for compliance with all terms and conditions of the Contract and for all acts and omissions of its third party Vendors and suppliers. Any failure to adhere to the Contract shall be deemed a breach of the Contract by the Vendor.

Branded Concepts Marketing:

The Vendor shall propose the establishment of branded concept(s) in its proposal. The proposal shall provide plans, drawings, proposed renovations, menus, signage, and marketing plans. The Annual Plan process will enable NCSSM and the Vendor to implement changes to brands over the term of the contract.

### **PERSONNEL**

#### **Vendor's Employees**

Employees shall be in the employ of the Vendor and in no way shall be considered to be School employees.

#### **Hiring for Current Staff**

The Vendor agrees to hire, at competitive market salary rates, any current permanent non-executive management Dining Services Employees who desire such employment, to continue such employment for a period of no less than ninety (90) days, and to provide benefits from the inception of their employment comparable to those provided to other permanent Vendor employees.

#### **Director of Dining Services**

Vendor shall employ one fulltime, on-site Director responsible for the Dining Services Program as specified in this contract. The Director must have a minimum of three (3) years of consecutive employment in similar operations with comparable responsibilities. The Director must have education and/or experience in dining service and a high degree of management expertise, as evidenced by prior dining service management duties involving similar high-quality food production and service and effective financial control. The Director's sole responsibility shall be the School's account; he/she shall have no other management or supervisory responsibility for other operations or businesses of the Vendor. The Director will plan, direct, and control the food service operations and resources to meet customer needs, client objectives, and operating and financial goals. He or she ensures compliance with company and School policies, procedures, guidelines, and standards as well as all applicable government, regulatory and/or accrediting agency standards and codes. The Director must demonstrate the ability to communicate effectively with clients, client's customers and other staff and demonstrate the ability to respond effectively to changing demands. It is desired that the Director of Dining Services have experience in cooking and in operations. This experience should be highlights in the proposed resume.

**Assistant Director**

The Vendor will employ an Assistant Director who will assist the Director in planning, directing, and controlling all phases, or assigned portions of unit operations to provide food service according to standards set by the client, the company, and any applicable regulatory agencies. The Assistant Director will assume the Food Service Director's responsibilities and authority in their absence. Ability to communicate effectively with clients, client's customers, and other staff is a must. The Assistant Director's sole responsibility shall be the School's account; he/she shall have no other management or supervisory responsibility for other operations or businesses of the Vendor.

**Chef Manager**

Vendor shall employ one full-time, on-site Chef Manager who will have responsibility for the dining service location. This individual shall have a minimum of three (3) years of consecutive employment in a similar operation with comparable responsibilities. The Chef Manager shall have extensive, formal culinary training, including culinary certifications from an accredited culinary arts program or through the American Culinary Foundation, with particular emphasis on recipe development, menu development, food/beverage cost control, and inventory management. The Chef Manager's sole responsibility shall be the School's account; he/she will have no other management or supervisory responsibility for other accounts or businesses of the Vendor.

**Suitability of Staff**

Employees of the Vendor shall be suitable by reason of training, appearance, and habits for working on School premises. Employees shall be subject to removal for conduct considered by the School to be undesirable provided that requests for removal shall be in writing and shall not violate any applicable employment law.

The Vice Chancellor of Student Life and the Contract Liaison(Director of Residential, Education, Housing & Dining) shall have the right to interview and to reject the appointment of management personnel (Director of Food Services, Assistant Director, and Chef Manager). Personnel appointed to these positions shall continue to serve in such positions only so long as their work remains acceptable to the School. Individuals in these executive positions shall not be changed without ninety (90) days advance notice and the replacement selections made and accepted by the School. Vendor shall not substitute key personnel assigned to the performance of the contract without prior written approval by the School's Contract Administrator and Liaison.

The School will make available to the Vendor approximately 35 hours of student help per week at no cost to the Vendor. Students may not work past 7:45 p.m. on weeknights without permission from the Director of Residential Education, Housing and Dining or Asst. Director of Student Services. Students may not work more than 1.5 hours at a time, except when a student owes campus service hours and it has been approved by the Asst. Director of Student Services. Students should be under constant supervision while engaged in assignments that could involve a risk of injury (i.e., dish room, service lines, cleaning tables). Students will not be allowed to prepare food beyond preparing box lunches.

The Vendor shall submit for approval of the School an organized plan for the supervision and management of the School food service program. One supervisor or manager shall be responsible for the supervision and coordination of schedules and assignments for work service.

- The supervisor will submit a work plan to the Director of Residential Education, Housing and Dining and Asst. Director of Students Services that demonstrates how assignments are made and show a reasonable effort to rotate assignments during the semester.
- This position must have previous experience supervising adolescents.
- This position will act as a contact for both students and staff.

Employees of the Vendor shall be suitable by reason of training, appearance, and habits for working on School premises and with boys and girls of high school age.

Staff should be professional, courteous and act accordingly at all times. The staff is expected to act in a manner that complies with NCSSM's policies and procedures.

Vendor is responsible for providing its employees with NCSSM's policies and procedures. Failure by the Vendor's employees to follow these policies will result in termination by the Vendor.

Vendor personnel serving in capacities below the position of Manager shall wear uniforms. Vendor personnel must wear hair netting's or head coverings.

Vendor and employees shall be permitted to park on campus without charge; however, they must park in valid parking spaces.

Vendor shall provide to the School's Director of Campus Resources & Security and Director of Residential Education, Housing and Dining the results of and criminal background checks on its employees who work on School's campus. Failure of criminal background checks will result in employees not working at NCSSM. However, employees retained from the School's previous contract for service are not required to be re-checked upon commencement of this Agreement. Presence of drugs or alcohol at School shall be grounds for dismissal. Criminal violations shall be grounds for discipline, up to and including dismissal.



