

INTRODUCTION

The Middlesex County College Retail Services Corporation (RSC) has the exclusive right to operate all retail services on behalf of Middlesex County College (College). The RSC is requesting proposals from qualified dining service management companies, desiring to assume the management and operation of the College's dining and vending dining services.

This Request for Proposals specifies the expected levels of dining and vending services to be provided at Middlesex County College. This specification intends to provide all the necessary information for a bidder to make an accurate proposal.

BACKGROUND

Middlesex County College is a fully accredited, two-year institution of higher education. The campus is located in the central New Jersey metropolitan area. The main campus is spread over nearly 200 acres with approximately 27 buildings. There are two (2) satellite locations; one in New Brunswick and one in Perth Amboy.

The objective of the dining service program at the College is to satisfy the nutritional needs of the College community by providing a wide choice of products at the lowest possible price, consistent with the highest quality of food and service. To this end, the dining service program focuses on the quality of menus, the manner of service, the economy of prices and a merchandising program that provides the customer with options that are popular, attractive, enjoyable, interesting and nutritious. In addition, the program includes an educational element that personalizes the dining environment and informs the consumer about food choices that enhance health and good nutrition. Further, the program requires the careful maintenance of the College's and RSC dining service facilities and equipment.

1.0 DINING SERVICE OPERATING REQUIREMENTS

1.1 Customer Profile

The main campus enrollment is 12,000 full and part-time commuting students. There are approximately 600 full-time and 1,500 part-time employees. Academic terms include 15-week Fall and Spring semesters, the Summer semesters consisting of multiple terms overlapping a 14 week period and a 3-week Winter session.

1.2 Operating Calendar/ Hours

See Appendix C

1.3 Description of Facilities

Currently the dining operations are mainly located in the College Center on the Edison campus. See Appendix I for a diagram of the facility. The dining area contains 500 seats, which can be divided into three sections with soundproof folding partitions. Additional locations are described below. All catering is handled through the main kitchen behind the cafeteria.

1.4 Scope of Operations

The Winner's Circle and A Café are located within the College Center. The Pony Express is located in the lobby of Main Hall. Vending operations are also part of the scope of operations. The College also operates Centers in New Brunswick and Perth Amboy. It is expected that the contractor, will provide food and beverage service to the MCC community whenever the College is in operation. The exact hours of operation and locations where such services will take place will be subject to mutual agreement between the contractor and the RSC and will be based both on the needs of MCC, as well as actual sales volume. Operating hours will be expected to be consistent with past operating schedules, but are subject to adjustment by mutual agreement between the bidder and RSC. Hours of service are to continue up to the end of the advertised time with all menu items available.

1.4.1 The Winner's Circle is the major cafeteria operation on campus. It is essential that menus and service are planned so as to eliminate, or at least reduce, long waiting lines during the several rush periods. The planning of menus in the cafeteria will be the responsibility of the contractor with final approval by the RSC Executive Director. They should include "fast food" items and regularly prepared hot food entrees. The use of "branded concepts" and international style cuisines are particularly encouraged. "Branded concepts" can be your own corporate concept, not necessarily a national franchise. In variety and diversity they should include the broad range of items to suit the tastes and needs of our varied clientele.

1.4.2 The "A" Café incorporates the deli, offering a variety of hot and cold sandwiches and snack items. There is also a pizza oven in this area.

1.4.3 The Pony Express is a grab and go coffee cart set in the lobby of Main Hall offering coffee, muffins and bagels for the early morning crowd. Lunch offers pre-made gourmet sandwiches, salads, fruit and bottled beverages.

1.4.4 The contractor will be expected to provide quality catering operations on the MCC campus. This means that all catering functions be supervised by members of the management staff, that serving staff are appropriately trained and dressed in

suitable uniforms, that the food served is tasty, attractively garnished and presented, hot or cold as required, and that all catering services are performed punctually and efficiently. The contractor will be expected to print, at their own expense, an attractive catering brochure, with prices mutually agreed upon with the RSC. Catering menus will also be required to be accessible on-line. Prices will be competitive but no higher than those charged by commercial caterers in the area. Written confirmation of all catering function arrangements will be sent to the client in advance of the catering function and the distribution of itemized statements on a timely basis. The contractor will not use the facilities at MCC for their own purposes of providing services to non-related entities without the written consent of the RSC.

1.4.5 There is a warming kitchen facility complete with refrigerators, freezers, warming cabinets, storage cabinets, dishwasher and coffee urns for use during catered events in Crabiell Hall. The College is building new facilities which may offer the opportunity for other catering opportunities.

