



1200 West Algonquin Road  
Palatine, Illinois 60067-7398

847.925.6000  
harpercollege.edu

**REQUEST FOR PROPOSAL**

**Retail Dining and Catering Services  
Specification and Contract Number Q01101**

**Submission Deadline for Proposals:** Tuesday, May 30, 2023, at 2:00 p.m., Central Time

**Pre-Submission Meeting:  
And Walk-thru:** Wednesday, May 10, 2023, 2:00 p.m. Central Time  
1200 W. Algonquin Road, Palatine, IL 60067  
Building W, Room W-219  
This will be the only opportunity for a guided tour of the facility.

**Deadline for any questions  
regarding this project:** Thursday, May 11, 2023, 2:00 p.m. Central Time

**Number of Copies:** Submit (2) Hard Copies of Proposals  
One marked "**Original**"  
(2) Copies of the Pricing (Separate Sealed & Marked Envelope)  
One additional copy of the Proposal & Pricing on a CD or flash drive

**PLEASE MARK THE  
RETURN ENVELOPES:**

1. Retail Dining and Catering Services
2. Due May 30, 2023, by 2:00 p.m., Central Time
3. Q01101

**RETURN PROPOSALS TO:** Harper College Purchasing Department  
"A" Building, Room A217  
1200 W. Algonquin Road  
Palatine, IL 60067

**PROPSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED**

**LEGAL NOTICE**

Harper College will accept Proposals for Retail Dining and Catering Services, Q01101, until 2:00 p.m. Central Time on Tuesday, May 30, 2023.

Proposals shall be submitted to: Harper College Purchasing Department  
Building A, Room A-217  
1200 W. Algonquin Road  
Palatine, IL 60067-7398

Interested parties may contact the Purchasing Department for Request for Proposals documents.

A pre-submission meeting and the only opportunity for a guided walk through of the facility will be held on Wednesday, May 10, at 2:00 p.m. Central Time in Building W, Room W-219, at 1200 W. Algonquin Road, Palatine, IL 60067. The deadline for any questions regarding this project will be Wednesday, May 11, 2023, at 2:00 p.m. Central Time. Questions should be addressed in writing to [purchasing@harpercollege.edu](mailto:purchasing@harpercollege.edu).

Offers may not be withdrawn for a period of one hundred twenty (120) days after closing date without the consent of the Board of Trustees.

Bidders shall comply with Business Enterprise Program: Participation and Utilization Plan developed by Harper College. There is a 30 percent aspirational goal on the contract.

Any responses submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

Harper College reserves the right to reject all Proposals or parts thereof, to waive any irregularities or informalities in the Request for Proposals (RFP) procedures and to award the contract in a manner best serving the interest of the College.

Jewell Jackson  
Manager of Purchasing

**TABLE OF CONTENTS**

<b>1.0</b>	<b>INTRODUCTION</b>
1.1	Philosophy of Service
1.2	College Background
<b>2.0</b>	<b>SOLICITATION AND INSTRUCTIONS</b>
2.1	Invitation
2.2	Inspection of Service Locations
2.3	Proposal Security Deposit
2.4	Pre-Proposal Conference
2.5	Schedule of Events
2.6	Contractor's Response
2.7	Total Return
2.8	Project Clarifications
2.9	Errors and Omissions
2.10	Rejection of Proposal
2.11	Proprietary Data
2.12	Compliance
2.13	Regulations
2.14	Qualifications
2.15	Withdrawal of Proposals
2.16	Acceptance
2.17	Investigation of Contractors
2.18	Disclosure of Independence and Relationship
2.19	Execution, Negotiation and Award
2.20	Basis of Award
<b>3.0</b>	<b>GENERAL INFORMATION AND PROPOSAL REQUIREMENTS</b>
3.1	Scope of Proposal
3.2	Taxes, Permits and Licenses
3.3	Use of Credit
3.4	Indemnification
3.5	Contractor's Status
3.6	Assignment and Subcontracting
3.7	Term
3.8	Termination
3.9	Liability Insurance
3.10	Performance Bond
3.11	Force Majeure
3.12	Execution of Agreement
3.13	Financial Arrangements and Capital Investment
<b>4.0</b>	<b>DINING AND CATERING SERVICES OPERATIONS</b>
4.1	General
4.2	Food and Service
4.3	Catering and Special Events
4.4	Facilities and Equipment

- 4.5 Utilities and Services
- 4.6 Personnel and Management
- 4.7 Accounting and Financial Control
- 4.8 Financial Arrangements and Capital Investment
- 4.9 Security
- 4.10 Sanitation and Safety
- 4.11 Inspection and Complaints
- 4.12 Recycling and Energy Conservation
- 4.13 Use of College Name and Advertising
- 4.14 College Supervision and Liaison
  
- 5.0 RESPONSIBILITIES OF THE COLLEGE
  
- 6.0 MISCELLANEOUS
  
- 7.0 LEASEHOLD IMPROVEMENTS
  
- 8.0 PROPOSAL FORMAT
- 8.1 Executive Summary
- 8.2 Company Background
- 8.3 References
- 8.4 Operational Plan
- 8.5 Service Options
- 8.6 Renovation and Leasehold Improvements
- 8.7 Labor Force – Management
- 8.8 Labor Force – Hourly Employees
- 8.9 Labor Practices
- 8.10 Recycling Program
- 8.11 Marketing Plan
- 8.12 Implementation Plan
- 8.13 Financial Controls
- 8.14 Financial Pro Formas
- 8.15 Compensation and Capital Investment
- 8.16 Exceptions and Proprietary Information
- 8.17 Miscellaneous
- 8.18 RFP Response Form
- 8.19 Other
- 8.20 Authorization

**Appendices:**

- I        CONTRACTOR'S QUALIFICATION STATEMENT**
- II       FINANCIAL PRO FORMA INSTRUCTIONS**
- III      DINING SERVICES SALES DATA**
- IV      STUDENT ENROLLMENT DATA**
- V        COLLEGE CALENDAR**
- VI      COLLEGE LOCAL MAPS**
- VII     SCHEMATIC DESIGN**

## 1.0 INTRODUCTION

### 1.1 PHILOSOPHY OF SERVICE

This Request for Proposal (RFP) is for the professional management and operation of the retail dining and catering services, hereafter referred to as “dining services” or “food services”, which includes but is not limited to the design of new dining facilities for Harper College hereafter referred to as “Harper College” or “College”. Harper College requests proposals from qualified foodservice management companies; hereafter referred to as “contractors”, desiring to enter into an Agreement for management and operation of the College Dining and Catering Services.

The College maintains dining and catering services as an integral element of its total educational and academic mission and expects a food service operation that meets the highest standard in the industry and where food quality, manner of service and value to the consumer are the primary consideration. The food services are established and maintained solely for the convenience of students, faculty, staff, other employees, alumni, and guests of the College. Harper College expects the utmost in professional associations with its Contractors. We strive to work together in a harmonious relationship that will result in benefits for Harper College and the Contractor.

Students, faculty, staff and the Community should all be considered valuable customers, regardless of the amount of business that they provide to the operation. The staff that provides dining and catering services should consider their mission as a critical service to the College rather than just that of a profit-making venture. Customers should always perceive dining services staff as being interested in providing the best possible service to the College community.

Dining Services should continuously initiate new customer service programs, which are focused on the needs of the College. The providing of quality food at reasonable prices with exceptional service levels must always be considered the paramount service of the food service program. These programs should serve as an ongoing demonstration to both faculty and students that dining services is the best place to fill their dining needs. Dining Services should conduct specific and detailed measurement of customer service programs and implement appropriate plans to address findings as a method of continuous improvement.

### 1.2 COLLEGE BACKGROUND

William Rainey Harper College is one of forty-nine (49) community colleges in the State of Illinois that make up the Illinois Community College System. Harper College’s credit full-time equivalent (FTE) enrollment for FY22 was approximately 8,043. The College district is located in the northwest suburbs of Chicago. The 200-acre campus is located in Palatine, with an extension facility at the Northeast Center in Prospect Heights. Harper is a comprehensive community college which offers transfer curriculum, occupational training, adult enrichment classes and a variety of other community services. The College offers certificates and associate degrees in a wide range of program areas. Further information about Harper College can be found on its website including but not limited to the following: Master Plan: [https://www.harpercollege.edu/leadership/planning/docs/01\\_Introduction\\_.pdf](https://www.harpercollege.edu/leadership/planning/docs/01_Introduction_.pdf).

Harper College is among just three community colleges in the country to be named a Leader College of Distinction by Achieving the Dream (ATD), a national nonprofit dedicated to advancing community colleges as hubs of equity and mobility in their communities. First honored with the prestigious designation in 2020, Harper has recertified its Leader College of Distinction status. The College has also been named as a Semifinalist for the 2023 Aspen Prize for Community College Excellence.

## 2.0 SOLICITATION AND INSTRUCTIONS

### 2.1 INVITATION

Sealed Proposals for Dining and Catering Services will be received by Harper College, Community College District 512, at the Purchasing Department, Building A, Room A217, 1200 W. Algonquin, Palatine, IL 60067, **Tuesday, May 30, 2023, at 2:00 p.m. Central Time and will be opened privately.** All Contractors will be informed in writing of the College's decision concerning the selected Contractor within thirty days of formal award.

This RFP is an instrument for enabling Harper College to make the best possible decision in creating a business relationship with the selected Contractor. This RFP specifies the expected minimum level of service in dining and catering operations. It is important that each Contractor provide Harper College with the information requested in this RFP, in the manner in which it is requested. Proposals submitted by any Contractor must respond to all proposal instructions and, at a minimum, respond to all of the requirements, specifications, terms, conditions, and provisions hereinafter contained in this Request for Proposal. All inquiries regarding this proposal are to be directed only to Harper College Purchasing Department, by e-mail to [purchasing@harpercollege.edu](mailto:purchasing@harpercollege.edu).

Information provided must be in complete compliance with the instructions. The information requested and the manner of submission is essential to permit equitable evaluation of all proposals. Harper College may choose to reject any proposal in which information requested is not furnished or where incomplete information is provided. Wherever repetition occurs in the Request for Proposal, with regard to similar requests for information, Contractors need not repeat the information. However, reference should be made to the specific location in the proposal where the information is already recorded.

All Proposers are prohibited from making any contact with the College Senior Management, College Board of Trustees or any other official or employee of the College with regard to the Project, other than in the manner and to the person(s) designated herein. The College reserves the right to disqualify any Contractor found to have contacted College Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with College Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State's Attorney for review and prosecution.

The College's goal is to provide a quality food service with high customer satisfaction and competitive pricing. The specifications contained herein are not intended to be exclusionary, but rather a guide for the type of service we wish to have provided. All proposals will be accepted, reviewed and evaluated, but the College reserves the right to accept the proposal or proposals which are judged best to meet or exceed the needs of the College.

In submitting a proposal, the Contractor agrees that the proposal remains valid for one hundred and twenty (120) calendar days after the closing date for submission of proposals and may be extended beyond that time by mutual agreement.

### 2.2 INSPECTION OF SERVICE LOCATIONS

All Contractors submitting proposals for services are encouraged to visit the campus specified herein prior to proposal opening for the purpose of determining the current conditions pertinent to their proposals. It is the intention of the College to locate the future dining facilities in the new Canning Center which is currently in the design phase. Failure to fully make yourself aware of both current and future locations will not relieve the Contractor of his/her duties required under this proposal. Submission of a proposal shall indicate that such an inspection has been made by the Contractor. The successful Contractor shall not receive consideration or relief because of adverse site conditions, whether or not observed or realized by such Contractor prior to submission of proposals.

**2.3 PROPOSAL SECURITY DEPOSIT**

Each proposal shall be accompanied by a proposal security deposit in the form of a bid bond to Harper College in the amount of \$25,000. The proposal security deposits of all unsuccessful proposers will be returned after award of contract. In the event that a Contractor selected by the Board of Trustees to provide requested services fails to sign the Agreement submitted by Harper College or to provide the performance bond and the insurance coverage specified herein, his/her proposal bid bond deposit may be retained by Harper College as liquidated damages for the College having to re-solicit proposals or use an alternative proposer, and not as a penalty.

**2.4 PRE-PROPOSAL CONFERENCE**

A Pre-Submission Meeting will be held on Wednesday, May 10, at 2:00 p.m., Central Time at the following Location:  
Harper College  
Building W, Room W-219  
1200 W. Algonquin Road  
Palatine, Illinois 60067

**2.5 SCHEDULE OF EVENTS**

Issue of Request for Proposal .....	April 26, 2023
Pre-Proposal Meeting .....	May 10, 2023
Deadline for questions to the College .....	May 11, 2023
Final Addendum.....	May 16, 2023
Proposal due Date .....	May 30, 2023
Oral Presentations .....	Week of June 12, 2023
Contract Awarded .....	September 2023
Service Start up.....	On or about January 1, 2023

**2.6 CONTRACTOR'S RESPONSE**

Proposals shall be submitted at the time and date stated above. Any proposal received after the time and date stated above will be returned, unopened to the sender. The College shall not be responsible for delivery delays of any kind. Offers submitted as part of this proposal must be firm. No proposal will be accepted on the basis of price prevailing at time of services or conditional to any other event. Any information received as part of any proposal shall become the property of Harper College.

