RESOLUTION

concerning

INCREASE IN BOARD FEE

at

Southern Connecticut State College

July 14, 1978

WHEREAS, The food service contract at Southern Connecticut State College between the Slater Corporation (ARA) and the Board of Trustees provides an option for renewal for a three-year period beginning August 10, 1978, and

WHEREAS, The Slater Corporation has proposed renewal at increased prices reflecting labor and food cost increases which would result in increased food service charges to the students totaling 6.7% in 1978-1979, 5.8% in 1979-1980, and 5.7% in 1980-1981, and

WHEREAS, The administration of Southern Connecticut State College finds the service provided by Slater Corporation to be satisfactory and the proposed price increases to be reasonable and accordingly recommends renewal of the contract on the terms tentatively agreed to by the campus and the Slater Corporation, therefore, be it

RESOLVED, That if the Board of Higher Education concurs, the food service charge for Southern Connecticut State College shall be increased as follows:

Effective fall semester 1978 from $358 to $382 per semester
Effective fall semester 1979 from $382 to $404 per semester
Effective fall semester 1980 from $404 to $427 per semester

and the food service contract between Slater Corporation and the Board of Trustees on behalf of Southern Connecticut State College shall be renewed for a period of three years commencing August 10, 1978 on terms negotiated by the campus administration to implement the above charges to students.

A Certified True Copy:

James A. Frost
Executive Director
TO: Frederic Rossomando  
FROM: J. C. Scheuerman  
SUBJECT: ARA FOOD SERVICE CONTRACT RENEWAL  

In the contract between the Slater Corporation (ARA) and the Southern Connecticut State College, executed August 19, 1975, an option for renewal is available August 10, 1978. According to the contract, "this three (3) year option must be mutually agreed upon in writing by both parties to this contract on or before June 1, 1978."

ARA is proposing a seven percent (7%) increase in Southern's contract payment for 1978-79 and an additional six percent (6%) in each of 1979-80 and 1980-81 under Article 36 of the contract. The following table makes a comparison of the annual increase in ARA contract charges, past and proposed, and of the past and proposed increases in the board fee to Southern's students.

<table>
<thead>
<tr>
<th></th>
<th>ARA</th>
<th>Increase</th>
<th>Board Fee</th>
<th>Increase</th>
<th>ARA - Board Fee Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual</td>
<td>1975-6</td>
<td>$632.21</td>
<td>$664</td>
<td>7.1%</td>
<td>$32 5% $44,160</td>
</tr>
<tr>
<td></td>
<td>1976-7</td>
<td>$663.82</td>
<td>$696</td>
<td>4.8%</td>
<td>$32 4.8% $44,160</td>
</tr>
<tr>
<td></td>
<td>1977-8</td>
<td>$683.73</td>
<td>$716</td>
<td>2.9%</td>
<td>$32 4.2% $44,160</td>
</tr>
<tr>
<td>Proposed</td>
<td>1978-9</td>
<td>$731.59</td>
<td>$764</td>
<td>6.7%</td>
<td>$32 4.4% $44,160</td>
</tr>
<tr>
<td></td>
<td>1979-80</td>
<td>$775.49</td>
<td>$808</td>
<td>5.8%</td>
<td>$32 4.1% $44,160</td>
</tr>
<tr>
<td></td>
<td>1980-1</td>
<td>$822.02</td>
<td>$854</td>
<td>5.7%</td>
<td>$32 3.9% $44,160</td>
</tr>
</tbody>
</table>

ARA has provided the college with its year-end fiscal reports for 1975-76 and 1976-77 and a semi-annual fiscal report for 1977-78 which we have examined to verify the validity of ARA's proposed increase in charges for 1978-79. ARA is proposing an increase in contract charges that is reasonable in terms of the inflation of labor and commodity costs that they face. For example, they renegotiated their current labor contract for a two (2) year period. Their labor costs under that contract are expected to increase eight percent (8%) in 1978-79 over 1977-78, as compared with an increase in contract charges to Southern of seven percent (7%).