1.4.6 The contractor will provide catering services on campus for College events when requested by MCC on any day or evening during the term of this contract. This includes the serving of catered meals to College sponsored as well as outside conference groups.

1.4.7 Any exceptions to the published catering rates need to be approved by the RSC.

1.4.8 It is specifically understood that when the contractor uses areas on campus which are not primarily intended for food service (such as meeting rooms, offices and lounges), appropriate set-up and clean-up shall be undertaken by the Contractor in a timely manner.

1.4.9 The contractor is required to retrieve all equipment, trash and leftover food immediately upon completion of all functions.

1.4.10 A management representative of the Contractor will attend weekly meetings with College representatives to discuss upcoming events involving the contractor. In addition, the Director/Manager will have bi-weekly meetings with the RSC Director to discuss all operational concerns.

1.5 Anything contained in this Request for Proposal to the contrary notwithstanding, the contractor agrees that any requests to change prices for manual services, catering, and vending must be submitted to the RSC for approval. Such approval will not be unreasonably withheld.

1.6 Current Operation

Manual and Vending dining services for most recent years totaled;

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Winner's Circle	\$563,498	\$497,071	\$493,429
A Café	\$ 18,564	\$ 38,071	\$ 32,355
Pony Express	\$ 36,479	\$ 29,979	\$ 30,495
Catering	\$280,869	\$272,670	\$252,358
Vending	\$249,302	\$263,680	\$240,837
Total	\$1,148,712	\$1,101,474	\$1,049,474

2.0 PERSONNEL, PRODUCT, PRICING

2.1 Personnel

2.1.0 All employees engaged in dining and vending services on the MCC campuses will be employees of the Contractor. The personnel administration, fringe benefits, salaries and all other related matters shall be the exclusive responsibility of the Contractor.

2.1.1 All personnel policies and practices shall be in conformance with applicable federal and state laws. All Contractor personnel shall be subject to MCC regulations regarding personal behavior and use of College facilities and shall be dismissed at the request of the College for violations thereof and for conduct detrimental or offensive to the interest of the College.

2.1.2 All employees of the contractor shall be thoroughly trained and qualified in work assigned to them. All personnel shall be neatly attired and visibly identified as Contractor's employee, with uniform and identification tag.

2.1.3 The Contractor shall employ a full-time, on-site Manager/Director to oversee all food service functions. The Manager/Director assigned to the College shall be selected with prior approval of the RSC. The Manager/Director shall not bear responsibility for other accounts. The Manager/Director assigned shall not be changed more than once per year, unless mutually agreed and with thirty (30) days advance notice. The Contractor will consider any request by the RSC for a change in Manager/Director and will honor that request upon good cause shown.

2.1.4 The Contractor shall submit resumes for the proposed management team, including but not limited to; Manager/Director, Chef and other management

employees. The Manager/Director must hold a four-year degree from an accredited institution, and have a minimum of three (3) years' experience as a manager in higher education food service.

2.1.5 The Contractor shall provide at all times adequately trained personnel. RSC requires that all personnel employed by the contractor attend the Food Safety Handling class at the Contractor's expense.

2.1.6 The Contractor shall have the Manager/Director or other management personnel on site during all hours the dining facilities are open, including catering services.

2.1.7 The Contractor shall bear financial responsibility for any vandalism or loss due to acts on the part of its employees.

2.1.8 The Contractor shall continue to provide services under the contract in the event of College labor disturbances.

2.1.9 All personnel must observe College regulations, including parking. It is understood and agreed that the Contractor is an independent contractor and not an employee of the College or RSC.

2.2 Products and Pricing

2.2.1 The successful Contractor shall obtain and pay for all food, beverages, snacks, candies and other items and supplies of every kind which are to be sold on campus and in the vending machines. All products shall be of quality satisfactory to RSC and the College.

2.2.2 The Contractor shall be responsible for providing such additional equipment and fixtures as may be necessary for the successful operation of the Dining and Vending services. If merchandise must be transported by the contractor in order to provide the services required by the College, the Contractor shall be responsible for providing appropriate vehicles at its own expense.

2.2.3 All menu concepts and pricing need to be approved by RSC prior to implementation.

3.0 VENDING OPERATING REQUIREMENTS

There are currently 53 machines in 15 locations around the Edison campus, and satellite locations; New Brunswick and Perth Amboy Centers. (See Appendix D for machine types and locations).

3.1 Services

3.1.1 The Contractor shall have the right to install and operate food and beverage vending machines at on-campus locations to be approved by the College and the RSC.

3.1.2 All brands are to be limited to those of national and local acceptance. The College reserves the right to reject any brand. The College will determine any exclusivity. During the duration of the contract, price adjustments may be made by mutual agreement upon proof of increases by the manufacturer and NY metropolitan CPI. No changes can be made unless they are submitted in writing and approved by the Executive Director of the RSC.