**Health Standards:**

Vendor shall require all employees to meet appropriate health standards prescribed by municipal, state, and federal laws and regulations.

Vendor guarantees that all services provided hereunder shall comply with the Federal Occupational Safety and Health Act, as may be amended, and including regulations adopted pursuant thereto by the State of North Carolina.

Vendor will meet or exceed wages set by applicable laws, ordinances, regulations and rules of federal, state, and local authorities relating to minimum wages for hourly employees.

Vendor guarantees that all employees engaged in the handling and serving of food are cleanly attired, advised by management on reporting illness, and in compliance with the health regulations of all governmental agencies and the Vendor.

**Non-Discrimination:**

All provisions relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, national origin, age, veteran status, genetic information, sexual orientation, or disability shall be incorporated as a part of the Contract. In the event of the Vendor's non-compliance with this non-discrimination clause, this Contract may be terminated.

**Labor Disputes:**

The Vendor shall notify the School in writing of labor, employee, or any other circumstances that could adversely affect Dining Services operations. The Vendor shall continue to provide services under the Contract in the event of strikes and other labor disturbances.

**SCHOOL RESPONSIBILITIES**

- The School is responsible for all facilities, equipment and maintenance except where specifically stated otherwise.
- The School is responsible for fire extinguishing equipment; pumping of grease interceptor and receptor; and removal of refuse from refuse collection areas.
- The School shall provide, at its expense, a dedicated network system (to the extent possible), and a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the operation of the IT System.
- The Contract Liaison shall establish School electronic mail accounts for the Director of Dining Services, Assistant Director, and Chef Manager.
- The School shall provide consistent and prominent access to content sites developed by the Vendor for NCSSM from NCSSM's websites and online portals.
- The School agrees to allow the Vendor and its third party auditors to access the Client's information technology network. The NCSSM network is PCI compliant.
- The School shall be responsible for any costs involved in setting up and cleaning dining service areas for functions not managed by the Vendor.
- The School shall be responsible for telephone and local service costs.
- The School shall be responsible for the cost of utilities consumed in the dining services operations and trash removal (dumpster service).
- The School will provide and maintain all staff and equipment necessary for the operation and maintenance of the card reader program (Proximity system).
- The School shall be responsible for pest control services.

**VENDOR RESPONSIBILITIES**

- The Vendor shall be responsible for purchasing all food and supplies needed for performing this service and shall receive all cafeteria deliveries.

- See section 5.5 for information on equipment
- The Vendor must have a qualified cook on duty at each meal preparation, and must have a certified dietician on site or available for consultation.
- The Vendor shall be responsible for furnishing all cleaning supplies, e.g., soaps, detergents, mops, cleansers, buckets; and must clean the dining facility after each meal.
- The Vendor shall be responsible for providing all employee supplies required for maintaining sanitation and health standards as required for food handling, e.g., hairnets, aprons, gloves. These items must be provided for employees and students.
- The Vendor shall be responsible for inspection, cleaning, and repair of exhaust hoods twice a year. Copies of all service and inspection reports for the exhaust hoods must be provided to Facilities.
- The Vendor shall take necessary measures to assure grease is not being put into the drains. Vendor shall be responsible for high pressure flushing and inspection of the drain line twice a year. Vendor must transport grease to the receptor in the pit area (using the proper equipment). Vendor must provide copies of all service reports for high pressure flushing of the drain line and for grease interceptor pumping to Facilities.
- The Vendor shall fully participate in the school's sustainability and recycling efforts.
- The Vendor shall create a Reusable to go container program for the dining hall program.
- The Vendor must post menus daily at the cafeteria entrance.
- All china, service wares, and kitchen small wares now listed are owned by the School. The School is responsible for ongoing replacement of china, service wares and kitchen small wares, and increasing the inventory of such items, if necessary.
- The Vendor is responsible for any vehicles and related expenses necessary to provide the required service to the School. If applicable, the Vendor must maintain vehicle insurance from an A.M. Best "A" rated carrier licensed to do business in the State of North Carolina.
- The Vendor shall maintain first aid equipment and supplies in all production and service areas.
- The Vendor shall provide all office supplies including toner and paper.
- The Vendor shall provide School approved uniforms and name badges to all Vendor employees.
- The Vendor shall develop and conduct customer satisfaction surveys to ascertain student and other customer opinions of all aspects of Vendor's performance. The frequency, format, and methodology of such surveys will be determined as part of the Annual Plan. The results of such surveys will be reported to the School on a periodic basis, as established in the Annual Plan. The Contract Liaison shall review and approve the content of customer surveys, and the methodology to be utilized to conduct and analyze the survey, prior to issuance.
- The Vendor shall be alert to changing food service trends, new market forms of food, and changing dietary patterns evolving throughout the food service industry. As a result, and with input from NCSM, the Vendor shall continually initiate ideas for varied and dynamic methods of food service merchandising, public relations, promotion, and menu presentation in all operations to increase service and maximize potential revenues.
- The Vendor shall provide a current Certificate of Insurance to the Contract Administrator.
- The Vendor shall be required to provide food services under emergency and/or unpredicted circumstances such as breakdown of equipment, fire, snowstorm, hurricane, pandemic, or power failure.
- The Vendor shall provide for the receipt of all complaints from customers and shall respond promptly on its own behalf in a positive, courteous and concerned manner and shall take action to ensure that causes of legitimate complaints are corrected.
- The Vendor shall comply with applicable laws, ordinances, regulations and rules of federal, state, and local authorities

including the School, relating to the Dining Program operation, including but not limited to, sanitation and safety requirements, health policies and procedures, wages and hours of employment, criminal background checks, withholding taxes, and Equal Employment Opportunity. Results of all inspections will be immediately given to the Contract Administrator.