The reasonableness of the ARA proposal is indicated further by the bids of ARA
Frederic Rossomando
Page Two
June 5, 1978

and its competitors three years ago for 1977-78, the third year of the contract:

<table>
<thead>
<tr>
<th></th>
<th>1977-78</th>
<th>1978-79</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARA</td>
<td>$683.73</td>
<td>$731.59</td>
</tr>
<tr>
<td>SAGA</td>
<td>$714</td>
<td></td>
</tr>
<tr>
<td>Servomation</td>
<td>$704</td>
<td></td>
</tr>
</tbody>
</table>

ARA's contract renewal bid for 1978-79 is only 2.4% above SAGA's 1977-78 bid, and only 3.9% above Servomation's 1977-78 bid. Two conclusions can be drawn. First, the existing contract specifications have led to tight and consistent bidding among the competitors. Indeed, the bidders commented three years ago on how well everything was carefully specified in detail. Second, any repetition of bidding at this time would not likely lead to any better bids than ARA's current offer of renewal, particularly in light of the inflation in the market basket during the past three years and the inflation projection for the coming year.

The table above also indicates the spread both in dollars and percentage between ARA's charges to the college and the college's income from the students. This spread has been insufficient to carry the food service overhead costs to the Auxiliary Services Fund. The food services account within the Auxiliary Services Fund has moved from a surplus position on June 30, 1975 to a negative balance of $35,000 on June 30, 1976 and to an even higher negative balance of $75,000 on June 30, 1977. In addition, the Auxiliary Services Fund has had to pay $35,000 for food service building repairs in a futile effort to stop roof leaks. Although an increase in student rates in excess of the ARA increases in its charges to the college was considered, the idea was rejected so as to limit the increase to the student to the increase to be paid ARA. Accordingly, the proposed Board Fee will simply maintain the existing $32 differential which is barely adequate to cover the utility and fuel costs approximating $40,000 and only nominal coverage of other objects of expenditure. No provision can be made within this differential to cover the replacement of worn-out and obsolete equipment, major repairs under $10,000 or the recovery of prior year accumulated deficits.

It may be worth noting that Central Connecticut State College has a differential of $107.00 this year with an average of close to 2,000 students on the contract meal plan. This generates approximately $214,000 of income for the college.

Southern, on the other hand, has a differential of $32.00 per student with an average of 1,380 contract students for an income of $44,160.

<table>
<thead>
<tr>
<th>Southern Connecticut State College</th>
<th>Central Connecticut State College</th>
</tr>
</thead>
<tbody>
<tr>
<td>716 student</td>
<td>590 student</td>
</tr>
<tr>
<td>684 ARA</td>
<td>483 ARA</td>
</tr>
<tr>
<td>32 X 1,380 = 44,160</td>
<td>107 X 2,000 = $214,000</td>
</tr>
</tbody>
</table>
The Board of Trustees recently approved a 5% increase in Central's board fees to $619.50.

The difference in contract costs between the two colleges is due to four main reasons:

1. economy in numbers: 1,380 vs. 2,000

2. much more efficient kitchen at Central. Connecticut Hall is designed for the pre-portioned food concept (where the supplier to ARA would prepare the food) which would, however, sharply elevate the price. Therefore, ARA prepares and cooks the food in a kitchen not designed for food preparation. Although the ensuing inefficiency also elevates the cost of preparation, the cost remains below that for pre-portioned food.

3. Central has its own bakery.

4. Southern has a vastly superior and demanding contract; example, greater variety, two breakfast meats, monthly steak nights, etc.

We are requesting Board of Trustees approval of the proposed increases in Board fees and of the contract extension with ARA through 1980-81 as proposed by ARA.

J. C. Scheuerman
Vice President for Administrative Affairs

JCS: pb

cc: President Manson Van B. Jennings

bcc: Mr. Robert O'Brien

June 5, 1978
May 23, 1978

Mr. James A. Halstead  
District Manager  
Slater Corporation  
6 Corporate Park Drive  
White Plains, New York 10604

Dear Mr. Halstead:

The President and Vice President of Administrative Affairs of Southern Connecticut State College have reviewed your proposed board rates for the college for the next three years.

