

**REQUEST FOR PROPOSAL  
CAFETERIA AND FOOD VENDING SERVICES**

South Suburban College is interested in receiving proposal for the provision of cafeteria and food vending services, for a term of five (5) years, as per the attached requirements and specifications.

Full cafeteria service must be in place no later than August 21, 2017.

Proposals are to be submitted to the College up to the hour of 9:00 AM on July 19, 2017, in room 2115. Proposals will be publicly identified at that time in the President's Conference Room, 15800 South State Street, South Holland, Illinois. Due to the possibility of negotiation with any of the vendors submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal, the content of proposals will not be divulged at the time of opening.

The proposals must be signed by an official authorized to bind the vendor and it shall contain a statement to the effect that the proposal is firm for a period of at least 120 days from the closing date for submission of proposals.

This solicitation does not commit South Suburban College to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for articles of goods or services. South Suburban College reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this Request for Proposal if it determines that it is in the best interest of the College to do so.

**There will be a mandatory pre-proposal conference at 10:00 AM on July 12, 2017 in the President's Conference Room.** Questions concerning the content of the project and procedural aspects of the Request for Proposal will be answered at this time. All vendors must attend this meeting to be considered.

Any questions or request for information must be submitted prior to the adjournment of the pre-proposal conference. Once the conference is adjourned, no further question will be addressed. Any questions not answered during the conference will be responded to in writing via e-mailed to all potential vendors.

## General Information

Only sealed proposals will be accepted. **The envelope must be clearly marked to indicate it contains a proposal for the provision for cafeteria and food vending services.** Facsimiles will not be accepted. The name of the successful vendor will be posted on- line at [www.ssc.edu/purchasing](http://www.ssc.edu/purchasing). We estimate, but do not guarantee, the contract will be awarded at the August 10, 2017 Board of Trustees meeting.

The responsibility of the Bidders will be considered in making awards.

Vendor is not barred from bidding on this project as a result of a violation of either 720 ILCS 5/33E-3 (bid rigging) or 720 ILCS 5/34E-4 (bid rotating).

Vendor agrees to comply with all related applicable state and federal laws in the performance of this contract.

Vendor agrees to comply with all related laws and regulations including S 6.1 of Public Contracts Section of Rules and Regulation of the Illinois Department of Human Rights.

Vendor agrees to execute a contract with the College, on the basis of the proposal if accepted, and agrees to furnish all bonds and insurance in accord with the Bidding Documents.

Vendor agrees that it will pay not less than the prevailing rate of hourly wages for work of a similar character in the same locality and in which the work is performed and not less than the general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor pursuant of 820 ILCS 130/1 et.seq.

Vendor agrees to keep an accurate record showing the name and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wage paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to agents of the Illinois Department of Labor.

Vendor and all subcontractors agree jointly and severally that they will defend, indemnify and hold harmless the College from any and all claims, demands, liens, or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, 820 ILCS 130/1 et.seq. or by a laborer, worker or mechanic employed By the contractor or subcontractor who alleges that he or she has been paid for services in a sum less than prevailing wage rates required by Illinois law.

Proposals will be reviewed for items specified herein or attached hereto under the terms and conditions of this proposal and general specifications attached.

Proposals must be made in the official name of the firm or individual under which business is

conducted (showing official business address) and must be signed in ink by a person authorized to legally bind the person, partnership, company or corporation submitting the proposal.

By submitting a proposal the vendor agrees to be governed by the terms and conditions set forth in in this document. Any proposal containing variations from terms of the Request for Proposal and the successful vendor's proposal provide the specification for and obligation of both parties for the dining and vending services operation. An agreement to be executed by all duly authorized representative, this Request for Proposal and the successful vendor's proposal will constitute the awarded contract.

Proposals are to be prepared simply and in a manner designed to provide the College with a straightforward presentation of the vendor's capability to satisfy the requirements of this RFP. Elaborate brochures and other promotional materials are not desired.

Proposals must include all applicable requested information and meet all specification requirements. If significant errors are found in the proposal or if the proposal fails materially to conform to the requirements of the RFP, the proposal will be rejected.

Vendors are encouraged to submit any additional information or comments they wish considered.

Any amendments to the RFP will be provided in writing to all vendors who attended the pre-proposal meeting.