3.1.3 RSC and the College reserve the right to negotiate/barter with national brand named food/beverage companies for exclusive branding of operations.

3.1.4 The prime Contractor may sub-contract vending, providing the prime contractor is wholly responsible for performance and indemnifies Middlesex County College and the MCC Retail Services Corporation from any losses resulting from the subcontractor(s) failure to perform.

3.1.5 The present equipment is the property of the current contractor. All vending machines are to be new, state of the art equipment; energy efficient and have the ability to accept bank cards as well as cash. The contractor, at his own expense, shall perform all services required, including installing, maintaining, cleaning and stocking of vending machines at proper operating levels with standard brands of product acceptable to the College. **Cigarette vending is prohibited on the College campuses.**

3.1.6 It is expressly understood and agreed that no building, structure, equipment or space is leased to the Contractor; that the Contractor is a licensee, and that the Contractor's right to occupy the same and to operate the concession hereby granted shall continue so long as each and all the undertakings, provisions, covenants, agreements, stipulations and conditions of these specifications are strictly adhered to by the Contractor.

3.1.7 It shall be understood that all vending machines are and shall remain the property of the Contractor.

3.1.8 The Contractor shall keep the area around the machines in a clean, attractive and sanitary condition. All vending machines are to be full and clean.

3.1.9 The contractor shall provide additional vending operation services as are reasonably requested by the College.

3.2 Machine Maintenance

3.2.1 The contractor must provide vending machines that are either new or not older than four (4) years as of the date of installation. Contractor must be able to show proof of age for used machines, and they must be acceptable to the college.

3.2.2 The contractor shall provide vending machine maintenance and repair service 24 hours a day and seven days a week so as to minimize vending equipment down-time should malfunctions be reported. All calls for service made prior to 12 noon on any day must be answered the same day. All service requests received after 12 noon must be completed by noon of the following day.

3.2.3 Equipment which cannot be returned to full service within 72 hours of notification of need of repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service.

3.2.4 The Contractor shall have access to machine locations during the College's operating hours in order to service and maintain the machines properly.

3.2.5 The College shall notify the Contractor promptly of any failure of the machines to function properly and of any other matters affecting the proper operation of the machines, and further shall permit only authorized agents of the Contractor to remove, open, or adjust the machines.

3.2.6 The Contractor shall be responsible for all repairs and replacements of vending equipment on the College's premises.

3.3 Accounting, Payments and Commissions

3.3.1 All vending machines furnished for this contract shall be equipped with non-resettable, tamper proof counters, which register every sale. Total dollar volume and number of vends shall be entered on monthly statements.

3.3.2 The Contractor shall submit to the RSC a monthly statement showing beginning and ending meter readings, gross sales, refunds, net sales and commission. Commission payments shall be made on net sales (after refunds) for that period and not on deposits made.

3.3.3 The RSC shall retain supervision over the activities of the Contractor with respect to the provisions of the contract, and shall have the right to inspect and audit the Contractor's account that pertains to all machines at the College. The RSC shall also make other inspections or audits as deemed necessary to ensure contract compliance.

3.3.4 Upon request, the Contractor shall meet with the RSC and review each monthly statement, explain deviations, discuss problems, and mutually agreed on

courses of action to improve the results of the required services included in this contract. Monthly statement adjustments required as a result of review and/or audit shall be identified and reflected on the next monthly statement.

3.4 Facilities

3.4.1 The Contractor shall take reasonable and proper care of all facilities provided by the College. In the event that any facilities provided by the College are damaged on the part of the Contractor's employees, the Contractor shall reimburse the College for the cost to repair or replace same.

3.4.3 The Contractor shall be responsible for all garbage and trash removal caused by filling the vending machines, at their own expense.

3.5 Refunds

3.5.1 The Contractor shall post their company name and telephone number on each machine so they may be contacted in the event of a problem. The Contractor shall clearly post information on their refund policy and procedure at each vending site. The Contractor shall make obtaining a refund accessible between the hours of 7:30am and 6:00pm, Monday through Thursday; 7:30 – 2:30, Friday. An alternative for off-hour refunds must also be made available.

4.0 SOLICITATION INSTRUCTIONS AND CONDITIONS

4.0.1 Information requested from bidders must be furnished completely in compliance with the instruction. The RSC, notwithstanding any other provision of this request for proposals, expressly reserves the right to:

- a. Waive any insignificant defect or informality in any proposal or proposal procedure;
- b. Reject any and all proposals;
- c. Reissue a request for proposal;
- d. Negotiate with any or all of the company representatives.