After a thorough analysis of your yearly and weekly operating reports and your current labor contract, we have concluded that your proposed rates for the years 1978-81 are reasonable and acceptable to the college. It is our intention to exercise the option to renew our existing contract as written with the new rates as listed below:

<table>
<thead>
<tr>
<th>Number of Students</th>
<th>1978-79</th>
<th>1979-80</th>
<th>1980-81</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1375</td>
<td>$731.59</td>
<td>$775.49</td>
<td>$822.02</td>
</tr>
<tr>
<td>1376-1425</td>
<td>719.14</td>
<td>762.29</td>
<td>808.03</td>
</tr>
<tr>
<td>1426-up</td>
<td>711.05</td>
<td>753.71</td>
<td>798.93</td>
</tr>
</tbody>
</table>

If the above terms are acceptable to the Slater Corporation and it is your desire to renew the option as stated in the existing contract, would you please sign this statement in the place so designated below. This letter of intent will be forwarded to our Central Office for Board of Trustees' approval.

Date: May 25, 1978  
Contractor, Slater Corporation

Date: May 23, 1978  
President, Southern Connecticut State College
February 24, 1978

Mr. Robert O'Brien
Associate Dean for Administrative Affairs
Southern Connecticut State College
501 Crescent Street
New Haven, Connecticut 06515

Dear Bob:

As you requested, and in accordance with our contract, I am submitting for approval, the proposed board rates for the school year beginning in September 1978 and running through May of 1981.

It should be noted, that normal inflation and the ever present demands from our employees for improved wages and benefits would show a necessary increase of more than is reflected here. We realize, however, the squeeze placed both upon the College to hold down costs and upon the students' ability to afford increasing costs. Consequently, we are asking for less than we see as necessary to realize our goals here at Southern and shall rely upon increased operating efficiency and our computerized food production system to make up the difference.

Should you have any questions or if we can be of any further assistance, please do not hesitate to call on either John Darmstadt or myself.

Sincerely yours,

James A. Halstead,
District Manager

g

enc.

JH/dj
PROPOSED BOARD RATES

SOUTHERN CONNECTICUT STATE COLLEGE

<table>
<thead>
<tr>
<th>RANGES</th>
<th>1978-79</th>
<th>1979-80</th>
<th>1980-81</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- 1375</td>
<td>731.59</td>
<td>775.49</td>
<td>822.02</td>
</tr>
<tr>
<td>1376-1425</td>
<td>719.14</td>
<td>762.29</td>
<td>808.03</td>
</tr>
<tr>
<td>1426- up</td>
<td>711.05</td>
<td>753.71</td>
<td>798.93</td>
</tr>
</tbody>
</table>

ANTICIPATED COSTS FOR 1978-79 SCHOOL YEAR

1380 - AVERAGE BOARD PLAN PARTICIPANTS

- **Labor Cost**: 527,208
- **Food Cost**: 567,615
- **Direct Expense**: 143,040
- **Board Sales**: 992,413
- **Cash Sales**: 298,000
- **Total Sales**: 1,290,413
- **Sales Less Costs**: 52,550
Concession agreement for services at Southern Connecticut State College, New Haven, Connecticut.

Memorandum of agreement made this 19th day of August, 1975, between the Southern Connecticut State College of the State of Connecticut, hereinafter called the College, acting by Dr. Manson Van B. Jennings, its President, hereunto duly authorized, and Slater Corporation, a corporation organized and existing under the laws of the State of Delaware acting herein by James F. Wanink, its President, hereunto duly authorized, hereinafter called the Contractor, witnesseth:

1. Contractor shall have the exclusive right to operate the food service in all buildings on campus. It is understood that in granting such concession, the College reserves the right to review quality, quantity and pricing of food and beverages; to control the hours and manner of distribution; to make inspections at any time; and, by special permission of the President, to permit use of the facilities and equipment by groups and organizations. This contract in no way includes operation or servicing of vending equipment at College.

2. The contract shall commence on August 29, 1975 and run through August 10, 1978 with the option for a three year renewal to August 10, 1981. This three (3) year option must be mutually
agreed upon in writing by both parties to this contract on or before June 1, 1978. This contract may be terminated at any time by either party by giving the other party ninety (90) days' written notice.