Proposals shall be typed and prominently identified with the project title, submittal date, time and the name and address of the company. All submittals shall contain two (2) copies of the proposal and one (1) copy on a cd or flash drive. Proposals shall incorporate all terms, provisions, and specifications of the RFP. Contractors are required to complete proposal forms and all appendices in their entirety. Failure to complete said proposal forms may result in rejection of proposal.

**2.7 TOTAL RETURN**

Should Contractor notice obvious omissions in the outline of service, such omissions should be included and noted in Contractor's proposal response. Hidden cost(s) or reduction in commission revealed during the performance of the Agreement will be construed as misrepresentation of service and shall void award of the Agreement.



## 2.8 PROJECT CLARIFICATIONS

If any contractor submitting a proposal for this project is in doubt as to the true meaning of the specification or other documents or any part thereof, he/she shall request clarification from the Purchasing Department by e-mail to [purchasing@harpercollege.edu](mailto:purchasing@harpercollege.edu) . All requests for clarifications, or other type of communications regarding this proposal, must be submitted in writing. All questions shall be answered in writing through a proposal addendum, and both the question and response shall be sent to all proposal contractors. All addenda shall become part of the proposal/Agreement documents. Harper College shall not be responsible for any explanation, interpretation or communication made that does not follow this procedure.

## 2.9 ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of Contractors is directed to the policy that proposals shall be deemed final, conclusive, and irrevocable. No proposal shall be subject to correction or amendment for any error or miscalculation. Should a Contractor find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the Purchasing Department in writing, who will issue the necessary clarifications to all prospective Contractors by means of written addenda.

## 2.10 REJECTION OF PROPOSAL

The Contractor acknowledges the right of the College to reject any or all proposals received, to negotiate with any contractor considered qualified, to make award without further discussions, or to waive any informality or irregularity in any proposal received, and to accept that proposal which is considered to be in the best interest of Harper College. In addition, the Contractor recognizes the right of the College to reject a proposal if the Contractor failed to submit the data required by the proposal documents, if the proposal is in any way incomplete or irregular, or if a proposal is not deemed suitable for the purpose for which it is intended by the College.

Non-acceptance of a proposal shall mean that another was deemed more advantageous to the College, or that all proposals were rejected. Contractors whose proposals are not accepted shall be notified after award to the selected contractor by the College Board of Trustees or after the College has rejected all proposals. The College Board of Trustees shall be the sole judge of whether any proposal is the most responsible or qualified. Any such decision shall be considered final.

## 2.11 PROPRIETARY DATA

All items developed and submitted in response to this Request for Proposal shall become the property of Harper College and the Contractor shall not use, disclose, or furnish others any information relative to such items without first obtaining the written consent of Harper College, and then only subject to such conditions as Harper College may prescribe. Any restrictions on the use of data contained within a proposal must be clearly stated on the proposal itself. Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable laws and Harper College policy. It is not acceptable for a proposal to be marked "proprietary" in its entirety.

However, should the determination of any proprietary information or exempt trade secrets be challenged, the College will tender the defense of the action to the Contractor's and expect the contractor to defend, indemnify and hold the College harmless from any and all liability including attorney's fees (5 ILCS 140/11 (1)). All proposals indicating any such restrictions must be acknowledged in writing as a part of this proposal, that the Contractor's will defend, indemnify and hold the College harmless from any and all claims arising under the Freedom of Information Act. Under no circumstances will any requests to redact proprietary information be honored without this written acknowledgment.

## 2.12 FREEDOM OF INFORMATION

Freedom of Information Act: Harper College is a public body and subject to the Freedom of Information Act, 5 ILCS 140/1 (FOIA). Any information submitted to Harper College by the respondent/bidder is subject to disclosure to third parties in accordance with FOIA.

If the respondent/bidder intends for Harper College to withhold trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the respondent/bidder must specifically mark information that is proprietary, privileged or confidential and would cause competitive harm if released at the time of the proposal/bid is submitted to Harper College. 5 ILCS 140/7(1)(g). Any content not so marked by the bidder/respondent at the time of the proposal/bid submission will be presumed to be open to public inspection. The respondent/bidder may be required to substantiate the basis for its claims at a later time.

Notwithstanding timely notice received from a respondent/bidder, Harper College reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. It is unacceptable for a proposal/bid to be marked proprietary, privileged and/or confidential in its entirety. A proposal/bid marked as such may be deemed non-responsive by Harper College.

## 2.13 COMPLIANCE

Submissions under this Request for Proposal shall be for services at least equal to or exceeding the quality and performance characteristics stated herein. The Contractor warrants that he/she is familiar with and shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement, including, without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to use of hazardous materials. No plea of misunderstanding or ignorance thereof will be considered. Failure to provide complete documentation of the project compliance with specifications required may result in rejection.

## 2.14 REGULATIONS

Contractor's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, discrimination, and intimidation of employees. Any company or organization to be awarded an Agreement for services must be in compliance with all rules and regulations associated with the Fair Employment Practice Act, Federal E.E.O.C., Title VII of the Civil Rights Act, Americans with Disabilities Act, the Illinois Human Rights law and similar laws. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

## 2.15 QUALIFICATIONS

In order for a Contractor to be considered for award, he/she must be well recognized for professional management of food service facilities in higher education of a similar size and scope as that required by the proposal. Contractors must possess the necessary authority to do business in the State of Illinois and present to the College as part of this proposal. The Contractor must be ordinarily engaged in the business of operating food service facilities on college campuses and have sufficient experience and financial resources to provide the services specified in this proposal. The Contractor shall have available adequate staff, expertise, experience, organization, and support personnel to perform this work within the time frame specified. Contractors must also adequately demonstrate the capability and expertise necessary to cope with the requirements of the work to be performed.

The Contractor must have successfully operated a food service of a similar nature and size for a minimum of three (3) years and must presently be engaged in at least three (3) such operations. Comparable experience must include educational institutions at a post-secondary level with preferred enrollment of at least 10,000 FTE or food service sales of \$1,000,000 or greater at a single location. The Contractor must submit with its proposal sufficient financial information, such as a Dun & Bradstreet Supplier Evaluation Report, and the most recent company annual report, to allow the College to evaluate the financial condition of the Contractor and its ability to meet the responsibilities of the Agreement.

The Contractor must submit with its proposal, references of at least three (3) successful operations, preferably within this region. Additional references may be included if available. Information provided must include persons to contact with addresses and phone numbers, the size of the institution served (FTE students), the number of food service locations served on campus, annual retail sales, annual catering sales, physical size of the food service facilities and other pertinent information which would aid in the determination of an experienced contractor. The Contractor shall also specify those college food services, which Contractor previously held a contract to operate since January 1, 2018, but does not currently operate.

The College reserves the right to request additional information to determine the responsibility of the apparent successful Contractor relative to its ability to comply with the terms and conditions of this Request for Proposal.

#### **2.16 WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by letter, telegram, or in person prior to the time and date established for the opening of proposals. However, no proposal shall be withdrawn for a period of one hundred and twenty days (120) after the date of receipt without the consent of Board of Trustees.

#### **2.17 ACCEPTANCE**

The signing of these proposal forms shall be construed as acceptance of all provisions contained herein.

Each Contractor by making their proposal represent that they have read and understand the proposal request and the specifications; and that they have visited the site and have familiarized themselves with the local conditions under which the services are to be performed; and that their proposal is based upon the labor and materials required to perform the work in its entirety.

#### **2.18 INVESTIGATION OF CONTRACTORS**

The Manager of Purchasing will make such investigation as is necessary to determine the ability of the Contractor to fulfill proposal requirements. The Contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of services or supplies similar to that included in this proposal. The Board of Trustees reserves the right to reject any proposal if it is determined that the Contractor is not properly qualified to carry out the obligations of the proposal.

**2.19 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP**

Each Contractor shall disclose the name of each individual having a beneficial interest of more than 7 ½ % in the Contractor's enterprise and, if the Contractor is a corporation, the names of all its officers and directors. Said disclosure shall be in writing and attached to the proposal when submitted. The Contractor is further obligated to notify Harper College of any changes in its ownership or officers at the time the change occurs.

Prior to the award of any Agreement, the successful Contractor shall certify in writing to the College that no relationship exists between the successful Contractor, its owners, partners or employees and the College that interferes with fair competition or is a conflict of interest, and that no relationship exists between the successful Contractor and another person or organization that constitutes a conflict of interest with respect to an Agreement with the College. The College reserves the right to waive this provision, in writing, if these relationships of the successful Contractor will not be adverse to the interests of the College.

**2.20 EXECUTION, NEGOTIATION AND AWARD**

Harper College intends to execute an agreement with the Contractor whose proposal, in the sole judgment of Harper College, is most advantageous to Harper College. Proposals from the Contractors should be submitted to Harper College on the most favorable terms possible from the standpoint of revenue and technical capability. The College will carefully consider all qualifications submitted with the proposal; however, such consideration does not mean that all qualifications will be accepted.

Harper College reserves the right to negotiate with any proposer, accept other than the highest revenue proposal, to reject any or all proposals, and to waive any or all technicalities. Upon selection of the Contractor, Harper College and the Contractor will enter into a Dining and Catering Services Agreement.

**2.21 BASIS OF AWARD**

If awarded, the award will be made to the Contractor whose proposal is determined to be the most responsible and qualified Contractor best meeting the specifications, needs and objectives of the College based upon evaluation of the information furnished, as required under this Request for Proposal.

In awarding the Agreement, the College will consider a number of factors in combination in evaluating the proposals submitted. The major factors will include the following which are not listed in order of importance:

The following areas of consideration will be used in the evaluation:

- A. Understanding the Scope. This refers to the Contractor's understanding of the College needs and objectives giving rise to this RFP for Dining Services detailed herein and the contractor's overall responsiveness to stated needs and objectives.
- B. Soundness of approach. This refers to the approach to all specifications and requirements contained in this RFP. It includes how well the proposal addresses and meets the College's needs, and the Contractor's implementation/transition plan.
- C. Contractor qualifications. This refers to the ability of the Contractor to meet the terms of the RFP. This area includes and is not limited to the following:

1. Demonstrated ability/capacity to provide the services described in this RFP at the prices detailed in the presentation of the proposal.
  2. Contractor business experience and expertise.
  3. Financial ability to implement a contract of this size and to support it over the term of the contract.
  4. References and reputation of Contractor.
- D. Contractor Acceptance. Ability of the Contractor to accept the stated Contractors Duties and Terms and Conditions as outlined.
- E. The Financial score will be evaluated based on the cost to the College, retail pricing as well as the feasibility of the Contractor's profit and loss with regard to the sales, labor cost and food cost.
- F. Presentations (if required) shall be part of the evaluation.
- G. Site visit (if required) shall be part of the evaluation

Harper College reserves the right to determine the definition and weight given to each of these qualifying variables.

The selection process may include a request for oral presentations as deemed necessary by the College. There shall be no obligation on the part of the College to entertain presentations from any or all Contractors. However, since the College may make an award without further discussion, each Contractor should include in their written proposal, all statements, requirements, terms or conditions it may have and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

After proposals have been reviewed, visits may be made to selected institutions under Agreement with Contractors to assist the College in its choice of Contractor.

The College may request additional information for clarification while proposals are under consideration.

### **3.0 GENERAL INFORMATION AND PROPOSAL REQUIREMENTS**

#### **3.1 SCOPE OF PROPOSAL**

Harper College will accept proposals for the operation of campus dining and catering services; and any renovation and/or program changes to existing and new facilities. The Contractor will be expected to provide design feedback for a new cafeteria to be located in the Canning Center. Contractors shall detail the financial arrangements of this proposal including any capital investment that the Contractor desires to make along with the dollar amount and terms of such investment. The College anticipates entering into a partnership with a dining services provider that will work with us through upcoming renovations/innovations of the Campus and help increase student presence on Campus.

During the term of the Agreement between the College and Contractor, the Contractor shall operate the College's dining facilities and provide services for College students, faculty, staff, and community in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

Contractor shall provide the College with services usually expected of a top-quality dining and catering operation.

The Contractor shall manage and operate the College dining facilities for the purpose of providing dining and catering services to the College and for no other purposes except as may be hereinafter expressly provided.

The Contractors shall demonstrate their ability to operate a licensed Starbucks Store and Subway on a college campus and be eligible to obtain a liquor license in the State of Illinois and the Village of Palatine.