Commercial or financial information obtained in response to the RFP will not be disclosed. All vendors must visibly mark as "confidential" any proprietary, financial or commercial information which, if disclosed, might cause harm to the vendor's competitive position.

Vendors must bear all costs associated with the preparation of the proposal and of an oral presentation requested by the College.

Vendors must, upon request of the College, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and condition of this RFP. The vendor must satisfy the College that it is able to meet the conditions of the agreement without the assistance of any outside source.

Each vendor shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. The failure or omission of a vendor to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to this RFP or to the contract.

Vendors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposal by the College. Any proposals received after the scheduled opening date and time may be immediately disqualified.

Correction or withdrawal by the vendor of inadvertently erroneous proposal or cancellation of an award or contract based on such mistakes will be considered only upon the vendor's written request to correct or withdraw the proposal. The request must document the basis upon which the correction or withdrawal is sought.

Two copies of the proposal are required. Each copy of the proposal should be bound in a single volume where practical. All documents submitted with the proposal should be bound in that single volume.

A contract shall be awarded to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the College. The College is not bound to accept any proposal based on price alone, but will make an award based on the evaluation factors set forth herein. The College further reserves the right to reject any and all proposal and the College will be the sole judge as to whether the vendor's proposal has or has not satisfactorily met the requirements of this RFP.

Vendors are cautioned that the College is not obligated to ask for or accept after the closing date for receipt of proposals data which is essential for a complete and thorough evaluation of the proposal. The College may award a contact based on initial offers received without the discussion of such officers. Accordingly, each initial offer should be submitted on the most favorable and complete price and technical terms possible.

## **Scope of Work**

The primary objective of the RFP is to ensure the excellence of the College's food service program. The successful vendor will, in conjunction with the College, design a food service program that enhances the students' and employees' quality of life and contributes significantly to the total educational experience. These specifications are intended to preserve the integrity of the food service operation.

The successful vendor will purchase, prepare and serve food products on the campus and provide nutritionally balanced meals for the students, faculty, staff and guests on a cash basis in a single student dining hall every day there are employees or students on campus; on such hourly schedules as may be agreed upon. The successful vendor may provide such food and food products as may be requested for receptions, banquets conferences, and symposiums.

The College shall have full access to the food service facilities with or without notice.

The vendor shall maintain a food and inventory supply to meet the level of demand as well as the proper and appropriate serving storing.

The College's food service program operates in the following campus locations:

15800 S. State Street, South Holland, IL      Food & Vending

15800 S. State Street, South Holland, IL	
Physical Fitness Center	Vending Only
16333 S. Kilbourn, Oak Forest, IL	Vending Only

Current Dining Hours:

Fall and Spring semester	7am – 2 pm	Monday – Thursday
	7am – 1:30 pm	Friday
Summer semester and breaks	8:30am – 1:00pm	Monday - Thursday

The historical sales information for the present food operation will be discussed at the mandatory pre-proposal meeting.

### **Vendor’s Experience and Capabilities**

The proposal must include a description of the general background experience and qualifications of the vendor. A general description of the type of units (e.g., cafeteria, snack bar, restaurants, etc.) the period of time vendor has served that contract and total sales volume for each location for the period of July 1, 2015 – June 30, 2016, is also required. This information shall include the names, titles, address and telephone number of references who are in a position to evaluate the general quality of the operation of their location and any operation that have been terminated since June 30, 2014 and by whom, shall be listed.

The vendor shall supply a copy of the most current, certified year-end balance sheet, income statement and statement of changes in financial position for their company.

The vendor must describe the procedures and capacity for replacing local personnel at the management level including the Director of Food Services, and Assistant Director.

### **Management Capability**

The vendor must provide precise plans for each step in assuming management control and describe its ability to commit the staff personnel and resources required to develop a responsive management structure. A statement of the vendor’s management philosophy should be included.

The proposal shall specify how the management personnel employed to fulfill the contract will operate organizationally. All management position proposed by the vendor should be listed with areas of responsibility clearly defined. The vendor shall submit an organizational chart of the vendor’s management, showing special staff personnel, line supervision, their relationships to campus personnel should be included.

The proposal should include profiles identifying specific management personnel i.e., Director of

Food Services, Assistant Director of Food Service, etc. in your employ who will be assigned to the College's campus. The profiles should describe the experience, education, background, specific professional accomplishments and any special qualification.