3. Connecticut Hall is the main food service facility on the campus and provides a 21 meal (brunch may be a double entry meal, if approved by the College) board plan as well as a la carte sales at lunch. Hours of service shall be established by the College and shall not be less than the current schedule. The hours of operation of Connecticut Hall are currently as follows:

<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Friday</td>
<td>Breakfast: 7:00 am - 9:00 am</td>
</tr>
<tr>
<td></td>
<td>Continental Breakfast: 9:00 am - 10:00 am</td>
</tr>
<tr>
<td></td>
<td>Lunch: 11:00 am - 2:00 pm</td>
</tr>
<tr>
<td></td>
<td>Dinner: 4:30 pm - 6:30 pm</td>
</tr>
<tr>
<td></td>
<td>Cash a la carte: 11:00 am - 2:00 pm</td>
</tr>
<tr>
<td>Saturday</td>
<td>Brunch: 10:00 am - 1:30 pm</td>
</tr>
<tr>
<td></td>
<td>Dinner: 4:30 pm - 6:30 pm</td>
</tr>
<tr>
<td>Sunday</td>
<td>Brunch: 10:30 am - 1:30 pm</td>
</tr>
<tr>
<td></td>
<td>Dinner: 4:30 pm - 6:30 pm</td>
</tr>
</tbody>
</table>

4. College Memorial Union is an a la carte operation, providing a menu approved by the College, such as sandwiches, beverages, etc., to faculty, staff and students. The hours of service shall be established by the College and will not be less than the current schedule. The hours of operation of the College Memorial Union currently are as follows:

<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Thursday</td>
<td>Grill Hours: 7:30 am - 9:00 pm</td>
</tr>
<tr>
<td></td>
<td>11:00 am - 2:00 pm</td>
</tr>
<tr>
<td></td>
<td>4:30 pm - 8:00 pm</td>
</tr>
<tr>
<td>Friday</td>
<td>Grill Hours: 7:30 am - 4:30 pm</td>
</tr>
<tr>
<td></td>
<td>11:00 am - 2:00 pm</td>
</tr>
<tr>
<td>Saturday and Sunday</td>
<td>Closed</td>
</tr>
</tbody>
</table>
5. Board Program

(a) Menu specifications are in appendix attached hereto.

(b) Product specifications are in appendix attached hereto.

(c) The current school calendar is in appendix attached hereto, but may be changed by the College without additional cost.

(d) All students of College are eligible for the board program on campus. Students living in dormitories (except Schwartz) are required to participate in the board program.

(e) Service shall be cafeteria style with self-bussing.

(f) Participants in the board program shall have unlimited seconds on all items except steak.

(g) Contractor shall plan and present a special event meal at least once each calendar month during the school year. In addition, the Contractor will provide a steak meal at least once each calendar month during the school year (steak specification are in the appendix). Special event and steak meals shall not be served on Friday, Saturday, Sunday or on a day immediately preceding a scheduled recess, except as may be approved by College Administration. Special event meals are those meals above the normal menu cycle which recognize special ethnic dishes, national holiday themes, etc.

(h) The Contractor shall work closely with an appointed food service committee, composed of member of the college community appointed or approved by the College. Meetings shall be held at least bi-weekly to discuss areas of concern relative to the food service operation.

(i) Contractor shall provide special diets for health reasons only. Special diets shall be approved only upon approval of the school Health Service.
(j) Whenever 40 or more boarding students wish to have a cook-out in lieu of their evening meal, Contractor will provide food equivalent to their meal entitlement.

(k) Contractor will work with college athletic department to provide the necessary high energy diets for their teams.

(l) Bag lunches shall be available at no extra cost to students who have class or other college requirements which prevent their attending regularly scheduled noon meals. Bag lunches shall be available for pick up at least from 7:00 am - 9:00 am daily. Minimum bag lunch requirements are in appendix attached hereto.

(m) Twenty-one (21) meal plan board menus must be presented at least one week in advance to the office of the Vice-President of Administrative Affairs for approval.

6. Casual meals shall be available in Connecticut Hall for students not on the board plan. All rates, rate changes, portions and portion changes, must be approved in advance by the College.