The College also operates under an exclusive beverage agreement with Pepsi Americas, which expires in June 2027.

Dining and Catering Services included in the proposal shall include:

a) **Cockrell Dining Hall**, Building A, (Annual Sales see sales analysis).

Cockrell Dining Hall, located on the 1<sup>st</sup> floor of Building A, is the primary dining facility for the campus. The kitchen, food preparation areas and cold/frozen storage which services Cockrell Dining Hall, two satellite cafes and catering to the Wojcik Conference Center and all campus meetings and events are also located in Building A. Additional dry and cold/frozen storage is located in the basement of this facility. Seating is available for approximately 230 people and the following food concepts are offered:

- Grill station
- Hot Entrée station
- Breakfast station (Mornings only)
- Fresh made sandwich station
- Beverage station
- Soup/chili station
- Grab-n-Go station
- Display cooking station

b) **Subway**, Building Z, also referred to as Avante Building, (Annual Sales see sales analysis).

This is a full-scale Subway location.

c) **Catering Services** for meetings and events.

- Wojcik Conference Center, Building W, (Annual Sales see sales analysis). Catering in the conference center include plated and buffet style meals. The dining room is located on the first floor and has seating for up to 190 guests. The dining room has an adjacent staging area with 2 coolers, a food warmer and two coffee machines. Meals are provided in nine (9) meeting rooms.
- On-campus buildings. (Annual Sales see Sales analysis). Dining Services provides catering services for department/student meetings and events at any location on the main campus, including sales to In-Zone summer camp.

- d) **Starbucks Coffee Shop**, Building D (Annual Sales see Sales analysis). This location is a licensed Starbucks store with their full selection of food and coffee options.
- e) **Day Care Center**, Building J. This location is Harper College onsite Day Care Center that offers children snacks and lunch options.

Future services to be included in the proposal shall include:

- a) **Canning Center**, The College is currently engaged in designing a Canning Center that will house a new dining facility of approximately 22,400 square feet. The dining facilities in the Cockrell Dining Hall will be closed when this facility opens for business. The Contractor may include as part of the proposal a plan to make an investment to build-out and equip the new dining facility. The targeted begin date for construction is currently planned for August 2025 and operational January 2027.

Not included in this agreement:

- a) **Convenience Store**, Canning Center. The College is considering opening a small convenience store on campus (in the Canning Center). The convenience operations will likely include bottled/canned beverages, snacks and brewed coffee served in air pumps. Hot, prepared foods will not be included in the convenience store operations.
- b) **Vending Services**. Food, snack, hot and cold beverage vending are currently under contract with Sodexo Vending. The initial term of the contract ends June 2024.
- c) **Dining Room**, Building A. This dining room is run by the College's Hospitality Management program and serves as a teaching environment for students.
- d) **College Bookstore**. The bookstore is allowed by the college to sell snack and bottled/canned beverages. The current contract expires June 2023 with optional one-year renewals through June of 2027.
- e) **Hawks Nest**. The College is looking for ideas to address the needs of students with food insecurities. Please provide ideas that the college can implement.

### 3.2 TAXES, PERMITS AND LICENSES

The Contractor shall be responsible for obtaining, at their expense, all required permits, licenses, and bonding to comply with pertinent College, municipal, county, State and Federal laws and regulations, and assume liability for all applicable taxes and assessments including, but not limited to, sales, property, franchise, excise, income tax withholding, social security, etc.

In the event the Illinois Department of Revenue, or any other governmental agencies, assesses any sales or use tax liability, or other taxes, fines, or penalties against the College resulting from the Contractor's operation of Dining and Catering

Services pursuant to this Agreement, the Contractor agrees to defend and indemnify and hold the College, its board members, officers, and employees and each of them, forever harmless from and against any and all such taxes, fines, penalties or other costs assessed by the Illinois Department of Revenue or any other governmental agencies or incurred by the College in defending such claims.

The College is exempted from all applicable Federal, State and Local income and sales tax. Retail sales tax shall not be included in any computation or passed on to the College in any form. The College will provide tax-exempt certificates upon written request.

### **3.3 USE OF CREDIT**

The Contractor shall make all purchases in its own name and not use the credit of the College in any manner. The Contractor alone shall be responsible for purchases and contracts made by him/her, and the College at no time and for no reason shall be responsible for any goods purchased by the Contractor, or for any other obligations or liabilities assumed or created by the Contractor. The Contractor shall not use the name of Harper College, except as, from time-to-time, specifically authorized in writing by the College through its Manager of Auxiliary Services.

### **3.4 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless Harper College, its Board of Trustees, administrators, officers, agents, employees or volunteers individually and collectively from and against any and all claims, demands, lawsuits, loss, damage, injuries and liability including attorney's fees, costs and expenses incurred in connection therewith, however caused, resulting from, arising out of loss or damage to any property or injury or death of any person, or in any way connected with the performance of the Agreement hereunder, or any renewal or extension thereof, whether or not caused or contributed to, by, or on account of any acts or omissions on the part of the Contractor or of any subcontractor or any of their respective agents, servants or employees or any negligence or alleged negligence on the part of Harper College, the Board of Trustees, its members, individually and collectively.

### **3.5 CONTRACTOR'S STATUS**

It is understood and agreed that nothing contained herein is intended or should be construed, as in any way creating or establishing the relationship of partners between the College and the Contractor. The Contractor is an independent contractor and in providing services hereunder shall not be deemed to be the agent of Harper College. The College does not guarantee in any way, a profit to the Contractor. All persons performing work hereunder for the Contractor shall be employees or subcontractors of the Contractor, and not of Harper College. The Contractor shall be as fully responsible to Harper College for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. The sole interest of the College in respect to performance is to ensure that duties are performed in a competent, efficient, professional and satisfactory manner.

### **3.6 ASSIGNMENT AND SUBCONTRACTING**

This Agreement and the obligations contained herein and attached hereto, shall be binding upon each party and shall not be assigned, transferred, devised or subcontracted, by the Contractor in whole or in part, without the express written consent of the College, nor shall the Contractor have the right to authorize or permit the use of the College facilities by other third parties without the express written consent of the College through its Manager of Auxiliary Services.

### **3.7 TERM**

The Agreement awarded hereunder shall be for a fixed term of five (5) years from the date of January 1, 2024.

Should the College award an agreement it would be in sufficient time for the qualified Contractor to assume operation of Dining and Catering Services. The specific commencement date shall be determined by mutual agreement between the College and the successful Contractor in order to best meet the needs of the students. The actual commencement date of this Agreement shall have no impact on the Agreement expiration date.



At the expiration of the selected term, this Agreement may be renewed at the mutual option of both the College and the Contractor for up to three (3) additional two (2) year periods, provided that renewal negotiations shall be initiated by written request of either party no less than 180 days prior to the expiration date of the Agreement, and renewal terms agreed upon no less than 120 days prior to the expiration of the Agreement.

The Contractor shall schedule transition of management responsibility at the end of this Agreement at the convenience of the College, resulting in an actual termination date that may vary up to 60 days after the stated termination date at the sole discretion of the College. The Contractor shall maintain normal store hours and services throughout the last day of any transition period agreed upon, unless approved in writing by the Manager of Auxiliary Services, no later than two weeks prior to the agreed upon transition date. The convenience of the students shall be the primary focus in any transition of service.

### 3.8 TERMINATION

#### Termination Without Cause

The College may terminate the Agreement for any reason, provided the following procedure is followed:

- a) Written notice must be given by the College to the contractor prior to the effective date of termination. The College may terminate by giving not less than one hundred eighty (180) days notice to the Contractor.
- b) Termination of this Agreement by the College, prior to the expiration date of this Agreement without cause, shall not obligate Harper College for any inventories or advance payments.
- c) All written notices regarding termination shall be sent via certified or registered mail.

#### Breach of Agreement

- a) The College may cancel this Agreement for breach, as determined solely by the College. In the event the Contractor fails to carry out, comply or perform under the terms of the Agreement, including but not limited to, failure to provide a sanitary environment, failure to pay amounts when due, failure to provide sufficient insurance coverage or failure to operate in a reasonable manner for the best interests of the College and its students, the College may give the Contractor written notice of its failure to perform, and will provide the Contractor thirty (30) days to respond with a plan to correct the issue(s). If the Contractor fails to provide a suitable plan or correct the default within thirty (30) days, the College shall have the right to cancel and terminate the Agreement without additional notice.
- b) In such case, at the College's option, the Contractor may be required to continue operation until relieved by a subsequent operator chosen by the College, for a period of up to one-hundred-twenty (120) days after receipt of such written notice. Contractor shall pay all expenses, reasonable attorney fees and costs incurred in good faith by the College in enforcing the terms of this Agreement.
- c) Upon cancellation of the Agreement due to breach by the Contractor, the Contractor shall pay the College all guaranteed payments owed for the term of the Agreement, less the value of any guaranteed payments provided by a subsequent operator for the same period. Cancellation by breach shall not obligate the College for any inventories, cash advances, investments, or leasehold improvements made or in any other way.
- d) In addition to the rights listed above, the College may, by giving written notice to the Contractor, call for the acceleration of the Agreement's terms, and that the balance of any guaranteed payments is immediately due and payable within thirty days of the notice.

#### Premises

- a) Upon termination of the Agreement or any renewals hereof, the Contractor shall vacate the premises and deliver premises to the College in the same condition the premises are in at the time the Contractor enters into such agreement, reasonable wear and tear excepted; provided, however, that the College, by written notice may require that any or all of the alterations, additions, and improvements to the premises **not** be removed by the Contractor, the same being a part of the premises. Notwithstanding the foregoing sentence, the Contractor shall have the right upon termination or expiration of the Agreement to remove such furniture, furnishings, equipment, trade fixtures, and other personal property of the Contractor placed in or upon the premises provided the Contractor shall, at its sole expense, repair any damage to premises caused by such removal.

#### Timely Payments and Bankruptcy

- a) If, at any time during the term of this Agreement, the Contractor fails to make timely payment of any Commission, or any petition of bankruptcy shall be filed by or against the Contractor, or if it shall be adjudged a bankrupt, or a receiver shall be appointed by any Court of competent jurisdiction, to take possession of this property, or if it shall make any assignments for the benefit of creditors, then the College reserves the right to immediately cease, terminate, and expire this Agreement; and the College shall have the right forthwith, by force or otherwise, to re- enter the premises, to have, repossess, and to enjoy without liability for damages, the dining services space and all equipment and furniture contained therein, anything in this Agreement to the contrary notwithstanding. Contractor shall provide the College written notice of any bankruptcy filing within twenty-four (24) hours of such filing. Contractor shall pay all expenses, reasonable attorney fees and costs incurred in good faith by the College in enforcing this term of the Agreement.
- b) In the event the Contractor repeatedly fails to make timely payment of any Commission Fees, the College may give the Contractor written notice of its failure to perform and will provide the Contractor thirty (30) days to correct the issues(s). If the Contractor fails to correct the default within thirty (30) days, the College shall have the right to cancel and terminate this Agreement immediately, in accordance with Section 3.10, "Termination".

### 3.9 LIABILITY INSURANCE

The Contractor shall obtain and maintain the minimum insurance coverages set forth below with insurance company(ies) carrying an A.M. Best rating of A VII or better and licensed to do business in the State of Illinois. By requiring such minimum insurance, the College shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed pursuant to the Agreement by reason of failure to obtain or maintain insurance in sufficient amounts, duration, or type. The Contractor shall maintain throughout the term of the Agreement awarded hereunder and any renewal or extension thereof, such insurance as will protect the College, the Board of Trustees, its members, individually and collectively from claims under the Workers' Compensation Act (including Occupational Diseases and Employers' Liability Coverage), and from any other claims for damage to property or for bodily injury, including death, which may arise from operations under this Agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations which the Contractor has assumed at any and all College authorized locations. The required coverages and minimum limits of liability are set forth in paragraph B hereof and these policies shall name the College and its affiliated entities, their governing boards, officers, employees, agents and volunteers as Additional Insureds with endorsement to the limits set forth in paragraph B, Section #3.11. All coverages required hereunder shall provide

coverage on a primary and non-contributory basis with any other insurance coverages and/or self-insurance available to the College. The College reserves the right to verify any information with the carrier.

Before proceeding with any work the Contractor shall furnish to the College certificates of insurance executed by insurance companies approved by the College evidence of the coverages required hereunder. At least 15 days prior to the expiration of any required coverages, a certificate of insurance must also be sent to the College providing evidence that such coverage has been renewed. The certificates of insurance shall contain a covenant requiring thirty (30) days written notice to the College before cancellation, reduction or other modification of coverage. The coverage is modifiable or cancelable only on written notice by registered or certified mail from the insurance companies, mailed to Harper College, 1200 W. Algonquin Road, Palatine, Illinois 60067, Attn: Manager of Auxiliary Services. These policies shall be primary and non-contributing with any insurance carried by the College and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Failure of the Contractor to fully comply with these requirements during the term of the Agreement will be considered a material breach of contract and will be cause for immediate termination of the Agreement at the option of the College.