An organizational chart of overall vendor's management, showing special staff personnel, line supervision and their relationships to campus personnel should be included. Vendor's personnel available to the College for special events should also be listed.

The proposal shall include a description of training programs used for management personnel. The vendor shall also describe training programs for other personnel and include information on the staff conducting the training, their background and qualifications and available training resources. Training programs and management opportunities available to students interested in a food service should be described.

### **Vendor's Understanding of Campus Food Service Operation**

The proposal should include a description of each facility to be operated including an evaluation of each unit and its capacity to provide the desired services and the resources required to efficiently handle food service operation of this size and scope.

The vendor should submit any suggested changes they wish to provide in existing cafeteria service area décor.

The proposal will include a listing of all vendor-owned equipment to be used on campus. This information will be constantly updated and all equipment not listed will be considered College property.

The proposal should include the vendor's analysis of campus feeding in general, including techniques for preventing common problem and coping with them if they do arise. The vendor should explain and include examples of systems used to determine customer's tastes and satisfaction.

The proposal should include the vendor's concept of facility improvements, concepts, comments or suggestions made in the proposal will become the property of the College.

### **Minimum Menu Specifications**

#### **Breakfast**

Breakfast appropriate food and beverage items.

#### **Lunch**

To include healthy options as well as standard lunch items.

The vendor shall guarantee that hot food will be hot and cold food will be cold. Progressive cooking will be the normal method of operations, staggering the hot entrees and vegetables so that relatively small amounts become ready for serving at progressive periods during the meal.

The vendor will automatically service certain food accompaniments with some dishes and place others on the condiment table. Examples include applesauce with pork and lemon slices with fish.

Bakery items are to be baked fresh daily. Specific items for catered events may be requested from other bakeries or vendors as appropriate or requested.

The vendor will have and utilize a standard recipe service and will instruct its cooks and bakers to follow standardized recipes for all production items.

Each day's menu will be written with nutrition and eye appeal considered as important as cost and popularity.

Daily and weekly menus with pricing will be prominently posted at each station in the kitchen and the dining rooms.

The following minimum food specifications are established and shall be maintained at all times:

- Beef and veal, USDA Choice
- Pork and lamb, USAD "1"
- Poultry, USDA Grad "A"
- Eggs and dairy products, USDA Grade, "A"
- Frozen foods, USDA Grade "A" Fancy
- Fresh produce, USDA "1" Quality
- Canned goods, USDA Grade "A" Fancy

The college reserves the right to periodically review all invoices to ensure these specifications are being met.

### **Sanitation/Food Safety**

The utmost importance is placed on proper sanitation standards. National Sanitation Foundation (NSF) standards for food service establishments must be maintained. In addition, a health department Grade "A" rating must be maintained in all food service facilities at all times.

The vendor shall visually examine all food handles, at least daily, to ensure that they are following established hygiene [practices in the handling of food, including the following:

- Bathing daily

- Wearing clean outer clothing
- Keeping fingernails short and clean
- Using hair nets or caps (applies to both male and female employees)
- Removing wristwatches and rings, except; plain wedding bands, during the preparation and service of food
- Washing hand with hot water and sappy upon reporting for duty, after each visit the rest room and after handling raw meat, fish or fowl
- Reporting symptoms of infectious diseases to medical authorities
- Monitoring the appropriate use of disposable gloves
- Checking for cuts, sores or rashes

The kitchen will be maintained to the standard of immaculate. The floors will be kept clean throughout the day and there will be little or no trash such as cardboard boxes, towels, books, etc. lying on the top of the refrigerators, range shelves, or dish tables. Each department will have quick and easy access to a mops and other necessary cleaning utensils and supplies.

The vendor shall practice food safety in the preparation and service of food, the handling of food the sanitary condition of the physical area and the equipment used in the food service operation.

The vendor must carefully train and monitor employees and reinforce by example the principles of maintaining a clean, sanitary and safe facility

The vendor will prominently post and display for public view, very Cook County Department of Public Health Sanitation Report and provide a copy to the College's contact person, and must maintain a minimum score of 90 at all times.

The vendor must monitor, record and prominently post times and temperature ranges for hot and cold food hourly. Thermometers must be used throughout the process of cooking, chilling, holding, and reheating.