7. Special meal rates for guests authorized by the College will be as follows:

<table>
<thead>
<tr>
<th>Meal Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$1.25</td>
</tr>
<tr>
<td>Continental</td>
<td>.90</td>
</tr>
<tr>
<td>Brunch</td>
<td>1.50</td>
</tr>
<tr>
<td>Lunch</td>
<td>1.65</td>
</tr>
<tr>
<td>Dinner</td>
<td>2.25</td>
</tr>
<tr>
<td>Festive meal or steak</td>
<td>3.25</td>
</tr>
</tbody>
</table>

8. Cash sales shall accrue to the Contractor from the College Memorial Union, Connecticut Hall casual meals and a la carte areas and from catering.

9. Contractor agrees to pay the College a sum equal to 5% of gross receipts from all sales, it being understood that the term sales, shall not include meals furnished to regular patrons for whom a standard yearly fee is paid to Contractor by College. College
reserves the right to audit these sales receipts on a bi-weekly basis. Contractor shall submit proposed cash prices and portion sizes of items to be sold on a la carte basis in Connecticut Hall and College Memorial Union.

10. Contractor shall supply a proposed organization chart of the management personnel and qualifications of the individuals.

11. The proposed Director of Food Services shall meet the following minimum requirements:

   (a) Be a graduate of an approved two-year or four-year school of food management, and have a minimum of two years successful experience in school and college food service dining hall management while in the employ of the Contractor; or

   (b) Have a minimum of five (5) years of successful experience in school and college food service while in the employ of the Contractor, including not less than two (2) years in management in a dining hall operation.

   (c) Be acceptable to the administration of the College after having been presented for an interview, and continue in the position only with the approval of the College.

12. Contractor shall hire and retain only employees acceptable to the administration of the College.

13. Contractor shall provide a proposed manning chart for the operation, including job title, wage, daily schedule and weekly schedule.

15. The College encourages Contractor to employ as many students as possible.

16. Contractor shall require all of its employees assigned to College to submit to health inspections as required by the State of Connecticut for food handlers and shall submit evidence of these examinations upon request. College agrees that, during the term of this contract and for one (1) year thereafter, it will not employ directly or indirectly, or contract with any supervisory personnel in the employ, or who have been in the employ of the Contractor at the College, and likewise the Contractor agrees not to hire or solicit for hire such persons that may be employed by the College, except by written consent. Contractor shall hire and pay all employees necessary to properly conduct said service, who shall be employees of Contractor and not of the College.

17. Contractor shall be responsible for sanitation and cleanliness in the following areas:

(a) Connecticut Hall - complete building, including all rest rooms, stairways, carpeted areas, trash removal, windows inside and out and a six (6) foot radius around complete said building.

(b) College Memorial Union - dining rooms, kitchen, storage and receiving areas, east and west corridors from security gate, patio, serving lines, including bussing of tables in Commons and Faculty dining rooms, two locker rooms and lavatories. Contractor, without exception, shall comply with all State, Federal and Municipal regulations regarding sanitation, safety and health and shall submit to required inspections of appropriate officials. Contractor shall submit a written Sanitation Program and a written Safety Program. College however, shall comply with all State, Federal and Municipal regulations regarding sanitation, safety and health as such regulations apply to
the structural facilities.

18. Contractor shall procure at its own expense all licenses and permits that may be required and will promptly pay all taxes assessed against its business herein described, but nothing herein contained shall be deemed to require Contractor to pay any real or personal property taxes assessed against any property not owned by Contractor.

19. College shall provide without cost to the Contractor the space, utilities and present fixed equipment required for the operation of a food service program. Contractor shall receipt for and use due diligence in the care and maintenance of all property supplied by the College hereunder. Upon termination of the contract, Contractor shall surrender to the College, less reasonable wear and tear, a similar inventory of equipment first received or as may have been augmented during the term of the contract. The Contractor will repair and maintain in working order, present fixed equipment as inventoried and as augmented during the term of the contract. Contractor to supply own cash registers and all necessary business machines, which shall remain the sole property of the Contractor.