**Coverage**

**Minimum Limits of Liability**

**Commercial General Liability (ISO form CG0001 or its equivalent)**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Premises and Operations	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$1,000,000
Medical Payments (Any One Person)	\$50,000

**Automobile Liability Insurance (ISO form CA0001 or its equivalent and including owned, non-owned and hired vehicles)**

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory

**Workers' Compensation**

Converge A (Workers' Compensation)	Statutory
Coverage B (Employers' Liability)	
Each accident	\$500,000
Disease each employee	\$500,000
Disease policy limit	\$500,000

**Umbrella Liability**

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Event Limit	\$2,000,000

All supplies, fixtures, equipment, products and receipts furnished or received in connection therewith pursuant to the Agreement, shall remain the property of the Contractor, except in the case of replacement Smallwares. The Contractor shall, at its expense, provide fire insurance and extended coverage in the amount sufficient to cover the value of inventory, equipment and other property owned by the Contractor, and such other insurance as it considers necessary to protect itself from loss due to damage to, or destruction or theft of any such supplies, fixtures, equipment, products or receipts. The College shall not be liable to the Contractor, or any person, for any such loss. It is expressly

agreed that the College shall be totally relieved from any liability to compensate the Contractor for any property damage incurred by the Contractor as a result of fire, water, vandalism, or any other natural disaster. The parties agree that Contractor's general liability and property insurance shall be the sole source of compensation for the Contractor in the event of a loss resulting from a physical or natural disaster.

### **3.10 PERFORMANCE BOND**

The Contractor agrees to furnish a properly executed performance material and labor payment bond issued by a Surety company satisfactory to the College in the amount of 100% of any proposed construction work. If the Contractor abandons the work under this Agreement or fails or refuses to conform with the requirements of the Agreement, either in workmanship or material, or if any time the College is of the opinion that the Contractor is willfully violating any conditions of the Agreement, or executing the same in bad faith, or that any part of the service is being unnecessarily delayed, or if the Agreement or any part thereof shall be assigned or sublet without the written consent of the College, the Agreement may be canceled. The College may thereupon call upon the Surety to complete the Agreement as provided for in the bond. If the Agreement is canceled under this article the Contractor shall not be entitled to any damages on account thereof, nor shall such a cancellation offset the right of the College to recover against the Contractor, or his/her Surety, damages which may arise or extra costs which may be incurred by it as a result of the failure of the Contractor to carry out the terms of the Agreement.

Before declaring the Agreement canceled, the College shall serve on the Contractor and the Surety thirty (30) days' written notice terminating the Agreement if the Contractor does not comply with the terms and provisions of the Agreement specified in said notice. Unless such non-compliance is cured and such notice rescinded by the College, the Agreement shall be canceled, and the Contractor shall be required to remove all supplies, fixtures and equipment from College premises and surrender all keys at the end of said thirty (30) day period.

The Contractor will defend, indemnify, and hold the College, its officers, and agents harmless from any and all claims arising under the Freedom of Information Act which may disclose any of the Contractor's Proprietary Information whether disclosed to the College within this Agreement, the Request for Proposal, the Response or otherwise.

### **3.11 FORCE MAJEURE**

Neither party shall have any obligation to the other for its inability to perform its obligations hereunder by reason of fire, flood, unanticipated labor disputes, federal, state or local legislation, or regulations issued in connection therewith, or for any other reason beyond the party's control, provided that the affected party uses its best efforts to thereafter renew its performance hereunder as expeditiously as possible.

### **3.12 EXECUTION OF AGREEMENT**

The Contract will be in the form of an Agreement. Within thirty (30) calendar days after award, Contractor will furnish insurance documents as required in Section 3.9, "Liability Insurance". The Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

The Agreement with the successful Contractor(s) will incorporate all of the specifications, requirements, terms, conditions, and provisions included in the RFP and any addenda thereto, and any additional elements of the Contractor's proposal which the College deems relevant for inclusion. The Contractor will be expected to properly and promptly execute this Agreement with the College. In any areas of conflict between this document and the agreement, this document will prevail.

### 3.13 FINANCIAL ARRANGEMENTS AND CAPITAL INVESTMENT

Contractor shall detail the five (5) year financial arrangements of this proposal and shall detail any capital investment that the Contractor desires to make along with the dollar amount and terms of such investment.

### 4.0 DINING AND CATERING SERVICES OPERATIONS

The requirements contained in this proposal shall apply to proposals for a Dining and Catering Services agreement.

### 4.1 GENERAL

It is the intent of the College to award a contract to the Contractor it deems will best partner with the College to meet the requirements of the College as outlined in this request for proposal as well as manage through upcoming changes including, but not limited to the new Canning Center, Starbucks renovations, etc.

- a) Contractor will perform the services hereunder consistent with Contractor's proposal and/or proforma relating to the services to be performed hereunder, except as otherwise agreed herein or any other writing signed by the parties or as circumstances or operational concerns otherwise dictate.
- b) The services to be provided under this Agreement are for the convenience of the College community. Patronage from other sources, which will interfere with that purpose, shall be regulated and/or prohibited by the College.
- c) The Contractor shall provide standards of operation, management and support services of the highest level in the institutional food service industry. The Contractor should understand that, while it is an independent contractor, their method of doing business and actions reflect on the College. It is for this reason, among others, that the College takes an active interest in how the food service program is operated. The College will attempt to be sensitive to the needs of the Contractor, however, it is important the Contractor learn and understand the operations of the College in order that the efforts of the College and the Contractor are compatible and contribute positively to the quality of life of the College.

The equipment and space provided by the College to the Contractor shall be used only for foodservice and permitted related activities, as provided in this Agreement, unless the Manager Auxiliary Services and Facilities Management gives express written permission for any other use. The space and equipment are to be exclusively used only for providing foodservice to the College students, employees, and guests, and for other functions for which the College has granted specific written approval. It shall be specifically understood that the College may use the public dining areas in any facility for other purposes at the discretion of the College. Any changes in this policy must be approved by the College.

- d) The Contractor shall provide, install and maintain all of the equipment specified within its proposal response as a means to increase and maintain sales as well as meet the nutritional, sanitary and efficient operational standards specified within this contract. Contractor shall provide to the College a list of equipment provided under this agreement within 30 days prior to installation.
- e) Contractor shall provide a dining website for access by students and staff to obtain pertinent dining information via the worldwide web. The system should allow access to operating information such as locations, menus, hours, specials, campus catering and conference center catering as well as other information such as contact information, customer comments, and health and nutrition information. Contractor shall work with the campus marketing department for all design, maintenance and support of the website and periodically assess and update the site to meet student and staff needs.

- f) The Contractor shall operate in accordance with the Colleges operating calendar.

The College is open twelve (12) months of the year except for the following holidays;

- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Reading Day (Good Friday)
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Election Day
- Thanksgiving Holiday (Wednesday, Thursday and Friday)
- Christmas Eve Day
- Christmas Day
- Weekdays between Christmas and New Year's Day

Additional holidays may be observed contingent upon academic needs determined by the College's Calendar. It shall be the Contractor's responsibility to confirm holidays in any given year.

- g) Vending services, the Hospitality Management Program Dining Room, Bookstore and Convenience Store are expressly excluded from the scope of this agreement.
- h) Contractor shall be aware that the College has an exclusive vending service agreement with Sodexo Vending Services which provides exclusive rights to certain vending products at College locations, through June 30, 2024. The College reserves the right to extend its current vending services agreement with the incumbent, or enter into a new agreement with another contractor, at the expiration of the current vending services agreement.
- i) Contractor shall be aware that the College has an exclusive beverage pouring rights agreement with PepsiCo which provides exclusive marketing rights of certain cold beverage products at College locations. All sales, marketing, promotion, or distribution of cold beverage products at the College shall be PepsiCo products through June 30, 2027. The College reserves the right to extend its current beverage pouring rights agreement with the incumbent, or enter into a new agreement with another contractor, at the expiration of the current beverage pouring rights agreement.

Under this agreement, the College has appointed PepsiCo, as the sole, exclusive and official Beverage sponsor, supplier, distributor and marketer of the College and the Facilities. Contractor shall cause PepsiCo Brands to be exclusively available at the Facilities and no Beverages or Beverage related items including, but not limited to, logos, cups or premium items, that compete with or are the same as or similar to PepsiCo Brands shall be made available, advertised and/or promoted at the Facilities.

## 4.2 FOOD AND SERVICE

- a) The Contractor is expected to operate the dining and catering services to the satisfaction of students, faculty, support staff and administration. The College will have the right of supervision of the dining facilities, kitchen and auxiliary service rooms and of the total operation of the Contractor with respect to the quantity and quality of food served, the conduct of its employees, the method of service and the maintenance and sanitary condition of the premises. The College will have the right to make, from time-to-time, reasonable requests with regard to all matters and the Contractor must agree to those requests. All authorized representatives of the College will have the right of access to all portions of the premises at all times. The College reserves the right to use the dining areas for other scheduled non-food service programs or activities.
- b) The Contractor shall establish and maintain a schedule of operating hours that are convenient to and meet student and employee needs for the fall, spring and summer academic terms, and for limited service in the periods between academic terms. The Contractor will adjust these hours at the beginning of each academic term as requested by the College through the Manager of Auxiliary Services or its designated representative.
- c) As a guideline, the following sections list the normal operating hours. The Contractor shall propose operating hours for each of the facilities and service operations as part of their proposal, which shall be incorporated into this Agreement: Post pandemic hours have been reduced and agreed on with current vendor and the college. The college plans to head in the direction of normal operating hours moving forward.

Contractor shall administer the foodservice Program in accordance with the following descriptions, locations and hours;

The **Cockrell Dining Hall** is the main operating kitchen/servery on campus and occupies approximately 10,600 square feet. This location currently features all types of foods, preparations and variety. Station assignments shall be subject to any renovation plans negotiated between Harper College and the successful Contractor.

The scatter stations that currently operate on a daily basis shall include:

Grill Station – hot breakfast, lunch, and dinner  
 Beverage Station – a full complement of hot/cold beverages  
 Entrée Station – hot lunch entrees and sides, hot dinner entrees  
 Sandwich Station – variety of hot and cold sub sandwiches  
 Soup/Chili Station – hot soup and chili  
 Grab-n-Go Station – prepackaged salads, wrapped sandwiches, yogurt, desserts  
 Juice/Soda/Water/Tea – bottled drinks and milk  
 Mobile Merchandisers – for snacks and candy

- The **Cockrell Dining Hall** currently has operating hours as defined below:

**Regular School Year** (mid-August through mid-May)

Monday through Thursday: 7:30 a.m. to 5:00 p.m.  
 Friday: 7:30 a.m. to 2:30 p.m.

**Summer Semester** (mid-May through mid-August) and **Academic School Breaks**

Monday through Friday: 7:30 a.m. to 2:00 p.m.

**Holidays** – Closed for all College holidays

- The **Subway** currently a full subway location with the current Subway menu items and offerings including beverages and chips. The facility occupies approximately 350 square feet of space. The **Subway** currently has operating hours as defined below:

**Regular School Year** (mid-August through mid-May)

Monday through Thursday 8:00 a.m. to 7:30 p.m.  
 Friday: 8:00 a.m. to 2:30 p.m.

**Summer Semester** (mid-May through mid-August)

Monday through Thursday: 7:30 a.m. to 2:00 p.m.  
 Friday: Closed

**Holidays and Academic School Breaks** – Closed

- The **Starbucks** currently a full Starbucks location with the current Starbucks menu items and offerings including beverages and food items. The facility is located in the D Building. The **Starbucks** currently has operating hours as defined below:

**Regular School Year** (mid-August through mid-May)

Monday through Thursday 7:30 a.m. to 6:30 p.m.  
 Friday: 7:30 a.m. to 1:00 p.m.

**Summer Semester** (mid-May through mid-August)

Monday through Thursday: 7:30 a.m. to 1:00 p.m. Friday: Closed

**Holidays and Academic School Breaks** – Closed

- **Catering Services** shall be provided as described in Section 4.3 Catering and Special Events of this Agreement. All catering shall be approved by the food service Contractor. Catering will be available in any building on-campus and occasionally at selected off-campus sites for special functions. All special functions shall be approved by the food service Contractor. **Catering Services** currently has operating hours as defined below:

**Regular School Year and Academic School Breaks**

Monday through Friday: 6:00 a.m. to 10:00 p.m.  
 Saturday and Sunday Closed (available for WCC and special functions)

**Holidays** – Closed for all College holidays (available for WCC and special functions)

- d) The operational hours shall be subject to negotiation between the food service Contractor and the Manager Auxiliary Services or College’s liaison. All requests for changes in hours must be made in writing to the Manager Auxiliary Services or College’s liaison and supported by appropriate rationale. Permission to adjust hours shall be effective only when issued in writing by the Manager Auxiliary Services or College’s liaison.
- e) The Contractor will procure, prepare and serve high quality, nutritious, healthy, wholesome, attractive, and palatable food and beverages, which shall be professionally prepared and presented in the College’s designated dining facilities and dining rooms, on such days and at such hours as meets the needs of the students, employees, and community. Contractor shall review and revise menu offerings on a regular basis to provide food offerings desired by the students, employees and community, including vegetarian/vegan food offerings. No foods that are beyond the manufacturers/processors established expiration date or time will be served and/or sold.