4.0.2 All items received in response to this Request for Proposal shall become the property of the RSC. The bidder shall not use, disclose, or furnish others any information relative to such items without first obtaining written consent of the Executive Director of the RSC, and then only subject to such conditions as the Executive Director may prescribe. All proprietary information disclosed to the RSC shall be held in confidence and used only in performance of the contract except as may otherwise be required by law.

4.1 Term of Contract

4.1.1 The term of the contract will be for a period of five [5] years with an option by RSC to renew for five additional periods of one (1) year each. The initial contract term begins on July 1, 2016 and ends on June 30, 2021, subject to satisfactory quality performance of the Contractor based upon annual evaluations.

5.0 PROPOSAL REQUIREMENTS

5.1 Contractor Experience and Reputation

5.1.1 The purpose of this request for proposal is to obtain data from each bidder to enable the RSC to determine which Contractor is best able to meet all criteria under consideration for award of this contract. In this regard, each bidder shall furnish, as part of the request for proposal, a complete general description of capabilities in providing dining services to a college.

Provide a list of all locations where bidder is currently operating a college or university campus dining service including;

- College name, address, and telephone number
- Contact name (Client contact administrator)
- Length of time bidder has held contract
- FTE enrollment and sales revenue (manual and vending listed separately) during the most recent year of operation

5.1.2 Provide a list of all locations where bidder has lost the contract within the last three (3) years, following the same criteria as above.

5.1.3 Provide Headquarter location of bidder.

5.1.4 Provide a certified audited financial statement of the bidder's last two (2) fiscal years, and a Dun and Bradstreet (D & B) rating if available.

5.1.5 Provide descriptions of bidder's personnel policies, educational and training programs for managers, supervisors and employees.

5.1.6 Provide an organizational chart showing the corporate structure of the bidder with a description of the qualifications, credentials and location of upper level and regional management support staff.

Outlined below is specific information required by the RSC regarding staffing requirements:

- Submit an organizational chart showing the line of communication for management and employees

- Submit resumes for the proposed Director and management positions (including education, years of employment with bidder, lever of experience, professional training, current position with bidder)
- Submit anticipated staffing schedule according to hours of operation by unit location
- Indicate whether employees to be assigned to the facility will be union at commencement of the contract. Bidder will provide a copy of its Union Contract/Agreement if union personnel are to be used. Currently employees are members of the I.B.E.W. union.

5.1.7 Show methods the bidder will utilize to insure customer satisfaction with the dining services provided.

5.1.8 Provide a list of all outstanding judgements against the bidder for the last five (5) years.

5.2 Plan of Operation

5.2.1 The bidder is to include a written statement indicating the firms understanding of the College's requirements as outlined in this RFP and the bidder's plan in meeting these requirements. The plan must be sufficient in detail to permit evaluation by RSC including; staffing, supervision, servicing levels, merchandising and product line, maintenance programs, and evidence of expertise.

5.2.2 Bidder shall provide an explanation of the type of vending equipment to be installed on the MCC Campuses. Manufacturer's cut sheets may be included.

5.2.3 The bidder shall furnish the concepts proposed for dining services in adequate detail to provide a clear concept of the meals to be served in the cafeterias and catering service. Our diverse population requires varied menus to meet the needs of our ethnic and vegan members.

5.2.4 The bidder shall submit a complete menu list of all items to be sold showing portion sizes and pricing.

5.2.5 The bidder shall submit a catering booklet with pricing, outlining sample breakfast, lunch and dinner menus, as well as buffet and refreshment break items.

5.2.6 The bidder shall submit a complete list of proposed products, by brand, to be offered in the vending machines along with the proposed selling prices.

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5.3 Safety and Sanitation

5.3.1 Briefly describe the approach to sanitation and safety practices as well as the programs used to train and reinforce those standards.

5.4. Cost and Financial Information

5.4.1 Bidder shall complete two (2) pro forma statements, one for all manual food services and one for vending services, following the format outlined in *Appendix B*.

5.4.2 Bidder is to complete the attached quotation sheet, *Appendix A*, which will indicate the rate of commission, and guaranteed total to be paid the MCC Retail Services Corporation.

6.0 RESPONSIBILITIES OF THE CONTRACTOR

6.1 Accounting Records and Audit

6.1.1 The Contractor shall maintain accurate, complete and separate book of accounts for this contract, according to generally accepted accounting principles reflecting all dining service operations on the College campuses. All appropriate supporting data and documentation shall also be maintained on College premises.

6.1.2 The Contractor shall make said books of accounts and supporting data and documents available for inspection, reproduction, and audit by RSC at all reasonable times for a period of three (3) years after the close of the fiscal year.