The Vendor must conform to all applicable laws and guidance provided by any authorized local, regional, state or federal authorities regarding the safe handling of food.

The vendor will clean and sanitize the pots and dish areas will little or no excess water spills on the floor. All kitchen trash cans will be lined with plastic liners, none will be permitted to overflow and all will have covers at all times.

The vendor will maintain the receiving dock in a clean manner will ensure a sanitary smell and will be free from flies. Receiving dock doors will be kept closed at all times.

All food kept in the walk-in refrigerators and freezers must be covered with plastic wrap or aluminum foil and placed at least six (6) inches away from the walls and off the floor.



The vendor will abide by the First In, First Out (FIFO) rule, which is defined as follows:  
Label, date and use good in the order in which they are delivered

The vendor will keep all walls, ceilings, windows, ducts, fan blades, floor drains and screens clear and free from dirt, dust and grease. The vendor is responsible for cleaning grease traps, hoods and filters as necessary.

The vendor shall steam, clean or sanitize, as appropriate, at a minimum, the following utilities at least daily: steam tables, coffee urns, griddles, grills, cooking surfaces, condiment containers and condiment tables.

The vendor shall steam, clean or sanitize, as appropriate, at a minimum, the following utilities after each use: kitchen tables, meat grinders, and knives.

The vendor will constantly wipe all beverage counters, salad bars and dining room tables to maintain a spotless condition throughout the day.

The vendor will filter all fryers on a daily bases and change the oil at least monthly.

### **Dining Area Responsibilities**

The College reserves the right to use the cafeteria dining area space as the College programs require. The College shall verbally inform the vendor of the times and date during which the cafeteria dining area will be used for College programs purposes.

The College reserves the right to authorize the sale of food items by any College club or organization as the College deems fit.

### **Catering Responsibilities**

The vendor must demonstrate the knowledge, experience and capability necessary to perform in a first class professional manner. There are catered events each year that may be available to the vendor, but at its sole discretion the College may choose an alternative catering company.

In the event the vendor is selected as a caterer for a College event, the College will approve menus, portions and prices in advance.

The vendor is willing and able to cater off site to the University and College Campus (UCC) at 16333 S. Kilbourn Avenue, Oak Forest, upon request of the College. An appropriate catering vehicle will be used for all such catering events.

## **Vending Responsibilities**

The vendor and the College shall mutually agree upon the placement and types of vending equipment. Upon agreement, the vendor shall provide and place vending equipment at no cost to the College.

The vendor shall provide vending machine service to the main campus cafeteria area, Physical Fitness Athletic Center, and the University and College Center at 16333 Kilbourn Avenue, Oak Forest. Such service shall include the stocking and maintenance of the vending machine. Vending machine service shall be provided seven (7) days a week, 24; hours a day.

The vendor shall only sell and dispense products in the vending machine which are accepted products used in the food service and vending industry. Vending machines must not dispense gum or beverages of a red or purple color.

The vendor shall reimburse users of the vending machines for money lost in vending and bill changer machines due to machine malfunction.

The College shall maintain the right throughout this agreement to purchase vending products, including beverages, for use by staff and administration from sources other than the vendor.

## **Personnel Responsibilities**

The vendor shall maintain an adequate staff of its employees on duty to provide such expertise as needed to fulfill its obligations. (e.g. administrative, purchasing and equipment consultation, personnel advice and supervision).

The vendor will assign for duty, only employees acceptable to the College. The College must approve assignments of management personnel and no changes in management personnel will be made without prior written consultation with the College.

The vendor's employees must comply with all campus registration and parking regulations and are subject to penalties for violations.

The College reserves the right to require the replacement of any management personnel due to operating difficulties determined to be the result of on-site management in the sole discretions of the College.

The vendor will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin or any other protected status and will make a diligent and continuing effort to ensure that they are afforded equal employment without discrimination. Effort will be made to employ persons with disabilities whenever possible. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion,

upgrading, demotion, transfer, layoff or termination, rate of pay or other forms of compensation and selection for training. All solicitations or advertisements for employees placed by or on behalf of the vendor will request that all qualified applicants be afforded equal employment opportunities without discrimination because of race, creed, color, age, sex, national origin or any protected status under the laws of the United States and the State of Illinois.