- f) Progressive cooking shall be the normal method of operation at the Cockrell Dining Hall, especially productions such as grilling, deep frying, and steam cooking. The quantities should be prepared as close as possible to the time they are served, while still maintaining quality and adequate stock to avoid excessive waiting by customers, so that relatively small amounts of food become ready for serving at progressive periods continuously throughout each meal period.
- g) The Contractor shall keep display and serving areas clean, orderly, and attractive at all times. Specifically, the quality and appearance of food will be observed carefully by the Contractor before the start of each peak traffic period, and as frequently as necessary for the duration of the high traffic period. Foods shall be adequately garnished. Spillage or soil spots must be removed promptly from the serving dish, counter, steam table pans, and general serving areas. Salads, and pre-dished items, are to be frequently replenished or regrouped to prevent a space or disheveled counter appearance. Excessive pre-dishing is to be avoided. Partially used, broken, or spilled items must be removed from the area promptly. Food service areas must be well stocked throughout the posted serving hours.
- h) The end of the serving period, both day and night, must be as quality-oriented to the consumer as the beginning of the serving period. This includes the number of entrees, sanitation, merchandising, temperature of food, and overall quality.
- i) The Contractor should continuously initiate new customer service programs, which are focused on the needs of the academic community. These programs should serve as an ongoing demonstration to both faculty and students that the campus foodservice is the best place to meet their needs for dining, catering or other related services.
- j) The Contractor will monitor customer satisfaction with the quality of food and service by conducting annual College- approved surveys of patrons at all the units to monitor changing needs of the population. A summation of the survey results will be submitted to the College within ten (10) business days of their return. Consistent negative results could be cause for contract termination. Contractor shall make available individual survey responses for review by the College upon request. Further, the College reserves the right to conduct its own independent survey and to utilize comment cards for soliciting immediate student, employee and guest feedback.
- k) The Contractor will, on a weekly basis, prepare and dispense visual menus covering the food and beverages to be sold. The initial format of the menu must have approval of the Manager Auxiliary Services. This menu will be prominently posted in each dining service location, as well as other agreed-upon locations, and shall be made available to the campus via paper or electronic medium at least one (1) week prior to planned use.
- l) The Contractor will staff the units with the optimum number of employees for the efficient operation of the dining facilities and provide the best possible service to the College within the approved budgeted labor cost percentages. Any changes in staffing levels, dollars and/or labor hours will be subject to approval by the Manager Auxiliary Services.
- m) The Contractor shall be expected to provide a basic food service program for staff and the public between academic terms or when classes are not in session. Menus shall be approved by the College.
- n) The Contractor shall provide sales on a cash or credit card basis and provide a cash register receipt for all transactions that occur in retail outlets. The receipt shall identify specific items purchased, unit costs, tax, total cost and identify the Company name, unit location, cashier, and date.
- o) The Contractor shall have the means to charge college departments for authorized individual meal purchases

in the cafeteria through the use of “pre-paid” lunch cards, direct charge to an account or other means available to the contractor.

- p) The Contractor's management personnel will determine the specifications for food and other supplies to be used in the Program and must meet or exceed the food quality specifications initially proposed by the Contractor and approved by the College.
- q) Contractor shall use its best commercially reasonable efforts to procure all food, beverages, and supplies in the most economical, cost-efficient manner as is reasonably practicable. The Contractor shall be entitled to utilize its national account or other vendor systems if this provides an economic benefit to the students and employees of the College. Contractor shall credit appropriate trade discounts to the local unit account. The Contractor will be expected to demonstrate, upon request, how its purchasing practices result in the College receiving the best prices for all food and supply items.
- r) Contractor shall procure in its name and at its expense, all food and food supplies and conduct an inventory of all food products on a periodic basis to ensure that adequate supplies are on hand at all times so uninterrupted delivery of menu items to patrons is achieved.
- s) Contractor shall not use the credit of the College in any manner. Contractor shall not use the name of the College, except as, from time-to-time, specifically authorized in writing by the College through its designated representative.
- t) Menus, recipes, the quality of food and service, the prices charged, the portions furnished, and all other phases of operations will be subject to the review and approval of the Manager Auxiliary Services or designated representative at all times. All College dining facilities under this Agreement will charge the same prices for like items and offer approximately the same levels of service unless specifically approved in writing by the College Liaison. Prices for all major food items are to be prominently posted in all the dining facilities.
- u) The selling prices to be charged in the College's food outlets shall be reasonable and competitive with prices charged in comparable establishments for comparable products, similarly prepared and of like quality and quantity. The Contractor shall also offer in its menu cycle a reasonable number of “value meals”, “combos”, “meal deals” or other types of discounted menu items.
- v) Proposed changes in retail dining or catering prices must be made in writing to the College Liaison at least ninety (90) days prior to the intended effective date, must be supported by detailed rationale which shall be compared to the Consumer Price Index, for food away from home. All prices are to be reviewed at least annually. Mid-term price increases are greatly discouraged and will be granted only for extraordinary reasons. Contractor shall not increase any prices without the written approval of the College. Permission to adjust prices shall be effective only when issued in writing by the Manager Auxiliary Services. Pricing on all branded items shall not exceed the pricing of local retail outlets.
- w) In the event that there are temporary raw product price increases, the College and Contractor may elect to impose a temporary surcharge until such time as those prices have returned to their normal levels. Such temporary surcharges shall be approved in writing by the Manager Auxiliary Services prior to implementation.
- x) The College requires the review and approval for the elimination or adjustment of an offering such as changing a portion size. Requests for price increases due to voluntary changes in portion size, such as changes in product or supplier in a corporate buying program, shall not be considered.

- y) The Contractor will be responsible for supporting supplies for each location. For example, the Contractor will need to provide napkins, utensils, containers, straws and condiments for all applicable food locations.
- z) The Contractor will furnish all paper, plastic, and other expendable items used in the facility dining areas in accordance with quality levels that meet the needs of the customers or as mutually determined between the College and the Contractor and as permitted by local or state jurisdictions. The Manager Auxiliary Services will approve the use of all expendable serviceware.
- aa) The Contractor will maintain College approved par stock levels of china, glassware, flatware, trays, expendable equipment (including cutlery and cooking utensils), not to be less than the quality presently on site. The Contractor will be required to exercise due diligence in the use and storage of these items. The Contractor will be required to replace all lost, pilfered, or broken or damaged serviceware due to Contractor employee negligence or willful misconduct. The Contractor will pay for all costs, so as to maintain the amount, conditions, and quality level of said equipment as initially furnished to the Contractor by the College. All such replaced expendable equipment shall be the property of the College.
- bb) In support of Student clubs and organizations, Student fund raising projects will be permitted under the auspices of the College's designated representative. In support of student organizations as well as the interest of preventing any Food Borne Illness, Contractor shall assist all student clubs, organizations and allied associations with their respective food related fund-raising activities. This assistance may be in the form of food, supplies, facilities, equipment or food waiver requests.
- cc) The Contractor shall work with the Continuing Education department to develop menu options and service arrangements for the InZone summer camp program.
- dd) The Contractor shall work with the College's departments to accommodate new initiatives that require special food arrangements and handling.
- ee) The Contractor shall cooperate with the College's vending contractors in providing customer refunds and will maintain a refund program funded by the vending services contractors for all food and beverage vending services. The Contractor will also reimburse the Bookstore for any vending refunds issued from that area. The objective is to provide a level of service in which the contracted nature of vending services is "invisible" to the customer. Contractor will maintain vendor supplied refund banks and issue refunds for vending malfunctions at all retail locations as directed by the contract liaison. Contractor may require a signed receipt for each refund made, however, it may not hold the College, its officers, or employees liable or accountable for any monies in the operation of the refund bank.
- ff) The Contractor shall have exclusive rights to operate foodservice at the following locations:
- Cockrell Dining Hall
  - Subway
  - Starbucks, D-Building
  - Canning Center (future)

This right includes exclusive access to kitchen areas, stock rooms, production equipment, dishrooms, offices and other areas assigned to the Contractor as of the Effective Date of this Agreement. Contractor understands and accepts that catering services shall have limited exclusive rights as detailed in Sections 4.3.c, 4.3.d and 4.3.e.

- ii) The College shall reserve the right of final authority as to who will sell what merchandise or services, if a competitive situation develops between the dining and catering contractor and a College department or another College contractor.
- jj) The Contractor will coordinate and host ten (10) special weekly barbeques during the summer semester which will include one or more volunteer campus employees to assist with serving meals on the grill line. Weather permitting, all barbeques will be held outdoors and near the main cafeteria. Barbeques are currently located on the north patio.

#### 4.3 CATERING AND SPECIAL EVENTS

- a) Harper College provides catering services for its staff, guests and community groups in or near the workspaces in the various locations. It is the College's objective to provide these services offering high quality food, service, variety and exceptional customer service.
- b) Catering at Harper College is a large, complex, and important operation. Contractor must demonstrate the knowledge, experience, and capability necessary to implement and maintain an excellent catering program. Catering services must be accessible and affordable to a wide range of College consumers and will be effectively managed so as not to be a financial burden on the overall food service program.
- c) All catering and special functions must be coordinated through the Conference and Events Management office and will be approved by the food service Contractor. Contractor understands and accepts that catering at Harper College facilities shall be on a limited exclusive basis, offered to the Contractor with the right of first refusal.
- d) The College reserves the right to have another caterer provide service for any function, when deemed in the best interests of the College. Other caterers may be utilized only at the discretion of the Manager Auxiliary Services, for any function for which the Contractor is unable to furnish the required and appropriate service due to lack of staff or available production facilities, or the inability of both parties to reach an agreement regarding price or quality. Contractor shall generally be provided a variance of no more than 10% when comparing prices to outside vendors for a comparable menu. The Contractor also agrees to automatically waive their rights for any non-public event in which food provided has a total cost that does not exceed \$250. (Proposal from Executive Cabinet to change this amount)
- e) The College retains the right to allow, on a limited basis, periodic, special or major fund raising events, sponsored by the College itself or any College authorized organization and which involve the serving of food, to be catered by a contractor other than the College's designated food service contractor. Authorization of such events shall be solely at the discretion of the College.
- f) Within thirty (30) days of the Agreement award, Contractor will be expected to submit a catering catalog or guide, including selections, procedures, and prices, to the College of approval. Catering menus, portions, and prices are subject to College approval.
- g) A catering manual or guide shall be maintained by Contractor that will be used by the College as well as outside groups utilizing College facilities. This manual will list all food offerings available for catering on-campus, pricing schedules and pertinent ordering instructions. Catering will be available in any building on-campus. All catering will be for College authorized functions only.

- h) The catering guide should provide, at a minimum, for the following types of meals:
- Continental Breakfast
  - Breakfast Buffet
  - Complete Breakfast
  - Sweets and Bakery
  - Luncheon Salads and Sandwiches
  - Cold Sandwich Buffets
  - Luncheon Hot Buffets
  - Luncheon Entrees
  - Dinner Hot Buffets
  - Dinner Entrees
  - Hot and Cold Party Appetizers
  - Picnic Menus and Box Lunches
  - Breaks and Snacks
  - Beverage Services
  - Miscellaneous Services
- i) Prices listed in the catering guide must be per person for each type of meal listed below. These prices shall also include the basic labor needed to prepare, deliver, serve and cleanup for normal functions. The Contractor must distinguish between weekday and weekend event pricing, if different.
- j) The Contractor shall be responsible for the appropriate set up, clean up, and prompt removal of equipment and food residue from the areas following the completion of any meal, meeting, or event provided by the Contractor. All setups and tear downs must be coordinated through the Conference and Events Management office.
- k) The Catering manual and pricing must be approved in writing by the liaison or Manager Auxiliary Services before being distributed. Any pricing changes must be in accordance with Sections 4.2.v, 4.2.w, and 4.2.x, and submitted in writing to the liaison or Manager Auxiliary Services at least ninety (90) days prior to the intended effective date. Any pricing changes submitted must also be approved in writing by the liaison or Manager Auxiliary Services before being implemented.
- l) The College from time to time will request that the Contractor provide and dispense alcoholic beverages for special meetings and catering events. The Contractor will be expected, in accordance with State and Federal laws, to provide this service. The Contractor shall coordinate with the College and determine the best way to obtain appropriate liquor licenses. Any license obtained in the name of the Contractor will be at the Contractor's expense. The Contractor is responsible for obtaining all insurance required by law and the College to serve liquor on College property. The Contractor must conduct all legally mandated and prudent training as well as provide adequate supervision to assure the College that all laws and industry standards regarding liquor service are being met or exceeded. Requests for alcohol service must be submitted to the Manager of Auxiliary Services or designee.
- m) The College is committed to safe and responsible behavior as it relates to alcoholic beverage service. Alcoholic beverages may be served on all College properties in accordance with state and local laws. Liquor may be consumed at events with the express consent of the President or their designee and only when included as part of the cost of the meal and not to be sold individually. Liquor may only be served at catered functions specifically approved by the College's President or authorized designee.