6.1.3 The Contractor shall submit to RSC monthly operating statements, including profit and loss statements, depreciation schedules, and cash sales receipts for all dining services within twenty (20) days after the close of each month.

6.1.4 Each operating statement shall present sales by location and type, and actual revenue and expenses for the current month as well as the year-to-date with percentage ratios given for each item.

6.1.5 The format for operating statements will be in accordance with the Pro Forma statements in *Appendix B*, unless the successful proposer's current format is approved by RSC in writing.

6.1.6 All billing and collections for special events, catering, conferences, etc. shall be made by the Contractor. The RSC and the College shall not be held liable for any unpaid accounts that are deemed uncollectable.

6.1.7 Costs incurred by the Contractor for services not approved, permitted or beyond the scope of the contract shall be an expense of the Contractor.

6.1.8 Upon request by the RSC, the Contractor shall agree to an annual audit by a certified public accountant of the Contractor's financial statements and operations pertaining to the College for said contract year. The cost of the audit is to be borne by the Contractor. The certified public accountant proposed to do the audit must be acceptable to RSC. The Contractor shall, within thirty (30) days of receipt of written notice, correct any deficiencies in accounting procedures noted by said CPA and both parties to the contract will correct any underpayments or overpayments by either party.

6.2 Facilities and Equipment

6.2.1 The Contractor shall be responsible for maintaining the facilities in good condition throughout the term of the contract and notify the RSC, in writing, of any maintenance problems beyond the scope of the Contractor's responsibility. The Contractor will be required to keep facilities and equipment in proper condition and replace any loss and breakage due to negligence of the Contractor's employees. At the expiration of this agreement, the Contractor must surrender same to the College in the same condition as said facilities were in at the start of the contract except for normal wear and tear.

6.2.2 The College reserves the right to use its dining space and food facilities for special activities and meetings. This space will be cleaned and rearranged after each use by the College so that no cost will be incurred by the Contractor.

6.2.3 Under no circumstances is any RSC or College equipment to be removed from Campus without written approval of the RSC Executive Director. Said equipment shall not be used for outside gain or any other purpose than to provide services to the College community. The Contractor will be responsible for the daily care and repair of the equipment used in the dining service areas.

6.2.4 Prior to the start of the contract, a representative of the Contractor, together with a representative of the RSC, shall prepare a detailed inventory of all dining service equipment as well as a list of dishes, utensils, and other kitchen supplies available to the Contractor for use during this contract. This list will be signed by both representatives and will become the basis for settling the account with the Contractor at the end of the contract period. It should be understood that the Contractor shall make restitution to the RSC for any equipment missing or broken at the end of the contract period based on replacement value. All equipment shall be inventoried annually by the Contractor and an updated list must be presented to the RSC prior to the end of each contract year.

6.2.5 The College and RSC own the kitchen equipment and the Contractor will be permitted to use this equipment. The Contractor is responsible for maintaining

and/or replacing this equipment as needed. Approval by the RSC must be obtained prior to any purchase. The RSC may repurchase from the Contractor this equipment based on the depreciated value at the completion or termination of this contract agreement. All equipment purchased by the Contractor will be depreciated on a six (6) year straight-line basis and the RSC may purchase this equipment at its depreciated value.

6.2.6 The Contractor shall engage in a contract with a licensed, approved firm to maintain and repair all refrigeration units in the dining service areas. Such a contract should include preventive maintenance twice per year, such as vacuuming compressors and checking refrigeration controls. The Contractor shall take care of all equipment as if it were their own. In the event of the need for service or repair, Contractor shall first contact RSC before calling for service at Contractor's expense. The Contractor shall submit to RSC, at the end of each quarter, a report of the preventive maintenance conducted on all of the kitchen equipment.

6.2.7 With respect to the maintenance of the facilities, the College has certain crafts (such as electricians, plumbers, etc.) available for general repairs and services but at full cost to the Contractor, providing manpower is available at the time of request. The primary responsibility remains with the contractor to obtain these services in the open market place. Written approval of all work must be obtained by the Executive Director of the RSC and the Director of the College Center during the planning stage as well as prior to any work being started.

6.2.8 The Contractor shall have the ovens in all kitchens cleaned weekly; they shall be thoroughly cleaned and degreased at least once a month. All floor drains shall be kept free flowing, odor free and sanitized periodically. *The College engages in a drain enzyme program to prevent build up, which the contractor shall be expected to participate in at their own cost.* Bi-annual inspections will be required of the grease trap, and service records will be required to be submitted to the College after each inspection.