- The Vendor shall notify the Contract Administrator and Contract Liaison immediately of any unsafe or unhealthy conditions and take appropriate action to remedy the condition(s).
- The Vendor shall inform the Contract Administrator and Contract Liaison of any personal injuries and/or accidents that require medical treatment.
- The Vendor shall obtain all necessary permits and licenses and pay all inspection fees associated with the operation of the Dining Program.
- The Vendor shall remit all license fees payable as required by approved licensing contracts.

## **ANNUAL PLAN**

### Provision of Annual Plan:

The Vendor shall submit to the Contract Administrator and the Contract Liaison at the beginning of each Fiscal Year (prior to August 1) for School approval an Annual Plan that addresses the following items:

- Proposed Menus (Residential & Catering)
- Pricing Structure for Catering
- Detailed Marketing Plan, including goals and tools for measuring success
- Employee Training Program
- Proposed Capital Expenditure and Fixtures
- Customer Satisfaction Measures
- Assessment of the Campus Dining Program versus Best Practices in the School Marketplace
- Proposed Adjustments to Vendor Compensation for renewal terms. Annual changes in the per person prices for breakfast and lunch for regular customers and staff may be based on the percentage rate of change in the Consumer Price Index (CPI) for all Urban Consumers, U.S. City Average Food Away From Home. The change in per person prices shall be based on the percentage change in the CPI, noted above, between the 1<sup>st</sup> and 12<sup>th</sup> months of the agreement. The change in per person prices shall be affected in the same manner for each renewal based upon the prior 12-month's CPI percentage change. This process will also be used to determine decreases if the Index so indicates.

### Marketing:

As part of the Annual Plan, the Vendor shall be responsible for developing and implementing a proactive marketing plan (may include a social media component) to promote the Dining Program to the School community.

At a minimum, the Vendor shall be responsible to develop and produce the following printed materials to promote the Dining Program annually:

- a) Residential dining program menus and collateral promotional materials
- b) Catering menus and collateral promotional materials

The Vendor shall work closely with the School in developing these marketing materials, in order to ensure that the quality is first-rate and fully meets the needs of the School. The Vendor shall be required to post retail dining, residential dining, and catering menus in electronic form on the NCSSM Dining Services website. The web site shall be updated constantly, during the term of the contract.

## **SANITATION, HEALTH, HOUSEKEEPING, AND MAINTENANCE**

The Vendor shall comply with local county, state and federal health regulations in the conduct of its operations. Employees of the Vendor must have health examinations on a frequency required by law and current employees' health records must be maintained on the premises and made available for review by the School.

Out-of-state Vendors may be subject to House Bill 57 of the 1997 session (chapter 1997-109) that imposes a new withholding requirement. The bill requires North Carolina income tax be withheld at the rate of 4% non-wage compensation paid to non-residents for personal services rendered in the State. Effective January 1, 1999, withholding is required from personal services income paid to a nonresident entity regardless of the type of personal service performed in the State.

The Vendor shall maintain health, sanitation, and housekeeping standards at least equal to those specified for an "A" rating (95 or higher) by the State Division of Health Services. The Vendor shall conduct a continuing program of employee, student education and training in cleaning and sanitation procedures, regulations and standards so as to affect a high level of employee and student interest, competency, and effectiveness in this critical area of activity. Employee training records shall be made available to the School upon request. The School will cooperate and assist in this program.

The Director shall also be designated as a sanitation officer. It is the Director's responsibility to maintain the standards of cleanliness prescribed by the State Board of Health and the School. In addition, the manager is responsible for the daily thorough cleaning of all small wares (flatware, dishes, glassware, etc.), equipment, and areas.

Vendor will supervise and be responsible for "spot" cleaning during meal periods, i.e., bussing of table tops and seating, removal of litter, mopping of spills, etc. They will also see that units are thoroughly cleaned, swept, and mopped immediately after every meal. Floor stripping, resealing and waxing is done at least once per month.

Areas of responsibility include:

- food preparation rooms or space
- kitchen
- dishwashing rooms
- dining spaces
- storage rooms
- refrigerators

The cleaning of such areas shall include, but are not limited to, windows, blinds, draperies, walls, furniture, equipment and fixtures in said areas. Students of the School will assist in this work on a mutually agreed upon schedule, but the responsibility shall be that of the Vendor.

The Vendor will return to the School, at the expiration of any agreement, the food service areas and all equipment therein in the same condition as they were received except for ordinary wear and tear. The Vendor shall repair or replace all equipment damaged or destroyed due to Vendor's negligence or abuse. The Vendor is responsible for keeping the refuse area clean and in order. Boxes and containers will be knocked down whenever possible. Refuse will be placed in containers and covered. Refuse area will be washed with a disinfectant solution daily and will be treated periodically with an insecticide.

## **IN-KIND CONTRIBUTIONS**

**Specify what allowance(s) will be provided to NCSSM for use, at the School's discretion, for catering, beautification, marketing, etc.**

## **DINING PROGRAM POINTS OF EMPHASIS**

- A modern Marché-type resident dining program that, to the degree that the facilities allow, creates menu selections that are fresh, locally sourced, and prepared to order.
- The Vendor shall fully participate in and support the School's recycling and sustainability efforts.
- NCSSM is very interested in your company's efforts to support Historically Underutilized Businesses (HUB) in the performance of this contract. Your proposal should clearly identify your commitments to utilize HUB vendors and clearly specify your plans for maximizing usage of HUB vendors. The School is especially interested in your ideas and programs to support local and North Carolina based HUB enterprises.
- The Vendor shall provide menu item identifiers at each service station that provides the following nutritional information for each menu item:

- Recommended portion size
  - Calories
  - Carbohydrates
  - Protein
  - Fat
  - Saturated fat
  - Sodium
  - Cholesterol
  - Dietary fiber
- Item identifiers for each menu item that contains any of the following ingredients:
    - Nuts
    - Gluten
    - Dairy products
  - Resident dining menu planning that creates broad variety, day-to-day, and week-to-week.
  - One of the greatest hindrances to student satisfaction with dining services is the boredom of eating + meals 224 days per year in the same facility. Provide your company’s plans to mitigate the boredom factor throughout the academic year, by programmatically creating different dining experiences for the resident students.
  - Provide your company’s plan to programmatically “create” a different dining experience each August for the returning students from the program that they experienced the previous May.