The vendor will assume full responsibility for payment of all State and Federal taxes for unemployment insurance, worker's compensation, pensions or any other Social Security legislation for all its employees engaged in the performance of this agreement.

Vendor's employees will strictly adhere to College's regulations regarding personal behavior.

The vendor must provide sufficient personnel to ensure prompt service to patrons and must have adequately trained relief personnel to substitute for absent regular employees. Further, a sufficient number of cashiers must be available during the lunch hour and all other rush periods.

All employees, including students, shall be paid at least the prevailing federal minimum wage.

The vendor will not engage in any illegal practices and will consult with the College prior to the institution of any changes in the practices of the workplace.

The vendor will conduct criminal background checks, anyone found to have a criminal background of a sexual nature cannot work on College property.

The vendor, at its own cost and expense, secure worker's compensation insurance for the benefit of each of the person employed by it in the operation of the food service program and keep said insurance current during the term of this contract. The vendor shall provide proof of such insurance to the College for the term of the agreement.

The vendor shall schedule and conduct an ongoing employee training programs to ensure that all employees perform their jobs with the highest standards of efficiency, courtesy and sanitation. All training programs and management opportunities shall be made available to student's interest in food service careers.

The vendor shall submit an organizational chart of their management, showing special staff personnel, line supervision, their relationship to campus personnel should be included and the vendor's personnel who will be available to the College for special events.

## **Equipment Responsibilities**

The vendor shall have available linen items for catering and presentation events. The vendor shall consider the presentation of food in all events and must provide an adequate inventory of holiday and everyday catering decorations, linen, flowers, centerpieces and presentation

supplies. All linen items provided by the vendor will be laundered and/or dry cleaned at the vendor's expense.

The College shall assume full responsibility for the maintenance of all College owned capital equipment located at 15800 S. State Street, South Holland, IL 60473, with the exception of damage caused by negligence on the part of the vendor.

Prior to the execution of the agreement, the vendor will submit a listing of all equipment owned by the vendor and used on College premises to the College. The vendor shall constantly update the list. And all equipment not listed will be considered College property.

The vendor shall be responsible for the purchase of additional equipment not currently provided by the College and shall make or authorize the repair and replacement of said equipment at the vendor's expense.

The vendor shall provide adequate initial inventory levels of expendable items such as serving trays, salt and pepper shakers, pots, pans, kitchenware, serving carts, hot and cold holding equipment and linen items such as towels, pot holders, tablecloths, napkins, aprons and smocks.

The vendor must possess the ability to acquire inventory of china, silverware, glassware, etc. as needed for catering events.

The vendor shall not be responsible for any repairs to the ventilations hoods or Ansul systems. In the event repairs to the hoods or Ansul systems are necessary, the vendor shall advise the College and provide the necessary information in a timely manner.

The vendor shall provide daily housekeeping, cleaning, maintenance, sanitation services, janitorial equipment and cleaning supplies for all food service facilities and equipment used by the vendor, including, but not limited to, receiving and storage areas, kitchen, refrigerators, freezers, service areas, offices, hallways, trash and garbage areas, doors (inside and outside).

The vendor shall provide insurance as required by State law for any vehicle that is used to conduct business at the College.

All utilities (electricity, hot and cold water, steam, air conditioning, etc.) necessary for the food service operation will be provided by the College. The College shall not guarantee, however, an uninterrupted supply of water, steam, electricity, air conditioning, etc., but it shall be diligent in restoring service following an interruption. The College shall not be liable for any product loss which may result from the interruption or failure of any such utility services.

The College shall provide trash and garbage removal.

The vendor shall provide grease removal.

The vendor shall have all hoods professionally cleaned at least twice a year and shall be responsible for all costs associated with said cleaning.

The vendor shall provide fire and extended coverage insurance only for College owned equipment and facilities.

The vendor shall procure and pay for all food and food supplies utilized under this contract.

The potential vendor should acquaint themselves with available equipment during the pre-proposal walk through.

### **Financial Terms and Conditions**

The term "academic year" when used herein shall mean the fall and spring semesters and does not include the summer sessions, holiday or recess periods.

The term "fiscal year" when used herein shall mean the twelve (12) calendar months, beginning July 1<sup>st</sup> of each year and ending with the June 30<sup>th</sup> of the succeeding year. The vendor's year-to-date reports will coincide with the College's fiscal year.