20. Contractor shall receipt for and use due diligence in care and maintenance of all property supplied by the College hereunder. (Property under this paragraph shall include cutlery, pots, pans, and other utensils of a minor nature usually required in performing a food service program.) Contractor will provide at no cost to the College all replacements of expendable items provided by the College. Upon termination of the contract, Contractor shall surrender to the College, less reasonable wear and tear, a similar inventory in the original condition to the first one received or as augmented during the term of the contract.
21. Contractor shall assume full responsibility for the operation of Connecticut Hall, including the manned coat room, manned information desk and custodial service of lobby and lounge areas.

22. Contractor shall file with the College a performance bond in the amount of Fifty Thousand Dollars ($50,000.00), said bond to be for the full term of the life of the contract. Negotiable United States Government Securities acceptable to the treasurer of the State of Connecticut may be offered in lieu of the bond.

23. Contractor agrees that the services under this agreement are vital to the health and welfare of the students and others and the efficient operation of the College and if the state shall determine that the Contractor has violated the intent of the specifications or any provision of the contract, to seize the performance bond as liquidated damages, and to assign the contract to another.

24. Contractor will furnish the College with a certificate of insurance, in a form acceptable to the College, certifying that Contractor carries Workman's Compensation Insurance as well as the following Liability Insurance: Comprehensive (including products) bodily injury and property damage, all in such amounts as are acceptable to the College. The cost of such insurance will be borne by the Contractor.

25. The laws of the State of Connecticut shall apply in all cases of interpretation of the contract.

26. During those portions of the calendar year not included within the academic year, the Contractor agrees to provide food services on a cash sales basis only for such food items and daily hours of service as requested by College. The Contractor shall submit to the College at the end of each week, a detailed statement. Such statement
to show itemized direct costs of the Contractor. If the gross profit from such cash sales is less than ten percent (10%) greater than the direct costs for the service requested by the College, the College shall pay to the Contractor a management fee in such amount as required to provide for a ten percent (10%) gross profit above the approved direct costs, except that such payment shall not exceed $400.00 per week for each week of food service without the prior approval of the College. The provisions of this clause shall apply only to general food service provided for students, staff, and faculty. No management fee shall be paid for any special meal service provided for any particular group by agreement with the Contractor. The Contractor further agrees that no commission shall be paid by the Contractor to the College for cash sales during the requested period of time.

27. The College shall provide the Contractor with a list of authorized contract patrons at the beginning of each semester. Reductions in this list shall be made effective Friday of each week. Additions may be made daily.

28. The Contractor shall keep accounting records of its operations under this agreement which are separate from its records relating to other transactions. Such records shall be kept in a form and manner satisfactory to the College and shall be open to inspections and audit. Such records shall be submitted to the College upon request.

29. Contractor shall submit, on a weekly basis, records of all sales except board plan sales, upon which the five percent (5%) commission is due.

30. All food and beverage products shall be purchased by the Contractor for its own account and at its own expense and risk. The College will not be responsible for food or beverage products spoiled or loss of patronage for any reasons.
31. Billing: Payments will be made by the College for each accounting period upon processing of the Contractor's invoice. The accounting period shall be established by mutual agreement between the Contractor and the College. On September first, one estimated accounting period billing in advance will be made. This will be credited in the January accounting period. On February first another estimated advance billing for one accounting period will be made. This will be credited against the final billing of the academic year. These billings shall be based on the current contract rate for 1,200 contract patrons pro rated by 32 weeks, multiplied by four.

32. This contract shall not be assignable, in whole or in part by Contractor except with the written consent of College.

33. The undersigned certifies that no other individual, partnership or corporation has any interest in this proposal or contract and disclosure of any such other interest shall be cause for immediate termination of the contract and forfeiture of the performance bond as liquidated damages.