- n) Contractor shall provide to the College liaison, a monthly listing of all catering events including function, group, date, location, cost, number of meals, and menu description.
- o) Contractor will maintain on campus an experienced, well skilled staff that is capable of planning and organizing the catering events commonly occurring on the College campuses, and, if needed, have additional resources at its disposal to assist with major functions that the College may choose to hold.
- p) Contractor shall provide appropriate order forms for obtaining catering service requests. Such forms shall contain billing account information, authorized signature and detailed description of services provided with unit pricing. A copy of each form shall be submitted with each invoice to the College for payment. The College shall not be responsible for payment of invoices that do not provide the required information.
- q) When required for catering events, the Contractor will provide all special serviceware, linens, equipment, and flowers. All costs associated with special serviceware, equipment, and flowers will be identified by the individual catering event and as separate line items on the billing statement. At no time will the expense for serviceware, linens, equipment, and flowers be combined with any other expense categories.
- r) The Contractor shall provide all appropriate delivery vehicles needed to ensure that events occur in a timely and efficient manner. Contractor shall be responsible for all operating expenses related to any vehicles including, but not limited to, gas, oil, maintenance, title, license, insurance, etc. Such vehicle(s) shall remain the property of Contractor's upon termination of the agreement.
- s) The College reserves the right to request a refund or reduction in the bill on any and all catered events in which service is not satisfactory, provided that proper ordering procedures and notification have been provided by the College.
- t) Contractor is encouraged to implement on-line ordering capabilities that are efficient and convenient for the College.
- u) Contractor shall honor all catering commitments previously made by Dining Services for a period of 180 days from the Effective Date of this Agreement.

#### 4.4 FACILITIES AND EQUIPMENT

- a) Contractor will maintain the operation of the Program, in accordance with all applied rules of local public health agencies, and Contractor shall be responsible for all damage to the Property and the Facilities caused by the negligent and intentional acts or omissions of its employees, other than as provided in Section 4.4.g. Contractor shall be responsible for all repairs and maintenance of equipment owned by Contractor.
- b) The Contractor shall have access to an area for the purpose of shipping and receiving foodstuffs and other merchandise associated with the operation of the dining and catering operations. The Contractor shall promptly remove and unload all materials received in the area and be responsible for the cleanliness of this space and adjoining hallways leading to the dining premises. Storage and delivery of merchandise to and from the dining premises will be at the Contractor's risk and expense.
- c) The Contractor shall provide and install all necessary internal signage for the operation of dining and catering services within the facilities of the program. All interior and exterior directional signage and locations shall be the responsibility of the College and provided solely at the discretion of the College.
- d) The Contractor shall bear the costs of all expenses for any renovations, alterations, changes or modifications initiated by the Contractor and shall not be reimbursed by the College at any time. Said changes shall have

the prior written approval of the College's designated representative. Any modifications, renovations, alterations, or changes must be in compliance with all applicable College, local, State, and Federal requirements.

- e) Upon termination or expiration of the Agreement or any extension thereof, Contractor shall promptly cease operation, and shall return the facilities to the College in as good a condition and in the original physical configuration, as at the beginning of the agreement, less normal wear and tear or College approved alterations. In addition, the Contractor shall turn over all College owned Property and equipment to the College in its original condition, less normal wear and tear.
- f) Contractor shall not alter the facilities assigned for its use without requesting and obtaining the written approval of the College, through the Executive Director of Facilities Management coordinated by the Manager Auxiliary Services or authorized representative, prior to making any such alteration. Contractor shall not be permitted to alter any other College facilities under any circumstances.
- g) The Contractor shall be responsible for providing reasonable advance notice to the College of all needed repairs and maintenance of equipment owned by the College as indicated in Sections 5.0.h and 5.0.i, and shall repair or replace retail service furniture, fixtures, equipment, supplies and facilities provided by Harper College which are lost, damaged, or destroyed as a result of any act or omission of the food service contractor's employees, agent or subcontractors. All College owned equipment replacements shall be ordered by the College and only as authorized by a College purchase order. Any purchases not authorized by the College shall be at Contractor's expense.
- h) The Contractor must consult with and obtain permission from the Manager Auxiliary Services prior to the disposition or declaration as surplus or removal of any equipment owned by the College. No College owned equipment shall be removed from the premises for any purpose other than repair, except by the College or with the prior approval of the Manager Auxiliary Services.
- i) The Contractor shall review the condition of all capital equipment owned by the College on an annual basis and identify any equipment in need of replacement on a 3-year planning cycle to allow the College sufficient opportunity to budget for such replacements.
- j) After the execution of this Agreement and in any event prior to Contractor's rendering of any Services hereunder, Contractor will maintain the Facilities, including, without limitation, the kitchen and equipment in the Facilities, in good, clean and sanitary condition in accordance with the Palatine Township Health Department standards.
- k) The Contractor shall take reasonable and proper care of the Facilities and Property provided by the College. In the event of damages due to negligence on the part of Contractor's employees, Contractor shall repair or replace the damaged item(s). If determined in the best interest of the College, the Contractor may reimburse the College the cost of repair or replacement of same to include any overhead costs and labor charges. Any reimbursement payments shall be made within thirty (30) days of occurrence.
- l) Contractor shall maintain and replenish the initial inventory of smallwares and expendables as necessary, as defined in Section 5.0.k, but no less than annually, during the term and upon termination of this Agreement. This inventory shall remain the property of the College. Contractor shall maintain inventory records of all items covered in the smallwares inventory.
- m) The Contractor will provide and maintain the supply of plastic trays and silverware for customer use in the dining facilities, regardless of the cause.

- n) The Contractor will have a supply of suitable paper trays and heavy-duty plastic ware, or comparable, available for those customers who wish to take food back to their work areas. The Contractor shall provide all maintenance and programming costs on the Point of Sale (POS) cash register systems.
- o) The contractor shall provide and maintain all technology related equipment (computers, POS systems, printers scanners, copiers, fax machines, etc.) required to support the food service operations.
- p) The contractor shall provide and maintain all network infrastructures as well as internet and other wide area network services used by the Contractor.
- q) The Contractor shall provide email and other electronic communications capabilities for all Contractors' employees as necessary. In no case will the Contractor's employees have harpercollege.edu email addresses.
- r) Contractor shall provide all appropriate delivery vehicles needed to ensure that all services and events occur in a timely and efficient manner. Contractor shall be responsible for all operating expenses related to any vehicles including, but not limited to, gas, oil, maintenance, title, license, insurance, etc. Such vehicle(s) shall remain the property of Contractor's upon termination of the agreement.
- s) The Contractor will undertake all due diligent and prudent means to prevent any infestation of rodents and vermin in the areas under its direct control. Any evidence of a problem of this nature must be reported immediately to the Manager Auxiliary Services or authorized representative. Should an infestation occur in the Contractor's area and spread outside the Contractor's area, the Contractor is responsible for all costs resulting from treating the ensuing infestation of rodents or vermin.
- t) The Contractor is responsible for maintaining the highest standards of sanitation and cleanliness in these areas where trash and garbage are disposed. It is the Contractor's responsibility to collect, transport and deposit all production trash, garbage, and waste from the kitchen and servery areas to designated collection areas and to keep them clean and odor free at all times. Garbage shall be bagged and removed from the kitchen area in a timely manner to Harper College designated areas. All recyclable materials designated by the College will be separated and removed from the kitchen to the designated recycling area. All cooking grease, oil, or fats shall not be disposed or dumped into the sewer system or refuse disposal and shall be removed from the kitchen to the designated collection area. Trash and garbage disposal equipment (cans and dumpsters) will be placed at food service locations by the College at no expense to the Contractor.
- u) The Contractor will maintain an effective program of janitorial services that will meet or exceed all local and state health standards. The program will include the routine cleaning of tables, chairs and microwave ovens in the dining room; removal of all production waste to designated areas; spot dry mopping/sweeping of the floor in the dining and service areas; cleaning of all the service equipment in the serving areas, floors in the walk-in refrigerators/freezers, and all secured storage areas; the washing and cleaning of all cutlery, dishes, glassware, and cooking utensils, and the cleaning of all equipment in the kitchen.
- v) The Contractor is responsible for cleanliness of the dining and seating areas during food service hours and shall leave all areas clean at the end of each operating day. The Contractor shall supply sufficient staff to clean tables, arrange chairs, clean microwaves, and sweep floors, etc. in the food service areas during all meal periods to provide a clean, neat and inviting atmosphere.
- w) The Contractor will be responsible for the sanitizing and daily cleaning of all walls, floors, windows, fixtures and ceilings, to include equipment, hoods and walk-in refrigeration, in the kitchen, storage, receiving and service areas.



The food service contractor shall provide all cleaning supplies, dishwasher compound, and detergents as may be required to fulfill food service contractor's cleaning and sanitation responsibilities under this proposal, and these items shall meet industry standards and codes.

x) Summary of Cleaning Responsibilities

The parties' respective cleaning responsibilities for performing the following items are indicated below:

	<u>Contractor</u>	<u>College</u>
<b>Kitchens</b>		
Sanitizing (daily)	X	
Floors	X	
Walls	X	
Equipment	X	
Hoods	X	
Refrigerators and Freezers	X	
Ceiling	X	
Vents and related duct work	X	
Grease traps	X	
Light replacement		X
<b>Cafeterias</b>		
Ceiling	X	
Sanitizing (daily)	X	
Serving line/equipment	X	
Serving line walls	X	
Serving line floor/tile		
Daily cleaning	X	
Strip/wax twice annually	X	
<b>Dining Area</b>		
Furniture (Tables, chairs, etc.)	X	
Microwave Ovens	X	
Floors		
Continuous Pick-up/spot mop	X	
Nightly cleaning		X
Vacuum/Clean		X
Windows/walls		X
Ceiling		X
Draperies/blinds		X
<b>Storage Areas</b>		
Floors	X	
Walls	X	
Ceiling	X	
Shelving	X	
<b>Receiving Area</b>		
Daily cleaning	X	
Pick-up/spot mop	X	

y) Summary of Operational Responsibilities

The parties' respective operational responsibilities for providing and paying vendors directly for the following items are indicated below:

	<u>Contractor</u>	<u>College</u>
Food and beverages	X	
Office supplies/stationery	X	
In-Service training; Materials & supplies	X	
Menu paper, catering forms, and printing	X	
Laundry	X	
Kitchen paper/plastic	X	
Cleaning/dishwashing supplies and chemicals	X	
Copying service & equipment	X	
Marketing/merchandising materials for operation	X	
Business licenses and permits (limited annually)	X	
Computer hardware	X	
Computer software, software licenses, and supplies	X	
Computer related charges	X	
Networking Infrastructure	X	
Short life equipment (initial)		X
Pots/pans/knives/utensils/trays/silverware		
China/silverware/glassware (initial)		X
Short life equipment (replacement)	X	
China/silverware/glassware (replacement)	X	
Non-electrical equipment replacement	X (Smallwares)	
Equipment repairs and replacement	X (equipment owned by Contractor)	
Equipment repairs and replacement (equipment owned by College)		X
Minor equipment replacement – College owned under \$1,000 in value)		X (electrical equipment
Major equipment replacement – College owned electrical equipment over \$1,000 in value)		X (electrical and non-
Utilities (electric, gas, water, heat, A/C)		X
Telephone service - Long Distance	X	
Telephone Service - Local	X	
Pest Control (once each month)		X
Pest Control (Additional)	X	
Garbage/trash Hauling Services		X
Garbage/trash – daily local removal		
Kitchen & Serving Area	X	
Dining Area		X
Grease Hauling Services		X
Grease – local removal	X	
Recycling collection	X	
Service contracts (cash registers)	X	
Employee physicals	X	
Postage	X	
Uniforms	X	

- z) The Contractor shall develop, implement and keep updated a detailed cleaning schedule. The schedule shall be implemented within thirty (30) days after the Effective Date of the Agreement. The College shall have sole authority to determine whether Contractor is satisfactorily complying with appropriate sanitation and cleaning standards.
- aa) The Contractor is responsible for notifying Harper College of deficiencies, which, under the terms of the agreement, Harper College is responsible for correcting. The Contractor shall correct all deficiencies that fall within its area of responsibility, as defined by the Agreement. All corrections shall be made within the time specified in the report. When all corrections have been made, the Contractor will send a copy of the written inspection report to the liaison or the Manager Auxiliary Services, notifying said person of the corrections made.
- bb) The College plans to relocate Dining Services to a One Stop Canning Center which is still in the planning and design process. The Contractor shall include in the proposal a plan to design and build-out the new facility. The design and build-out shall have the prior written approval of the College and must be in compliance with all applicable College, State and Federal requirements.
- cc) The Contractor will assume all costs of relocating Dining Services since the term of this agreement will start with operations in the existing space.