6.2.9 All trash shall be collected in plastic lined trash containers and disposed of after each meal or as the need arises. Trash containers shall be cleaned on a regular basis to prevent the growth of bacteria and unpleasant odors. Food trash shall be separated from all glass, cans, plastic and cardboard. Trash in common areas, such as hallways, dining areas and lounges, will be collected by college personnel. Trash in kitchens and food preparation areas is the responsibility of the Contractor.

6.2.10 The College has a mandatory recycling program. The Contractor is required to comply with all aspects including but not limited to the collection, storage and location of assigned containers. The College will provide adequate means of storage and removal outside the loading dock area. All glass, aluminum

and plastic containers shall be separated from food trash. Cardboard boxes and cartons shall be separated, broken down for recycling.

6.3. Marketing

6.3.1 The Contractor agrees that it will conceive and run a professional marketing campaign to attract on-campus customers. The campaign will be submitted to the RSC for approval.

7.0 COLLEGE'S RESPONSIBILITIES

7.0.1 The College shall engage the services of a licensed pest control company for servicing the dining service areas on a periodic basis, usually weekly. The Contractor shall permit the pest control company access to dining service areas for performing this function. In the event it becomes necessary for more frequent servicing in the dining service areas, it shall become the Contractor's responsibility to reimburse the College for said expense.

7.0.2 The College shall engage the services of a trash removal company for emptying all trash, and recycling dumpsters. The Contractor is responsible for placing all trash and recycling in the appropriate container for storage until pick up.

7.0.3 The College shall have all vent hoods, subject to grease, professionally cleaned twice a year. The Contractor will work with College personnel in the scheduling of this service.

7.0.4 The College will sweep, mop and vacuum the dining areas know as Cafeterias A, B and C on a daily basis according to the schedule of operational hours.

7.0.5 The College will be responsible for cleaning of the restrooms in the kitchen area on a regular basis.

7.0.6 The College will also provide periodic cleaning of the walls, ceilings, drapes, windows and lighting fixtures within cafeterias A, B and C.

7.0.7 The College will supply all required utilities to the contractor; electric, heat, water and air. The College will provide voice and data hook-ups in the dining service offices. The College will provide telephones with the cost to be borne by the Contractor.

7.0.8 The College shall not be liable to the Contractor for any losses that may result from the interruption, failure, quality or quantity of any utilities provided by the College. The College will make a best effort to maintain these services, but shall not be responsible or liable to the Contractor for any disruption of same.

8.0 GENERAL CONDITIONS

8.1 Sanitation and Safety

8.1.1 The Contractor will provide for the custodial upkeep and cleanliness of all facilities to standards satisfactory to the regulatory agencies and to the quality requirements of the RSC and College. To accomplish the above, the Contractor shall employ sufficient personnel to ensure satisfactory and sanitary operations. The Contractor will train all employees to follow a “clean-as-you-go” policy. The RSC will have the right to inspect the premises at any time and to require compliance with the College’s accepted standards of custodial maintenance and general dining service sanitation.

8.1.2 The Contractor will be responsible for following good manufacturing practices at all times. The flow of food through the organization shall be monitored using the Hazard Analysis Critical Control Point (HACCP) system or a similar food safety system to insure a wholesome and safe food product. The food safety system should include but not be limited to: the personal hygiene of all food handlers, the purchasing, receiving, storage, preparation and serving of foods, the cleanliness and sanitation of facilities and equipment, and safety issues.

8.1.3 If the Contractor notices any condition which is unsafe, unhealthy, or in any way could cause an accident, the Contractor shall make or cause to be made appropriate repairs to remedy the condition. The Contractor is responsible to notify the RSC in writing of any potential violations which, under terms of the contract, the College carries the responsibility to correct. The Contractor will notify the Executive Director of RSC immediately of any accidents or safety hazards.

8.1.4 The Contractor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 or the applicable standards promulgated under said Act. Equipment furnished by the Contractor for the performance of this contract shall be free of conditions which violate OSHA and its applicable standards. Should repairs, alterations, modifications or replacements be required to comply with the cited Act, such action shall be the responsibility of the Contractor.

8.1.5 The Contractor shall monitor the dining areas before and during service hours to maintain the dining rooms in a clean and orderly fashion. Tables and chairs are to be aligned and cleaned regularly.

8.1.6 The Contractor will be responsible for training employees in all areas of sanitation and safety. It is the goal of the College that the Contractor will serve nutritionally sound, microbiologically safe and aesthetically pleasing food.

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8.2 Fire and Other Emergencies

8.2.1 The Contractor employees shall immediately pull the fire alarm closest to the location of the fire and immediately call the College's police number, ext. 2500 in the event of fire or other emergency. The Contractor shall train all employees to respond to fire, civil defense, bomb threats or other emergencies based on the procedures established by the College.