The vendor shall also provide and maintain its own computer, printer, copier and fax machine.

The vendor shall keep full and accurate records and accounts in connection with the food service. All such records shall be retained by the vendor for a period of two (2) years and must be audited at the vendor's expense by a third party auditor as agreed upon by the College and additionally, may be audited by the College or their designated representatives at any time during regular working hours with or without prior notice.

The vendor shall, within twenty (20) days following the close of each accounting period, submit to the College a financial statement for that period showing commission computations and the commission payment. In addition, the vendor shall send an operating profit and loss statement for the prior accounting period and year-to-date.

The vendor will forward a "Monthly Client Report" to the College's designated representative. This report should include any changes in organizational structure and personnel, as well as other general information such as complaints, accolades, special achievements and special projects.

The vendor shall indemnify, save harmless and defend the College, its Board of Trustees and employees against all liability, claims and cost of whatever kind of nature for injury or death of any person or persons and from loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or work in connection with this agreement, resulting in whole or in part from the negligent act or omission of the vendor, its employees, agents or representatives.

The vendor shall furnish to the College, prior to the commencement of services and annually for each subsequent year an insurance certificate evidencing that it maintains, in companies acceptable to the College, the following coverage. The certificate shall state that the comprehensive general liability policy insures the specific indemnification provisions as stated within this agreement. Further, the certificate shall contain a statement that the care, custody or control exclusion is waived.

**Workers' Compensation with statutory limits and Employers' Liability with limits of not less than \$500,000 bodily injury by accident, each accident; \$500,000 bodily injury by disease, policy limit; and \$500,000 bodily injury by disease, each employee.**

**Commercial General Liability naming the College and its affiliated entities, their governing boards, officers, agents, volunteers, and employees, as additional with minimum limits of \$1,000,000 each occurrence, \$3,000,000 aggregate, combined single limit, bodily injury including death, property damage liability and coverage for personal injury, blanket contractual liability and products liability, \$50,000 fire legal liability. Such coverage shall have no limitations or exclusions related to the products, including food and beverages, and services provided.**

**Business Automobile Liability (including owned, non-owned and hired autos) with minimum limits of \$1,000,000 each occurrence, combined single limit, bodily injury including death and property damage liability.**

**The certificate shall specify the date(s) when such insurance expires and shall further provide for ten (10) day prior notification to the College of cancellation or material changes in coverage and renewal certificates shall be in the College's possession prior to expiration dates of all policies required therein.**

The vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond control and without the fault or negligence of the vendor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, fright embargoes, and unusually severe weather; but in every case of failure to perform must be beyond the control and without the fault or negligence of the vendor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of the vendor and subcontractor, and without the fault or negligence of either of them. The vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule.

## **Contract Term and Termination**

In the event the vendor fails to maintain and keep in force the insurance coverage (including

workers compensations) required herein, the College shall have the right to immediately terminate any contract resulting from this RFP.

The vendor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practice. Any accusation of poor performance against the vendor shall be documented by the College and submitted to the vendor for corrective action, review and file. Continued unsatisfactory performance during the subsequent 60 days shall be deemed a breach of these specifications and shall be cause for immediate termination of any contract resulting from this RFP.

If the contract is terminated by the College for any reason, the vendor must continue the operation of food service until a new vendor can be selected provided this period shall not exceed ninety days (90) days.

Upon termination of this agreement, the College shall conduct a physical inventory of all expendable and capital equipment and inspect the premises. At that time the vendor shall surrender the buildings, expendable and capital equipment in as good a condition as at the start of the agreement, except for loss or damage by fire or other perils covered by the College's fire and extended coverage policy, acts of God and theft by persons other than the employees of the vendor without negligence on the part of its or its employees

### **Marketing Responsibilities**

The vendor recognizes the necessity of marketing the food service operation. The vendor shall undertake marketing programs, including but not limited to advertising food items, services offered, specials, dietary health care and information about key vendor personnel.

The vendor shall bear all costs associated with design, development and printing of promotional brochures, banners, signs and all other necessary marketing materials.

### **Technical Quality**

The proposal must include a description of the time necessary to open for business, including suggestions for an abbreviated service plan if necessary.

The proposal shall include a complete four (4) week cycle menu.

A sample marketing plan with suggested specials and sample of marketing aids will be included in the proposal.