#### **4.5 UTILITIES AND SERVICES**

- a) The College shall be responsible for and assume the cost of all utilities reasonably required for the operation of Dining Services, including electricity, water, heat, and air conditioning. The college will install metering devices and will monitor the contractor for abnormal and excessive usage.
- b) The College shall not guarantee an uninterrupted supply of utilities, but it agrees to use its best efforts to restore service following any such interruption. The College shall not be liable for any loss, cost, damage, or expense which may result from interruptions, quality, quantity or failure of any such utility service.
- c) The Contractor may specify reasonable additional utility requirements which the College shall provide at an additional cost to the Contractor. The College shall not be required to provide or pay for the installation of additional electric lines, plumbing, drains, fans, duct work, etc., the provision of which shall be the sole responsibility of the Contractor. No installations may be made without prior written consent of the College.
- d) The College may provide additional services to the Contractor, upon its request, for services not specifically provided in this Agreement, including, but not limited to, mailings, duplicating, printing, word processing, etc. The Contractor shall pay the College within thirty (30) days of invoicing for any of these services provided by the College.
- e) The Contractor will provide standard telephone service and other communication devices necessary to support the operations.
- f) The College shall provide normal maintenance on the telephone equipment located in the food service areas. The Contractor may request modifications to the system through the College Liaison. Such requests shall be approved at the discretion of the College. All service or modification to the telephone system shall be authorized by the College prior to any work and provided through College approved services.

**4.6 PERSONNEL AND MANAGEMENT**

- a) Contractor shall provide a staffing plan and organizational chart of all regular full-time and part-time positions, with position descriptions, that shall be maintained during the term of the Agreement. The Contractor may adjust staffing levels during the term of the agreement and with consultation of the College.
- b) The Contractor shall pay all employees at wage rates competitive with the local market to facilitate hiring and maintaining qualified employees.
- c) Permanent employees of the Contractor working in Dining Services and management personnel shall park in the college employee lot as designated by the College. Parking tags will be issued by the College upon request of the Contractor. Contractor shall be responsible for returning all parking tags upon employment separation of each employee.
- d) Contractor shall make provisions for the completion of criminal background investigation checks prior to employment of all employees that have access to the College's Dining Services facilities. Upon receipt of the background check results, the College's Liaison will be consulted for interpretation and determination of relevance to the position, to the extent allowable by law. If it is determined that the results of the check are unacceptable for the given position, the applicant will be rejected.
- e) The Contractor shall provide headquarters management staff, made known to the College by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the College on current and future service programs, and to act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of the Agreement.
- f) The Contractor will comply with all federal, state, and local rules and regulations regarding the employment of personnel.
- g) The College views the Contractor's "Management Team" (director of food service/general manager, assistant manager, kitchen manager/executive chef and catering manager) as an integral part of the College's staff. The College expects these individuals and all other managers to be experienced and knowledgeable in the conduct of food service operations. Contractor will permit and encourage its managers to attend meetings as the College may deem appropriate so that they can more completely understand the philosophy, purposes, and programs of the College and its related departments. The College feels strongly that the qualifications, abilities, and previous experience of potential candidates for management positions are critical to the College's evaluation of the Contractor's ability to successfully perform all terms and provisions of this Proposal and subsequent Agreement. Therefore, Contractor's on-site Management Team shall be selected with prior approval of the College. Additionally, the College reserves the right, in its sole discretion, to require the replacement of any member of the Management Team.
- h) The Contractor's representatives shall meet regularly with the College Liaison to effect adjustments in operations and shall cooperate at all times to maintain superior service and good customer relations with students and employees. The manager of the food service operation shall be required to coordinate all food service operations and periodically meet with designated representatives of the College and Contractor. The Contractor is required to solicit customer feedback on the food service operation and must show that they have reacted to concerns expressed by customers and are making a good faith effort to repair deficiencies in service.
- i) The Catering Manager shall be required to meet with customers to provide guidance and professional advice on the operational aspects of all catering events.

- j) The Contractor will provide any and all necessary professional, competent, trained managers and chef-manager personnel (the "Management Personnel") to operate the College's Facility and the Program. All prospective manager candidates will be subject to the final approval of the College. Managers shall be trained at the Contractor's training centers prior to active management and shall participate in ongoing development and training at the Contractor's expense. Managers are expected to be proficient in all aspects of foodservice. These areas include, but are not limited to, operational, financial, and catering matters. There will be no direct or indirect costs to the College associated with the Contractor's on-the-job training of management-trainee(s). The on-site general manager in place at the inception of this Agreement shall work in that capacity for a minimum of three (3) years, unless circumstances beyond the Contractor's control prevent compliance.
- k) The Contractor shall pay the Management Personnel's salaries and incentive pay. The parties hereto acknowledge and agree that routine day-to-day operations of the Facility and the Program are the responsibility of the Management Personnel, but Contractor may, as it deems necessary, furnish supervision to the Management Personnel at Contractor's expense.
- l) Contractor will notify the College through its designated representative regarding the appointment, service, transfer and dismissal of all Contractor management personnel serving on campus.
- m) The Contractor shall maintain an adequate staff of employees on duty at the locations agreed to hereunder and shall be responsible for the professional management and operation of food service, including, but not limited to, general management and supervision of the food service areas, recruiting, interviewing, hiring, training and direction of food service employees, purchasing and receiving, inventorying, preparing and serving of food and beverages, the purchasing of non-food operating supplies such as paper goods and cleaning supplies, the washing, sanitizing and proper care of food service smallwares and equipment, and the cleanliness and sanitation of the food service and dining areas.
- n) The Contractor will have exclusive responsibility for supervision and control of the management of the Program. Moreover, Contractor will provide adequate services, which are deemed by the College to be in the best interest of the students, faculty, and staff of the College. The Contractor shall provide such off-site administrative, accounting and staff services, management and supervisory support, dietetic, purchasing and personnel advice, and periodic visits by Contractor's district administrator, as may be required for the successful operation of the manual food service program.
- o) Contractor will employ an adequate and experienced staff of managerial and hourly personnel and will maintain this staff in sufficient quantities to meet the purchasing demands of the students and College staff members on a daily basis, with emphasis on the positive practice of customer service. All staff working in the dining and catering operations shall maintain proper standards of customer service, courtesy, and professionalism in dealing with the College community. This includes proper attire and handling of customer requests and complaints.
- p) The Contractor shall provide service staff that can effectively communicate with the customers when such communication is integral to the service provided.
- q) Contractor shall provide the College with a list of all authorized positions maintained by Contractor, to be updated on an annual basis. All hourly personnel of the Program who work at the facility (the "Hourly Personnel") will be carried as part of Contractor's payroll expense.

- r) On-the-job training of the Contractor's non-management employees can occur in College facilities as long as the Contractor intends to have the trainee(s) remain within a College dining facility for a period of no less than one year. Managerial and non-managerial personnel will not be trained at College sites for work at non-College sites unless approved in writing by the Manager Auxiliary Services.
- s) The Contractor will submit a staffing and hours chart for in-house dining and catering foodservice employees within 30 days of contract award. Any reduction in staffing from initial staffing levels will be documented and approved by the Manager Auxiliary Services prior to implementation. Documentation will include reasons and supporting data for the reduction in staffing.
- t) The Contractor must provide sufficient methods and sources of temporary labor to provide coverage for staff shortages due to vacations, illness, inclement weather, or other leaves in an effort to prevent service interruptions.
- u) The Contractor, at its own expense, will be required to furnish all employees in food service uniforms acceptable to the College. Catering uniforms shall be different from regular work uniforms. The Contractor will be responsible for ensuring that the uniforms are clean and neat in appearance at all times. Uniforms will be standard to each operating facility. The Contractor must also provide a nametag for all of its front line employees and require its display at all times.
- v) All employees of the Contractor must demonstrate acceptable personal hygiene for foodservice work. The Manager Auxiliary Services and Contractor's dining manager will establish policies regarding the use of plastic gloves, hairnets, fingernail polish, perfume, wearing of jewelry, and other personal hygienic issues. Employees will dress in the agreed-upon uniform and will wear the Contractor's identification badge at all times. These badges will be supplied at the Contractor's expense.
- w) All employees of Contractor, including students, will be employed in Contractor's name.
- x) The College may require the Contractor to immediately remove any of the Contractor's employees from the College's premises for any reason sufficient to the Manager Auxiliary Services, but any and all such removals will be made in the name of the Contractor and the responsibility, therefore, will be assumed by the Contractor.
- y) The Contractor shall establish and implement quality assurance programs that respond to serving the needs of the College. Contractor shall utilize customer comment cards for all services and conduct periodic customer satisfaction surveys to provide a measure of operational success with the community being served and identify measures for continuous improvement. Such surveys shall be conducted no less than once per year.
- z) The Contractor shall provide regular, effective and on-going staff training programs for all staff employed by the Contractor that will ensure that all employees perform their jobs with the highest standards of proficiency. Training shall be focused on the positive aspect of customer service, courtesy, sanitation, health, safety, proper food preparation, serving techniques, cashiering, prompt response to communication and inquiries and provide sufficient knowledge to completely answer basic customer questions. Staff shall be trained to refer questions that they are unable to accurately answer to a member of the management staff.
- aa) Contractor shall work with any or all College offices regarding student employment, Co-op placement or any student employment related function.

#### 4.7 ACCOUNTING AND FINANCIAL CONTROL

- a) The College is on a semester academic cycle, with the fiscal year beginning July 1. The Contractor will supply financial data in accordance with the College's fiscal year/periods cycle. Period income and expense statements will be presented in accordance with or close to the method recommended in The Uniform System of Accounts for Restaurants by the National Restaurant Association. Where applicable, there will be both a summary income and expenses statement for each dining facility.
- b) Contractor shall furnish the College with a complete outlined description of its own system for accountability and record keeping by which its auditors verify the accuracy and thoroughness of controls related to product issue, coin, cash, and catering bill collections. This report is for the purpose of instructing the College's auditors as to the most effective methodology to use in ascertaining the propriety and accuracy of commissions due and paid to the College. All of Contractor's records related to product dispersal and sales collections covered by this agreement shall be made available upon demand of the College for the purpose of audit.
- c) The Contractor will forward to the Manager Auxiliary Services copies of each location's Sales and Expenses Forecast presented in twelve (12) month periods, no later than June 1<sup>st</sup> of each fiscal year. Included in the sales forecast will be projections for sales per service (dining and catering) category, participation counts, total sales, cost of goods, labor, and all other controllable overhead expenses for the upcoming year.
- d) All financial reports will be prepared in a consistent, detailed fashion, which reconcile in total to any periodic commission check, and distributed regularly to the Manager Auxiliary Services on a monthly basis.

These reports will show Gross Sales broken out by each retail location and function: Cockrell Dining Hall, Avante Café, Catering (internal allocations), Catering (outside billing- WCC, other), Childcare meals and other applicable locations both budgeted and actual gross sales, sales tax, net sales, employee discounts, food cost by category, gross profit, and all major expense categories (labor, direct expenses, depreciation, amortization), gross profit, management fee, and net profit; for current month, previous month, and year-to-date. All expense categories shall be listed as a percentage of sales.

These reports will also include, at a minimum, number of operating days for the month, customer counts by meal period (breakfast, lunch, and dinner), customer check average (sales divided by customer count), average sales per day, average daily customer headcount, and a sales mix (sales breakdown of breakfast items, snacks, entrees, sandwiches, grill items, beverages, and desserts). All reports will be sent to the Manager Auxiliary Services no later than the 20th day of the following month. A consolidated report showing the above information for all facilities will also be included.

- e) The Contractor will prepare a monthly compilation of the dining and catering operations on a per shift basis. These summaries will include sales totals taken at various times during the operating day, customer counts, sales per menu group, food cost by category, daily labor usage, Contractor's employee meals, and other pertinent operating data, and will be sent to the Manager Auxiliary Services no later than the 20th day of the following month. The Contractor must be prepared to explain variances between actual figures and forecasted projections.
- f) The Contractor will prepare a monthly compilation of the catering activities on a per event basis. These summaries will include sales totals for each event, event/group name, customer counts, type of menu (*breakfast, lunch, dinner, break, etc.*), food cost by event, labor usage by event, date of event, and other pertinent operating data, and will be sent to the Manager Auxiliary Services no later than the 20th day of the following month.