8.2.2 The Contractor will provide the RSC prompt written notice of any damage occurring to the premises, through fire, flood or other means.

8.2.3 The College police will be required to have access to Food Service areas for EMERGENCY purposes ONLY. The Contractor must provide a list of available personnel in the event of an emergency or security violation.

8.3 Food Standards

8.3.1 The Contractor is required to offer a selection of menus, which are creative, innovative, culturally diverse, nutritionally sound, aesthetically pleasing, and safe. The Contractor must agree to comply with all Federal, State, and Local regulations governing the purchasing, storage, preparation, and serving of food. The Contractor will be responsible for obtaining and maintaining all necessary licenses, permits, and food handlers cards as required by law and to post such permits within the specified area as required by law.

8.3.2 Procurement of food will be the responsibility of the Contractor. All food purchased must meet acceptable standards of quality and be purchased from an approved source. All food shall be clean, wholesome, free from spoilage, free from adulteration and misbranding and safe for human consumption.

8.3.3 The Contractor must comply with all federal, state, and local statutes, ordinances, and regulations, including the New Jersey State Sanitary Code, Chapter X0 Sanitation in Retail Food Establishments and Food Beverage Vending Machines, N.J.A.C. 8:24-1.1 through 8:24-14.14 and the most current model FDA Food Code.

8.4 Hospitality, Culinary Arts and Dietary Technician Department [HCD]

8.4.1 The HCD Department will require the services of the Contractor for the Quantity Food Production classes. During the Fall and Spring semesters the HCD department prepares food for the Winner's Circle. The number of meals prepared varies according to the number of students enrolled in the HCD Quantity Food Production classes; however, approximately 10 days in the Fall semester and approximately 32 days in the Spring semester will be prepared by the students. The HCD faculty are required to prepare the menus and submit them to the Contractor. The raw food supplies are purchased by the Contractor using the

ingredient work sheet submitted by the HCD faculty. No substitutions may be made without approval of the faculty member. HCD students will prepare the food and transport food to the Winner's Circle prior to service. The Contractor will hold, assemble and service the food according to the New Jersey State Sanitary Code; Chapter XII Sanitation in Retail Food Establishments and Food and Beverage Vending Machines. The Contractor will receive sales revenues on those dates. A price list will be supplied by the Contractor to the HCD faculty prior to the start of each semester for use in preparing menus and ingredient lists.

8.5 Financial Terms and Conditions

8.5.1 The Contractor agrees to keep accurate and correct records of all transactions involving monies received and expenses incurred, and make all pertinent records available to RSC at any time. The Contractor shall make available to RSC, upon request, any information regarding purchasing prices negotiated on a local or national basis that may affect the College.

8.5.2 All cash transactions shall be rung through a cash register. All cash or point of sale registers shall have non-changeable grand totals. Readings shall be taken at the beginning and end of each day, and tapes are to be retained for one year beyond the period of the contract for possible audit by RSC.

8.5.3 All revenues derived from the dining service operations shall revert to the Contractor. For the privilege of operating said operations, the Contractor shall pay RSC the percentage of gross sales stipulated by the Contractor on their quotation sheet. Bidder shall indicate the fees and commissions to be paid to the RSC on the attached quotation sheet (*Appendix A*).

8.6 Pro Forma Statement

8.6.1 'Sales' shown on the dining service Pro Forma Statement (*Appendix B*) shall be defined as net sales (gross sales minus any applicable taxes). 'Sales' is to include catering and vending if applicable.

8.6.2 The items of expense listed below, incurred in accordance with the provision of the agreement, shall be paid for by the Contractor. Operating expenses authorized may include, but not necessarily be limited to:

- Cost of Food and Beverages
- Salaries and Wages
- Payroll Taxes
- Employee Benefits
- Uniforms
- Laundry Expense
- Paper Supplies
- Cleaning Supplies
- Office Supplies

- Advertising & Promotions
- Telephone
- Insurance
- Repairs & Maintenance
- Rentals
- Depreciation
- Licenses & permits
- Auto Expense
- General & Administrative Fee
- Other (replacement of china, glass, flatware, miscellaneous kitchen wares)

8.6.3 Expenses which are to be absorbed by the contractor and are disallowed under this contract includes:

- The expense of payroll computations and the disbursement of the payroll
- Wages and salaries of home office employees and general administrative, executive and management officers
- Accounting expenses including cost of producing financial reports
- Home office management costs such as transportation of management as related to this contract
- Repairs necessary as the result of the negligence of the Contractor or his employees
- Legal expenses
- All taxes except for payroll taxes, and any other taxes which are directly applicable to this account.