## **SPECIAL EVENT FOOD REQUIREMENTS**

- The cycle menu shall contain premium nights, monotony breakers and special events.
- Reasonable School requests in regards to these that shall be met, and the following minimums must be maintained:
  - (a) Once each semester, on any day other than Friday, Saturday or Sunday, Vendor will serve USDA choice steaks, 6 ounces in weight-“bone out”, pan-broiled or grilled.
  - (b) Monthly monotony breakers should be provided.
  - (c) Two per month Special Events should be provided at either the lunch or dinner meal; additionally, once a semester special event should be planned on weekends.
- The Vendor shall, by working with the Contract Liaison and Dining Services Advisory Committee, arrange to provide a variety of programs and special dinners for students. These shall range from holiday dinners to special “theme” dinners, complete with decorations and music suitable for the occasion. These shall occur monthly during the academic calendar. These meals shall be promoted to encourage maximum student participation both in terms of planning and participation. Theme meals may not be substituted for premium entrée nights. Additionally, special dessert options, such as build-your-own-sundaes, should be available on a weekly basis. Other events such as tasting tables, where students judge recipes for possible inclusion into the dining service program, and informal evening discussion and dialog sessions to discuss nutritional topics should also be included.
- The Vendor, by working with the Director of Residential Education, Housing and Dining or designee and student committees, shall arrange to provide a variety of programs and special meals for students at no additional charge, e.g. Senior Breakfast, picnics. These meals may be in alternative locations and should be served and adequately promoted to encourage maximum student participation.
- Snack meal service for study breaks for residential students shall be provided in the residential dining facilities unless specified during reading day and final exam period. Specific dates and menus for study breaks shall be approved by the Contract Liaison.
- Carved Meats & Rotisserie- The Vendor shall provide a carved meat station during the servicing period at least one time per month.
- The residential dining facility serving concept shall be such that the consumer will be able to make individual item

selections from the various menu options available. Dining patrons are expected to bus soiled dishes at each meal. The Vendor is responsible for instructing new students regarding busing, and also for removing dishes that are left on tables both inside and outside the food facilities.

- All menu cycles shall be prepared in accordance with the nutritional standards of the United States and North Carolina government. The menu cycles must be submitted to the Director of Residential Education, Housing and Dining or designee on August 1<sup>st</sup> and December 1<sup>st</sup> of each school year. The Director of Residential Education, Housing and Dining or designee should be advised 24 hours in advance of any deviations to the approved menu. Each menu must contain a high degree of variety, and weekend menus shall not consist of leftovers.
- Each meal must include a sufficient number and variety of low calorie, low fat, and low cholesterol foods so that an individual can easily maintain a low fat/low cholesterol diet without requesting special foods or preparation. All low fat and low cholesterol foods must be indicated at their serving locations, and nutritional information provided for all entrees.
- Each meal must include a sufficient number and variety of vegetarian foods so that an individual can easily identify and maintain a vegetarian diet without requesting special foods or preparation. Vegan options must be offered at the Dining Hall and provided in sufficient number and variety so vegans can maintain a balanced diet. All vegetarian and vegan items must be indicated at their serving locations.
- The Vendor shall insure that recipes are revised as necessary to meet the requirements of the School. Customer feedback shall be solicited quarterly and recipe adjustments made. The Director of Residential Education, Housing and Dining or designee shall receive the results of recipe or product testing.
- The Vendor will have and utilize a standard recipe service. Cooks and bakers will be required to follow standardized recipes for all production items.
- The Vendor shall make every possible effort to reduce and control fat and grease content. Low fat and low cholesterol products are to be used wherever possible providing they meet quality standards.
- Vendor shall provide management staff in dining rooms throughout each meal period to ensure that a trained representative, visible to and recognizable by the consumer, is able and willing to resolve problems.
- Special Diets: The Vendor shall provide any medically required special diets for dining patrons when prescribed and approved in writing by a medical doctor and the School.
- Boxed Meals: When requested in writing by the school, the Vendor will provide boxed meals or establish special serving hours for students required to be off campus on school programs and athletic events during normal serving hours. Boxed meals should be nutritious and of sufficient caloric content and will be discussed with the Director of Residential Education, Housing and Dining or designee prior to the opening of school. (During busy times this can be up to 220 per week.)

### SPECIFIC MINIMUM REQUIREMENTS

The following minimum pattern of menu, specified servings, by self-service buffet service should apply:

#### BREAKFAST

Item	Minimum Daily Choice	Comments
Fruit	4	Fresh: Grapefruit, oranges, bananas, pineapple, melon, berries, grapes and peaches
Entrée	1	Pancakes or French toast(rotated basis)
Eggs	2	Scrambled, boiled or other style
Meat	1	Bacon or sausage(rotated basis)
Meat	1	Turkey Bacon or Chicken/Turkey Sausage (rotated basis)
Vegetarian	1	Veggie sausage
Waffle Station	1	Open for all meals
Hot Cereal	1	Oatmeal or grits
Vegetable	1	Hash brown, home fries or tater tots
Cold Cereal	6	Bran, bran flakes, rice crisps and other "sugar and non-sugar"
Yogurt	1	Plain or fruit
Syrup	1	Served Hot
Toast	2	White and Whole Wheat
Omelet bar	1	Have an omelet bar at least three times a week.
Bakery	2	Provide one or more during the breakfast meal period. Ex. Scones, donuts, cinnamon rolls, Danishes or other items
Beverage	5	(3) 100 % natural juices, one (1) being orange juice Coffee, hot tea, hot chocolate
Milk	4	Skim, 2%, chocolate, soy
Condiments	Assorted	Assorted sugars (brown, cinnamon, powdered, etc.) sugar substitutes, cream, salt and peppers, jellies and whipped cream cheese, honey, catsup, peanut butter and butter