34. The President's Representative will act for the College in transactions between the Contractor and the College.

35. Appendix attached hereto is incorporated herein and made a part hereof.

36. Financial agreement: College will pay the Contractor in accordance with the following schedule:

(a) Regular 1975-76 College year

<table>
<thead>
<tr>
<th>Number of Contracts</th>
<th>Rate per Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 thru 1,375 contracts</td>
<td>$632.21</td>
</tr>
<tr>
<td>1,376 thru 1,425 contracts</td>
<td>621.45</td>
</tr>
<tr>
<td>1,426 contracts and above</td>
<td>614.45</td>
</tr>
</tbody>
</table>
(b) Regular 1976-77 College year

<table>
<thead>
<tr>
<th>Contract Range</th>
<th>Price per Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 thru 1,375 contracts</td>
<td>$663.82 per contract</td>
</tr>
<tr>
<td>1,376 thru 1,425 contracts</td>
<td>$652.52 per contract</td>
</tr>
<tr>
<td>1,426 contracts and above</td>
<td>$645.17 per contract</td>
</tr>
</tbody>
</table>

(c) Regular 1977-78 College year

<table>
<thead>
<tr>
<th>Contract Range</th>
<th>Price per Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 thru 1,375 contracts</td>
<td>$683.73 per contract</td>
</tr>
<tr>
<td>1,376 thru 1,425 contracts</td>
<td>$672.09 per contract</td>
</tr>
<tr>
<td>1,426 contracts and above</td>
<td>$664.53 per contract</td>
</tr>
</tbody>
</table>

The College shall inform the Contractor on a weekly basis the number of persons on the board plan; this number to be used for purposes of billing.

37. The Contractor agrees and warrants that in the performance of this contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion or national origin in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the commission on human rights and opportunities with such information requested by the Commission concerning employment practices and procedures of the Contractor as relate to the provisions of this section.

The following statement of the Labor Commissioner of the State of Connecticut is understood and agreed by both parties to be a valid stipulation of this contract:

"This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is
incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion."

CLAUSE FOR CONTRACTS, SUBCONTRACTS AND BIDS RE EXECUTIVE ORDER NO. 17:

"This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to agreement performance in regard to listing all employment openings with the Connecticut State Employment Service."

NONDISCRIMINATION CLAUSE IN STATE CONTRACTS:

Public Act No. 73-279 Sec. 13 requires that "Every contract to which the state is a party shall contain the following clause: The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion (or), national origin, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved in any manner prohibited by
the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on human rights and opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as relate to the provisions of this section."

38. The Contractor also agrees he will not begin performance under the terms of the contract until said Contractor is notified by College that said contract has been approved by the Department of Finance and Control and by the Attorney General of the State of Connecticut.

STATUTORY AUTHORITY: Section 10-109b of the General Statutes.

Date 8/21/75 Accepted
Contractor, Slater Corporation
James F. Wanink, President

Date 8/26/75 Accepted
President

Date SEP 25 1975 Accepted
Commissioner of Finance and Control

Date DEC 1 1975 Accepted as to Form
Deputy Attorney General

Accounting Classification:

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CAM: mb
8/15/75
I, RICHARD S. KAPLINSKI, hereby certify that:

1. I am the duly elected, qualified and acting Secretary of SLATER CORPORATION, a Delaware corporation (the "Company"); and

2. the following is a true and correct copy of an excerpt from Section 7 of the By-laws of the Company, duly adopted by the Board of Directors of the Company:

"Section 7. Officers: The Board of Directors, as soon as may be after the election of directors in each year, shall appoint a President, one or more Vice-Presidents, a Secretary and a Treasurer, and shall from time to time appoint such other officers as they may deem proper. The term of office of all officers shall be until the next election of directors or until their respective successors are chosen and qualified, but any officer may be removed from office at any time by the Board of Directors without cause assigned. The officers shall have such duties as usually pertain to their offices except as modified by the Board of Directors, and shall also have such powers and duties as may from time to time be conferred upon them by the Board of Directors."

3. the following is a true and correct copy of a resolution adopted by the Board of Directors of the Company by its unanimous written consent dated February 20, 1975:

RESOLVED: That the following slate of officers be elected as officers of this Company to serve until their successors are elected and qualified:

President                James F. Wanink
Vice Presidents          David D. Dayton
Treasurer                John C. Herron
Secretary                Richard S. Kaplinski
Assistant Treasurers     Harry S. Glick
Assistant Secretary      Joseph Wilkes

4. said excerpt from the By-laws and resolution have not been rescinded or modified in any manner, and are in full force and effect.