8.6.4 Compensation shall be forwarded to the RSC no later than the 30th day of the following month, equal to the agreed percentage of the bidder's gross sales for the prior month. The twelfth payment shall include the difference between all monthly payments made by the Contractor for the agreed year and the minimum guaranteed commission, if any.

8.6.5 All financial records must be maintained at a location within the State of New Jersey. The RSC and the Contractor both have the right to renegotiate the guaranteed minimum fee or commission percentage gross annual sales, only if the enrollment drops by more than ten (10) percent in a contract year.

8.6.6 The Contractor shall pay for all permits, licenses, fees, sales taxes and other taxes, to give all notices and to comply with all laws, ordinances, rules and regulations of the local municipality and the State of New Jersey.

8.7 Indemnification

8.7.1 The Contractor agrees to be responsible for, indemnify, and hold harmless RSC and the College, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may

happen to occur in connection with and during the performance of the contract including, but not limited to, claims under the Worker's Compensation Act.

8.7.2 The Contractor shall be responsible for all cost of dining service operations on the College campus (except as specifically noted in this contract) and will hold the RSC and the College harmless from any and all claims, demands or liabilities on account thereof, except for claims caused in whole or in part by the negligence of the College, its agents or employees, for which the College shall remain liable.

8.8 Termination of Contract

8.8.1 In the event the Contractor breaches any of the terms and provisions of the Contract, the RSC reserves the right to accurately and specifically describe the unsatisfactory performance or condition in a written notice sent by registered or certified mail to the Contractor and expect that this be corrected within a thirty (30) day period from the date the notice is sent. If the described performance or condition is not corrected satisfactorily within this time period, a thirty (30) day notice of cancellation of the contract may be given to the Contractor by registered or certified mail. Upon providing such written notice, the RSC may procure the services described herein from other sources and may hold the contractor responsible for any and all excess costs or for any and all losses occasioned thereby.

8.8.2 The RSC may terminate this contract in whole whenever it is determined that such termination is in the best interest of the RSC and the College. Such termination shall be effected by giving ninety (90) days written notice of its intent to cancel. Notice of cancellation shall be by both certified mail and first class mail to the Chief Financial Officer or the contract administrator of the Contractor.

8.8.3 Upon termination of the contract, the Contractor shall remove its own equipment from the premises and restore the premises to as good a condition as at the commencement of operations. The Contractor and the RSC shall jointly conduct a closing inventory and the Contractor shall replace or repair all lost, damaged, destroyed or missing equipment and any deficiency between opening and closing inventories. Surrendered premises shall be left in a clean and orderly state, satisfactory to the RSC.

8.8.4 The Contractor agrees to permit prospective proposers for a subsequent contract access to the premises for the purpose of inspecting equipment and facilities during the bidding period at times mutually agreeable to the College and the Contractor.

8.8.5 After the new contract is awarded, the Contractor shall permit the new Contractor access to the premises at mutually agreeable time for an orderly phase-in of the new Contractor.

8.9 Assignment Prohibition

8.9.1 The Contractor shall not, at any time, sub-contract, transfer or assign said services to be performed under the contract, either in whole or in part, without the prior written consent of the RSC. The Contractor shall not assign, by power of attorney or otherwise, any of the monies due to become due and payable under the contract without written permission by the RSC. Violation of this prohibition will be considered at default and will be cause for termination of the contract as default.

8.10 Rights Reserved

8.10.1 The RSC reserves the right to exclusively authorize and approve all retail selling prices, portion sizes, methods of service, and hours of operation at each location. The RSC also reserves the right to intercede, inspect and evaluate if changes are made in areas of quality, safety, sanitation and maintenance of facilities listed in this agreement.

8.11 Dishonest Acts

8.11.1 The Contractor shall reimburse RSC for any direct loss of money or property resulting from dishonest acts on the part of the Contractor's employees.

8.12 Amendments

8.12.1 The Contractor shall not be varied in its terms by any oral agreement or representation or otherwise, nor by an instrument in writing of subsequent date hereto executed by both parties or other persons duly authorized.

8.13 Alcoholic Beverages

8.13.1 The Contractor shall not purchase any alcoholic beverages except those used in cooking. The Contractor may provide bartending services and/or pour wine if said alcoholic beverages are purchased directly by MCC, RSC or other authorized customers. The Contractor will abide by all federal, State, and local laws and regulations pertaining to alcoholic beverages as well as any policies established by the College regarding such use on campus.

NOTE: THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY. THIS IS NOT AN OFFICIAL BID DOCUMENT.