#### LUNCH/DINNER

Item	Minimum Choice Daily	Comments
Soup	2	Varied daily (MSG not permitted), (1) soup vegetarian/vegan (no meat stock), (1) soup (meat) Soups are being served on a seasonal basis (October 1 <sup>st</sup> – end of March)
Salad (greens)	2	At least two (romaine, spinach, kale or mesclun mix).
Salad Toppings	20	Daily rotation of at least 20 salad toppings (10 of which must be fresh), e.g. the items should include tomatoes, olives, peppers, onions, mushrooms, broccoli, celery. etc.; additional daily items to include trail mix, sunflower seeds, croutons, granola, raisins, hard boiled or chopped eggs, shredded non-processed cheddar cheese, homemade salsa, hummus, tofu; banana chips and bacon bits. Two homemade production salads.
Salad Dressing	5	Five variety of either homemade or approved bottled dressings (must at least include two low calorie options).

Entrees	2	One (1) meat, one (1) seafood or poultry item, one (1) of these three (2) items must be a low fat entrée. (1) Starches like rice, pasta or potatoes.
Grill	3	Grill will offer at least one grilled meat: Hamburger/cheeseburger, hotdogs (all beef), Philly cheesesteak, Chicken Philly, grilled chicken breast, etc: at least one vegetarian/vegan selection; at least one specialty item such as: Gyros, Reuben, Patti melts, jumbo grilled cheese, fried buffalo chicken sandwich, etc.; at least one selection of French fried potatoes or onion rings and condiment stations to include at least: Ketchup, mustard, mayonnaise, lettuce, tomatoes, onions, pickles.
Pizza (Grill Area)	2	Meat and vegetarian option (Two times per week to replace one Grill entree)
Vegetables/Pasta Bar	4	Selection from the from the following: (1) Variety of fresh or frozen green, yellow or orange vegetables (1) leafy greens, (1) dry bean and (1) pasta with choice of (2) sauces
Dessert	4	baked item, ice cream, etc.
Bread	1	Rolls, whole wheat, whole, grain, white, cornbread, muffins, etc. as appropriate
Beverages	8	Brewed cold tea, (4-5) non-carbonated type drinks – (1) being powerade, (3) 100% natural juices, (1) being orange juice
Milk	4	Skim, 2%, chocolate, soy
Cold Cereal	3	Bran, bran flakes, rice crisps and other “sugar and non-sugar”
Condiments	Assorted	Jellies and spreads, butter/margarine, cheese, crackers, peanut butter, catsup, mustard, mayonnaise, hot sauce, soy sauce and other appropriate sauces
Fruits	4	Variety of apples, oranges, bananas, melons, grapes, berries, and peaches

**DELI BAR (M-F Lunch and Dinner)**

Item	Minimum Daily Choice	Comments,
Meats	3	Meats (turkey, ham, pepperoni, roast beef, and salami)
Salads	2	Salads (chicken salad, tuna salad, egg salad)
Cheeses	2	1 Cheddar Cheese Option, 1 Variety Option
Breads	4	Variety of breads, including one wrap
Appropriate garnishes	Assorted	Pickles, onion, lettuce, cucumbers

**Vegetarian/Vegan Line**

Item	Minimum Daily Choice	Comments,
Entrees	1	vegetarian/vegan entree
Vegetables/Pasta Bar	4	Selection from the from the following: (1) Variety of fresh or frozen green, yellow or orange vegetables (1) leafy greens, (1) dry bean and (1) pasta with choice of (2) sauces

**BRUNCH (Saturday and Sunday)**

Item	Minimum Daily Choice	Comments
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<b>10:30 AM-1:00 PM</b>		
Fruit	3	Fresh: Grapefruit, oranges, bananas, melon, berries, grapes
Yogurt	1	Plain or fruit
Entrée	1	Pancakes or French toast (rotated basis)
Eggs	2	Scrambled and boiled
Meat	1	Bacon or sausage (rotated basis)
Meat	1	Turkey Bacon or Chicken/Turkey Sausage (rotated basis)
Vegetarian	1	Veggie sausage
Waffle Station	1	Open for all meals
Hot Cereal	1	Oatmeal or grits
Vegetable	1	Hash brown, home fries or tater tots
Cold Cereal	6	Bran, bran flakes, rice crisps and other "sugar and non-sugar"
Syrup	1	Served Hot
Toast	2	White and Whole Wheat
Bread	1	Hot biscuits and bagels (Biscuits must be offered (4) days a week and bagels one (1) day). In addition, Sweet rolls/donuts once a week.
Beverages	8	Brewed cold tea, (4) non-carbonated type drinks, (3) fruit juices, (1) being orange juice
Milk	4	Skim, 2%, chocolate, soy
Condiments	Assortment	Assorted sugars (brown, cinnamon, powdered, etc.) sugar substitutes, cream, lemons, salt and peppers, butter/margarine, jellies and spreads, honey, catsup, and peanut butter
<b>11:30 AM-1:00 PM</b>		
Salad (greens)	2	At least two (romaine, spinach, kale or mesclun mix).
Salad Toppings	10	Daily rotation of at least 10 salad toppings (5 of which must be fresh), e.g. the items should include tomatoes, olives, peppers, onions, mushrooms, broccoli, celery. etc.; additional daily items to include trail mix, sunflower seeds, croutons, granola, raisins, hard boiled or chopped eggs, shredded non-processed cheddar cheese, homemade salsa, hummus, tofu; banana chips and bacon bits. One homemade production salads.
Salad Dressing	5	Five varieties of either homemade or approved bottled dressings (must at least include two low calorie options).
Entrees	2	(1) meat (1) vegetarian/vegan
Vegetables	2	(1)Variety of fresh or frozen green, yellow or orange vegetables or (1) leafy greens, or (1) dry bean