Dated: August 15, 1975

[SEAL]

RICHARD S. KAPLINSKI, Secretary
This appendix briefly outlines specifications to be used for procurement of raw foods and may be amplified as to detail by the bidder but must be adhered to as to grade.

A. Meats

1. Beef and Veal - U.S. Grade Choice
2. Lamb - U.S. Grade Choice
3. Pork U.S. Grade A (1)
4. Poultry - U.S. Grade A (1)

B. Fish and Seafoods

Fresh preferred.

Frozen products packed under U.S. D. A. inspection of a nationally distributed brand.

C. Eggs - Grade A - Fresh

D. Dairy Products - Grade A
   Milk - homogenized and fortified
   Frozen - pasturized and salmonella free

E. Fruits and Vegetables

1. Fresh - U.S. Fancy or U.S. $1
2. Frozen - U.S. Grade A
3. Canned - U.S. Fancy and Choice (Fruits)

F. Breads - enriched and fortified

NOTE: No less than 50% of fruits and vegetables served are to be fresh or frozen. Juices are to be fresh or high quality frozen.
Service Specifications

1. Menu Basics - Regular Patrons

Breakfast

Chilled Juices - Choices of at least three, one of which must be orange.

Cold Cereals - Choice of at least six, two of which must be fortified.

Fresh Fruits or Stewed Fruits

Hot Cereal - one daily

Two Entrees from Hot Cakes, Waffles, Eggs, French Toast one of which must be eggs.

Breakfast Meat (Bacon, sausage or ham) will be served three times a week with two choices and four times a week with one choice.

Variety of Toasted Breads, Sweet Rolls, Doughnuts, etc. and Butter and Jelly.

Beverage - Coffee, Tea or Milk

Lunch and Dinner

Soup or Chilled Juices, one soup or three juices.

4 - Salads one green, one fruit, one vegetable, one mould or equivalent.

2 - Entrees one solid meat, and one extended item with at least 1 1/2 oz. of protein.

1 - Potato

2 - Vegetables one green and one other

4 - Desserts one fresh fruit, one pudding, one pastry and one other.

Hot Bread or Hot Rolls plus usual White, Rye or Wheat Breads and Butter.

Beverage - Milk, Coffee, Tea, Iced Tea, Chocolate Milk, Skim Milk.
2. Portions
   a. Chops and cutlets individual portioned items - 4 oz. cooked.
   b. Steaks - 10 oz. raw.
   c. Meat, Roasts, Hams, etc. - 4 oz. cooked.
   d. Bacon - 2 strips
      Sausage - 2 links
   e. Sandwich Filling - meats - 1 1/2 oz.
      mixtures - 2 oz. with 1 1/2 oz. protein.
   f. Soup and hot cereals - 6 oz.
   g. Cooked vegetables - 3 oz.
   h. Starches - 4 oz. or 1/2 cup cooked.
      Beverages shall be available on an unlimited basis.

3. Special Features
   a. At least once per month, a U.S. D.A. Choice Steak, not less
      than 10 ounces, raw weight, shall be available for contract
      patrons.
   b. Peanut butter and jelly will be available at all meals.

4. Routine Menu Breaks
   Contractor should provide, at no extra charge for contract
   patrons, at least one special event meal each calendar month
   during the school year. Information pertaining to such special
   event meals are to be submitted to the President's Office
   thirty (30) days prior to suggested serving date.
I, RICHARD S. KAPLINSKI, hereby certify that:

1. I am the duly-elected, qualified and acting Secretary of Slater Corporation, a Delaware corporation (the "Corporation");

2. the following is a true and correct copy of a resolution adopted on October 14, 1975, by the unanimous written consent of the Board of Directors of the Corporation without a meeting pursuant to authority so conferred by the By-Laws of the Corporation:

"RESOLVED: That the President or any Vice President of this Corporation be and they are hereby authorized to execute and deliver on behalf of this Corporation any contract and other contract documents by and between the Board of Trustees for State Colleges and this Corporation for the operation of food services at any Connecticut State College."

3. said resolution has not been rescinded or modified in any manner, and is in full force and effect.

DATED: October 15, 1975

[Signature]
Richard S. Kaplinski
Secretary