## 6.0 GENERAL FOOD SPECIFICATIONS

### All Dining Services:

The Vendor is required to use the following specifications as minimums in the preparation of all food called for under the terms of the Contract, unless specifically exempted for a given year in the Annual Plan for that year:

- Beef and veal shall be USDA grade choice for primal cuts to include round, loin, flank, rib and chuck. All ground beef shall have no more than 20% fat content without any additives. The Vendor must use a provider that certifies its beef and meat products to be E-coli free. All hot dogs must be 100% beef.
- Pork, lamb, and poultry shall be USDA grade A (#1). No mutton may be used.
- Vegetarian and black bean burgers must be of highest quality.
- Frozen food shall be USDA grade A.
- Eggs shall be grade A fancy fresh. No storage eggs will be used. Egg substitute may be used daily.
- Milk shall be grade A UNDER 30,000 bacterial count per C.C.
- Cream – 20% butterfat
- Fresh produce shall be No. 1 quality, USDA grade A.
- Canned food shall be Fancy or Choice quality. All canned fruits shall be packed in water or its own juice.
- Cheeses shall be U.S. grade A, all natural non-processed cheeses such as Cheddar, Swiss, Mozzarella, Monterey Jack, etc. For cooking purposes, processed cheeses may be used for some items as approved by the School.
- All sauces and soups shall be prepared on premises using quality ingredients, or shall be of equal quality in flavor, texture, and ingredients, if purchased. The base for soups and sauces shall provide flavoring similar to stock bases and have as low a sodium content as possible.
- Imitation or artificial based food items can be used in addition to, but not as a replacement for, real food products. Such items include, but are not limited to, imitation sour cream, artificial sweetener, non-dairy creamers, toppings, etc.
- Scratch baking is to be used in most cases, with the exception of high quality pre-made or convenience items. All recipes calling for chocolate shall require real chocolate or chocolate chips rather than imitation products. Fresh/frozen produce shall be utilized when fruits and vegetables are called for in the baking process.
- All processed luncheon meats shall be a high quality meat; at least one low salt/low fat or lean option should be available. (Preference would be cut in house deli style)
- All other food products shall be of comparable quality to the above referenced specifications. No fillers or soy additives may be used in any purchased or prepared food products except where specifically stated or approved by the School.
- All food items shall be prepared following standard industry nutritional guidelines.
- Condiments shall be USDA grade A.
- Meats should be roasted, baked or broiled. Furthermore, fried and breaded entrees should be kept at a minimum.
- Meat gravies and sauces should be served on the side not on the meat.
- Vendor should provide predominantly whole grain breads.
- Provide a variety of fresh fruit in various campus sites for afternoon snacking.

### Portion control guidelines:

In general, all extended meat or casserole entrees shall contain at least 10 pounds of meat per 100 portions. Additionally, a 2-inch hotel pan shall yield no more than 24 portions. Solid meat and fish portions shall be 5-6 ounces. Chicken entrees shall be prepared from 2 to 2½ pound birds cut into 4 portions and served 1 piece per person.

- The School may, at its discretion, demand inclusion or exclusion of certain foods, spices, brands, and/or food supplies in the inventory, recipes, and menus of the Vendor.
- The Vendor will procure and assume monetary responsibility for all food and food supplies utilized by the School under this agreement. In the course of such procurement, the Vendor will take advantage of all trade discounts and credits and credit them against the purchase price.
- The School is concerned that suppliers of food and food products to the Vendor maintain a high degree of quality, control, and sanitation.
- The School reserves the right to inspect and approve suppliers utilized by the Vendor.

### Nutrition Awareness Program:

- The Vendor shall provide and actively promote a Nutritional Awareness Program (NAP) for all residential dining that encourages an understanding of nutritional needs, a commitment to the lifelong maintenance of good health, and an awareness of ecological, political, and special food issues.
- Food included in NAP would be prepared with less sugar, salt, fat, and would contain more roughage and would include vegetarian entrees. As part of NAP, the Vendor would be expected to provide the following:
  - Calorie cards for all standard items served daily, with the number of calories per serving.

- Nutrition information boards for each entrée served in each location.
- Nutrition information through charts, brochures, posters, table tents, and other visual aids to be rotated monthly throughout the academic year, as well as web site information.
- Vegetarian and Vegan menu and purchase information should be provided as a part of this program
- A Nutritionist will be made available daily via the web, telephone or in person to provide nutritional information to students, faculty and staff.

### **Service Standards:**

The following service standards shall be followed for food preparation and serving:

- All foods must be garnished for attractive presentation whenever possible.
- Serving lines are to be well stocked throughout the entire service. The last customer is to be offered the same range of choices as the first customer.
- Serving lines, salad bars, and food display areas shall be merchandised at all times with seasonal displays, flowers, etc.
- All hot foods must reach the patron hot, and all cold foods cold. All food products must follow HACCP guidelines for preparation and serving, holding and storage.
- Vendor employees shall be trained to be polite and diplomatic in enforcing Vendor and School regulations.
- Vendor employees shall be trained to be alert and attentive to customer needs at all times.
- Vendor employees shall be dressed in clean uniforms and display warm and friendly attitudes.
- Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served. The Vendor shall adhere to the general food service standard that: if you are not willing to purchase a product yourself, it should not be served or displayed to the customer.
- Leftover food items served the night before which cannot be maintained at the same level of freshness when first served shall not be used. Leftover food items can only be served one (1) time after the initial cycle date and within 48 hours.
- All food products stored in any unit must be properly wrapped, labeled, and dated. All storage shall meet School requirements and in general be in compliance with industry and National Restaurant Association and HACCP standards.
- Display and serving areas shall be clean, sanitary, orderly, and attractive at all times. Specifically, the quality and appearance of food shall be inspected by the Vendor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the serving period.
- Any spillage or soil spots shall be removed promptly from counters, steam table pans, general serving areas, and floors.
- Salads and other pre-dished items shall be frequently replenished or regrouped so as not to convey a sparse or disheveled appearance.
- Pre-dishing of entrees shall be avoided.
- Partially used, broken, or spilled items shall be removed from the area promptly.
- Tables are to be cleaned promptly and trash receptacles are to be cleaned and emptied as required to provide for an attractive and clean facility at all times.
- All chipped dinnerware must be promptly removed from service and discarded.
- Service problems shall be anticipated and resolved immediately.
- Vendor management staff shall review problems on a daily basis and discuss and implement solutions to prevent recurrence and enable supervisory staff to react immediately. Several examples of problem indicators are: lines excessively long for sustained periods of time; bottlenecks causing gaps in lines; delays in production; products which are difficult to serve; running out of beverages or condiments; excessive shortages of trays, napkins, silverware, etc.
- Vendor shall provide for the receipt of all complaints from customers and shall respond promptly on its own behalf in a positive, courteous, and concerned manner, and shall take action to insure that causes of legitimate complaints are corrected. The Director of Residential Education, Housing and Dining Director of Residential Life shall receive copies of all complaints along with Vendor's resolution of said complaints.

### **Quality Assurance and Food Safety:**

- Standard industry nutritional guidelines will be referred to in order to set minimum requirements. Vendor must meet or exceed all HACCP guidelines, failure to do so would be considered as grounds for termination.
- Foods will be served at industry standard temperatures, currently as follows:
  - (a) Cold foods, salads, dressings, and milk: 45 degrees or less
  - (b) Hot foods, including but not limited to soups, sliced meats, extended entrees including casseroles, starches, vegetables, and hot cereals: 150 to 160 degrees.
  - (c) Eggs: 140 degrees
- All foods must be properly received, cooled and stored. Stored foods will be maintained at industry standard temperatures, currently as follows:

- (a) Refrigerated storage temperatures: Dairy/produce: 40-45 degrees, Meats 35-40 degrees.
- (b) Frozen storage temperatures: -10 to 0 degrees.
- (c) Dry storage temperatures: 60-70 degrees.
- Frozen foods, once thawed, shall not be refrozen. Leftover foods from meal service shall not be refrozen, but rather shall be labeled, dated, and refrigerated. Such foods must be used within 24 hours, with the exception of mustard, catsup, bread, and cheese. Leftover bacon and sausage shall not be served at another meal.
- All leftovers must be heated to an internal temperature in keeping with Durham Health Department and Hazard Analysis Critical Control Point (HACCP) guidelines for reuse. Dining Services management shall develop a process that incorporates HACCP monitoring, testing, and recording of serving and storage temperatures. The HACCP Plan shall be submitted to the Director of Residential Life for review on an annual basis as part of the annual plan.
- All foods shall be appropriately labeled, including vegetarian and vegan identifiers. The Vendor shall develop creative displays and attractive garnishes in each serving area. Serving lines, salad and deli bars and all other food display areas are to be attractively decorated for each meal with seasonal décor or other items.
- Vendor will develop quality standards and all its employees will be trained and instructed by Vendor in food preparation methods and procedures. All Unit Managers and Chefs must be Serve Safe certified within six months of being hired.

**8.0 CERTIFICATION AND SAFETY LABELS**

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

**9.0 CONTRACT ADMINISTRATION**

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

**10.0 CONTRACT MANAGER AND CUSTOMER SERVICE**

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

<b>Contract Administrator/Manager Point of Contact</b>		
	<b>NCSSM</b>	<b>Vendor</b>
<b>Name:</b>	<b>Norma Evans</b>	
<b>Office Phone #:</b>	<b>919-416-2791</b>	
<b>Mobile Phone #:</b>	<b>n/a</b>	
<b>Email:</b>	<b>norma.evans@ncssm.edu</b>	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues.

<b>Contract Liaison/Customer Service Point of Contact</b>		
	<b>NCSSM</b>	<b>Vendor</b>
<b>Name:</b>	<b>Michael Newbauer</b>	
<b>Office Phone #:</b>	<b>919-416-2847</b>	
<b>Mobile Phone #:</b>	<b>n/a</b>	
<b>Email:</b>	<b>newbauer@ncssm.edu</b>	

**11.0 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet periodically quarterly, if requested by the State, for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

**12.0 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

**13.0 PERIODIC STATUS REPORTS**

The Vendor shall maintain accurate, complete and separate books of account according to generally accepted accounting principles reflecting the Dining Services operations on the School campus together with appropriate supporting data and documents. The Vendor will submit to the School a quarterly statement of operations detailing net sales for each operation and all food costs, labor costs, direct costs and other costs charged to the operation. This financial statement will include quarterly information, comparative quarterly information to the previous year, year-to-date information, and comparative year-to-date information to the previous year. Explanations are to be provided for significant variations. Submit the information to the Chief Campus Officer or designee.

This shall include records pertinent to purchases from wholly owned food or supply vendors of the Vendor. All such records shall be retained by the Vendor for a period of five (5) years from the close of each contract year, and may be audited by School officials or auditors representing the State of North Carolina at any time during regular working hours without prior notice.

- The Vendor will notify the School in writing on or before August 1st of each year of any recommended changes in board rates or casual meal rates for services effective the following academic year and the ensuing summer months. Such changes must be approved by the School. Annual changes in the per person prices for breakfast, lunch, and dinner for students and staff may be based on the percentage rate of change in the Consumer Price Index (CPI) for all Urban Consumers, U.S. City Average Food Away From Home. The change in per person prices shall be based on the percentage change in the CPI, noted above, between the 1<sup>st</sup> and 12<sup>th</sup> month of the agreement. The change in per person prices shall be affected in the same manner for each renewal based upon the prior 12-month’s CPI percentage change. This process will also be used to determine decreases if the Index so indicates.

The Vendor will sign up in the North Carolina E-Procurement System within 10 days of award of this contract. The Vendor will also provide information to enroll in electronic payment.

The term "Contract year" when used herein shall mean the twelve (12) calendar months, beginning July 1st of each year and ending with June 30th of the succeeding year. The Vendor's year to date reports to the School shall coincide with the contract year.

At the beginning of the academic year, the School will furnish the Vendor with totals of all persons entitled to participate in the board rate plan, and will notify the Vendor of any changes in the totals. The School shall keep a master list of all persons authorized to be on the board rate. Reimbursement by the School to the Vendor will be based on the number of persons eligible to eat. The School shall not be charged for food service to a student after the Vendor has been notified in writing of the withdrawal of such student from the board plan. No allowance will be given for meals missed by boarding students.

The School Contract Administrator may conduct a full audit after the close of each contract year, to ensure compliance with all terms of this contract. Vendor agrees to cooperate fully with this audit and abide by its findings.

Neither party hereto shall assign, transfer, or convey this agreement or any part thereof or any interest without consent in writing of the other party. However, the Vendor may transfer this agreement to a wholly owned subsidiary, without the transferring party being relieved of any obligations or conditions of the agreement.

The Vendor will remit to the North Carolina Department of Revenue any North Carolina sales tax that the law instructs the Vendor to collect.

No commissions will be included as part of the dining services contract. The School is interested in receiving the lowest possible net daily board rate structure possible without being artificially inflated to pay commissions.

The Vendor shall be required to provide Monthly Management Reports to the designated Contract Lead. This report shall include, at a minimum, information concerning information concerning problems (real or anticipated), and deviation from previously agreed upon work plans. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within 20 business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

## **14.0 ACCEPTANCE OF WORK**

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor's work product shall be based on the following criteria:

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

## **15.0 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## **16.0 DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be

submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## **17.0 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

## 7.0 ATTACHMENTS

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### **\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**  
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### **ATTACHMENT A: COST PROPOSAL**

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Complete and return the Pricing associated with this all encompassing RFP, which can be found in the table below.

Complete and submit this Cost Proposal for Daily Rates for all meal plans for the contract year.

#### **OFFEROR’S BASE PROPOSAL**

- Per day per boarding student entitled to the 19 meals per week plan:  
\$ \_\_\_\_\_
- Per day per boarding student entitled to the 19 meals per week plan including Continental Breakfast hours (optional proposal):  
\$ \_\_\_\_\_
- Per meal casual meals for visiting students, faculty, staff, and visitors:  
Breakfast \$ \_\_\_\_\_  
Lunch \$ \_\_\_\_\_  
Dinner \$ \_\_\_\_\_
- In-Kind Contributions: \$ \_\_\_\_\_
- Capital Equipment Out-Lay: \$ \_\_\_\_\_

Summer Rates	Rate \$
<b>2024 Summer Activity Rates Daily Rate</b>	
Breakfast	
Lunch	
Dinner	
<b>Current boarding ratio for male/female on the current meal plan</b>	



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**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

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**ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

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**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION (REQUIRED)**

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Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_HUB-Supplemental-Vendor-Information\\_9.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf)

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**ATTACHMENT E: CUSTOMER REFERENCE FORM (REQUIRED)**

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Complete and return the Customer Reference Form, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Customer\\_Reference\\_Template\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf)

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**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR (REQUIRED)**

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Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Location-of-Workers\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf)

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**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION (REQUIRED)**

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Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

[https://files.nc.gov/ncdoa/pandc/OnlineForms/Form\\_Certification-of-Financial-Condition\\_09.2021.pdf](https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf)

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***

## 2024-2025 Food Services Calendar

Food Service Calendar 2024-2025								
Week	Sat	Sunday	Monday	Tuesday	Weds	Thurs	Friday	# Days
Aug 4-9		D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	5.5
Aug 10-16	B/L/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Aug 17-23	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Aug 24-30	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L	6.75
Aug 31-Sep 6			D	B/L/D	B/L/D	B/L/D	B/L/D	4.25
Sep 7-13	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Sep 14- 20	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Sep 21-27	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L	6.75
Sep 28-Oct 4								0
Oct 5- 11		D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	5.5
Oct 12-18	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Oct 19-25	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Oct 26-Nov 1	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L	6.75
Nov 2-8			D	B/L/D	B/L/D	B/L/D	B/L/D	4.25
Nov 9-15	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Nov 16-22	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L	6.75
Nov 23-29								0
Nov 30-Dec 6		D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	5.5
Dec 7-13	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L	6.75
Dec 14-20								0
Dec 21-27								0
Dec 28- Jan 3								0
Jan 4-10				D	B/L/D	B/L/D	B/L/D	3.25
Jan 11-17	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Jan 18-24	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Jan 25-31	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L		5.75

Feb 1-7		D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	5.5
Feb 8-14	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Feb 15-21	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Feb 22-28	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L		5.75
Mar 1-7		D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	5.5
Mar 8-14	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Mar 15-21	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L	6.75
Mar 22-28			D	B/L/D	B/L/D	B/L/D	B/L/D	4.25
Mar 29-Apr 4	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
Apr 5-11	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L	6.75
Apr 12-18								0
Apr 19-25			D	B/L/D	B/L/D	B/L/D	B/L/D	4.25
Apr 26-May 2	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
May 3-9	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
May 10-16	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B/L/D	7
May 17-23	BR/D	BR/D	B/L/D	B/L/D	B/L/D	B/L/D	B	6.25
			Reduced numbers of students			partial days		
			No students on campus			Total # of days		224.75