- g) Contractor shall furnish an annual periodic report summary in the same format as the monthly reports.
- h) All purchasing that entails the use of purchase or other trade discounts/rebates will appear on the local unit income statement as a credit and a separate line item in "cost of sales". Included will be the discount types (i.e., trade, early payments, quantity purchases, coupon savings).
- i) The College reserves the right to audit any aspect of the foodservice cycle (to include all purchasing, financial, and personnel matters) as performed by the Contractor, according to generally accepted accounting principles and auditing standards.
- j) The Contractor shall maintain an audit trail to back-up all financial and operational reports and make its books and records available for inspection and audit by the representatives of the College upon reasonable notice and during reasonable business hours. The books and records shall be available for a period of five (5) years from the close of the federal tax fiscal year to which they apply.
- k) The Contractor will pay all costs for proprietary corporate level services, programs, computer hardware/software (to include upgrades and ongoing assistance), and like materials in support of providing and maintaining financial and operational reports and records.
- l) The Contractor will provide the working capital for cash banks, beginning inventories, and any capital improvements proposed.
- m) Any material and documents developed specifically for the College will become the sole property of the College and use by the Contractor outside of the College must be approved in writing by the Manager Auxiliary Services.

#### **4.8 FINANCIAL ARRANGEMENTS AND CAPITAL INVESTMENT**

- a) Contractor shall detail the financial arrangements of this proposal.
- b) Contractor may agree to make available an investment in facility renovations, signage, displays and capital equipment purchases (the "Renovations"). Contractor must submit all requests for proposed renovations, signage, and equipment purchases to the Manager Auxiliary Services thirty (30) days prior to the proposed date of construction, installation, or purchase. All requests must receive written consent from the Manager Auxiliary Services prior to the initiation of any proposed renovation, installation, or purchase and shall have prior approval of the local Health Department. All Renovations shall be depreciated over a period not to exceed a total of five (5) years by straight line method and shall be fully depreciated by the expiration of this Agreement. Should the College terminate this contract for reasons other than Contractor's breach of contract, the College will pay Contractor the undepreciated value of the Renovations and Equipment and title to all Renovations and Equipment shall pass to the College. If Contractor terminates the contract for any reason, title to all Renovations and Equipment shall immediately pass to the College without any reimbursement for the undepreciated value. All Renovations and Equipment shall become the property of the College at the end of the depreciation period. Contractor shall provide the College with a list of investments within thirty (30) days of installation of any investment.
- c) The College will pay Contractor for catering services in accordance with the billing and invoices submitted by Contractor to the College. Billing procedures will be established in accordance with normal College payment policies (net 30 days). The manager's billing will be prepared from Contractor's records of the Program and furnished to the College on a monthly basis. All billing shall be supported with appropriate detail showing evidence of each item contained in the billing.



- d) The College agrees to allow access to the Facilities by licensors, franchisers, or the like (“Licensor”) of Contractor where Contractor is utilizing the Licensor’s branded concepts with the College’s approval. The College agrees that during the term of this Agreement, such trademarked items may not be used at the Facilities upon termination of the use by Contractor. Contractor shall be responsible for all license fees or other fees associated with licensing concepts and arrangements. Contractor shall hold the College harmless from any operations associated with any licensing agreement in accordance with Article 3.6, Indemnification.

The Contractor shall provide the College with a plan for handling, disposing of or transitioning the existing food and beverage inventory.

#### 4.9 SECURITY

- a) The Contractor will use generally accepted methods to safeguard cash banks and receipts throughout the accounting cycle. A safe will be provided by the College. Contractor shall be responsible for arranging and paying for services required to change safe combination.
- b) The Contractor shall be responsible for the securing of all monies and shall be required to use an armored courier for deposit of funds received from operations.
- c) The Contractor will quantify losses of cash and products due to theft and make recommendations for the immediate solution of the problem. Losses due to Contractor employees’ actions and/or negligence shall not be deducted in any calculation of commission to the College.
- d) The risk of loss, theft, or damage to foodstuffs either in inventory or for retail sale shall be borne by the Contractor. Contractor shall be responsible for implementing such measures that it deems prudent and necessary to address such risk.
- e) Contractor shall be responsible for arranging and paying for services desired beyond the existing system capabilities that may be provided by the College.
- f) Contractor shall be responsible for maintaining the confidentiality of all customer and Harper employee personal information including credit card numbers and other personally identifiable information. The Contractor shall maintain appropriate PCI compliance status and adhere to all PCI standards and requirements as well as all appropriate data security laws, regulations and guidelines. Failure to do so will constitute a breach of contract.
- g) The Contractor and its employees will be responsible for receiving and accounting for food and supplies, and for locking all doors, windows, and access points in its assigned area.
- h) The key control system for Dining Services shall be separate from the general College key control system and coordinated by the Harper College Police Department. The Contractor shall exercise control over the distribution of keys, except that keys shall be provided to designated officials of the College for use in monitoring or inspecting alarms, providing for building and property security, and emergency responses only. It shall be understood that any such entry on the Dining and Catering Services premises without prior knowledge of the Contractor’s representative shall be in emergency situations and the College will use their best efforts to report such occurrences to the Contractor.
- i) The Contractor shall provide the College with a list of emergency contact personnel, including addresses and telephone numbers. The Harper College Police Department shall call the Contractor to gain access to the dining premises, except when an emergency situation clearly precludes this procedure.

- j) The Contractor's employees will abide with any special requirements for entering College buildings and restricted work areas, including those with high security concerns.
- k) All articles found by the Contractor or its employees or patrons and delivered to the Contractor will be turned in to a designated representative of the College as lost and found items.
- l) The Contractor shall collaborate with the Manager Auxiliary Services concerning questions of discipline, enforcing regulations, and internal security and theft control in the dining premises. The Contractor shall refer observed or suspected acts of property damage, theft of merchandise or money, or fraudulent acts with respect to the dining operation, to the Harper College Police Department.
- m) Contractor shall consult with the Harper College Police Department prior to any arrests or prosecution. Contractor shall collaborate with the Dean of Student Affairs or designee to determine the best way to adjudicate matters regarding students which may include utilizing the Colleges internal student disciplinary system when acceptable to both parties. Contractor shall seek the prosecution of individuals for acts of property damage, theft of merchandise or money, or fraudulent acts as the College should reasonably request and, if the College should so request, Contractor shall cooperate with the College in requesting the prosecution of such individuals.
- n) The Contractor shall comply with and conform to all applicable fire and public safety rules, laws, regulations, code requirements, and ordinances of Palatine Township, the State of Illinois, and the College.
- o) The Contractor shall not employ its own security staff without prior approval of the College.
- p) The Contractor shall summon the Harper College Police Department for all public emergency situations.

#### **4.10 SANITATION AND SAFETY**

- a) The Contractor will obey all federal, state, and local laws and ordinances regarding food handling, safety, and sanitation.
- b) The Contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the food service operations, including the appearance and performance of the food handlers in the preparation, service, transport, and storage of food and related items.
- c) The Contractor is responsible for all issues related to food borne illnesses arising from the food products it serves and will immediately communicate any such problem to the College. Contractor will respond effectively to any customer concerns related to food borne illnesses (real or perceived) and be proactive in managing such issues so as not to create further problems for the Contractor or College.
- d) The Contractor will provide medical examinations and/or food handler certificates required by law, and appropriate records for each employee will be kept on file with the Contractor's unit manager.
- e) The Contractor will not allow persons with obvious illness, open sores or other symptoms to work. Any contagious disease such as hepatitis must be reported immediately to the Manager Auxiliary Services or to an executive of the respective division. This should be done before reporting to any persons outside the College. The College may request testing for contagious diseases.

- f) The Contractor will report fires, hazardous conditions, Contractor employee accident(s), items in need of repair or replacement and security hazards to the Manager Auxiliary Services immediately.
- g) The Contractor will immediately notify the Manager Auxiliary Services of any sanitarian/Health Department review/ inspection. The Manager Auxiliary Services, at his/her option may participate during the inspection. The Contractor will submit copies of the complete score/grade report (Food Service Inspection Report) to the Manager Auxiliary Services immediately following all reviews/inspection. The Contractor will be expected to correct the problems and respond in writing that all problems have been solved, or issue an appeal, within five (5) business days.
- h) A detailed action plan will be required for any review/inspections that score greater than ten (10) demerits according to the sanitation inspection sheets. The Contractor shall submit the plan to the College liaison indicating reasonable timelines for completion of each item. Contractor shall be responsible for submitting maintenance work orders for any items that are the responsibility of the College.
- i) In the event the Health Department finds a health code violation resulting from Contractor's food services operations, Contractor will be solely responsible for any monetary fines leveled against it or the College.

#### 4.11 INSPECTION AND COMPLAINTS

- a) The facilities operated under the contract may be visited by representatives of the College, at any time, for the purpose of inspecting for sanitation, food handling, food portion standards, safety, quality of food and service, prices of selections, hours of service, conditions of the food service facilities or any other valid reason. After each inspection, the Contractor will be advised in writing of unsatisfactory conditions for which the Contractor is responsible. The Contractor will promptly correct such deficiencies and communicate in writing the solution to each problem, when it was corrected, and what has been done to prevent recurrence of the problem, within ten (10) business days. Repeated unsatisfactory inspections will be cause for contract termination.
- b) Complaints, comments, and suggestions from individuals other than employees of the Contractor with regard to food, service, or any other reason, will be reduced to writing by the College and a copy will be delivered to the Contractor's designated representatives. The Contractor will review these items and their circumstances and will respond in writing to the Manager Auxiliary Services as to the solution/corrective action and implementation date within ten (10) business days. It is understood that some complaints will not be valid or that special circumstances may have caused the problem. This information should be communicated to the College.
- c) Discrepancies/disputes between the College and Contractor are to be settled in a timely fashion. If ten (10) business days have elapsed since written documentation has been sent to and received at the Contractor's regional office by the Manager Auxiliary Services, and no acceptable Contractor response has occurred or been received, this will be cause for contract termination.
- d) Substandard performance by the Contractor shall be documented by the College and submitted to the Contractor for immediate review and corrective action. Substandard performance shall include, but not be limited to, failure to comply with any term or condition of the Agreement. Upon the request of the College, a review meeting will be called between the parties when instances of substandard performance occurred and a plan for corrective action shall be developed and implemented. The College Liaison retains the absolute right to assess whether and when performance is subsequently acceptable. Contractor's failure to correct or modify substandard performance in a timely manner, as determined by the College Liaison, shall be deemed a breach of the Agreement and may be cause for immediate termination by the College.

#### 4.12 RECYCLING AND ENERGY CONSERVATION

Harper College is a member of the American College & University Climate Commitment (ACUPCC) program which requires that the College develops and promotes programs to increase recycling efforts and reduce waste generation. The awarded Contractor shall support the Colleges commitment as follows:

- a) The Contractor shall abide by all of the rules and policies regarding recycling as determined by the College.
- b) The Contractor is encouraged to develop and participate in any recycling programs of its own so long as they do not conflict with existing or future College programs. Any revenues that may result from recycling programs are to be credited to the College.
- c) When dining space is not in use or when business volume dictates, the Contractor will assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment, and other energy- consuming items. The Contractor will be responsible for turning off all nonessential equipment when not in use.

#### 4.13 USE OF COLLEGE NAME AND ADVERTISING

- a) The Contractor may utilize Harper College name as a client for purposes such as advertising, promotion or press releases. The College shall approve any and all uses of its name prior to release through the Manager of Auxiliary Services.
- b) The Contractor may advertise in the College's student newspaper or other media source at the Contractor's sole expense. The Contractor shall withdraw any advertising from any location or media at the request of the College.
- c) Any domain name utilized for the operation of the College dining and catering services and containing the College name or identification in the URL shall be registered in the name of, and remain under the ownership of, Harper College.

#### 4.14 COLLEGE SUPERVISION AND LIAISON

- a) Liaison between the College and Contractor shall be the responsibility of the Manager of Auxiliary Services or designee.
- b) The Contractor, specifically including the Dining Services General Manager, shall work cooperatively with the College Liaison in the development and improvement of services, operations, programs, and policies. Contractor shall make every reasonable effort to comply with requests from the College Liaison for the improvement of College dining services, operations, programs, and policies.
- c) Authorized representatives of the College shall have full right of access to all Dining Services areas during normal operating hours of service, at other times for scheduled maintenance and repairs of a non-critical nature, and at any time during emergencies. The College shall use its best efforts to notify the Contractor when emergency access is necessary.
- d) The College reserves the right to monitor all aspects of said overall College Dining Services operations and request information deemed pertinent to the performance of the Agreement. Such requests shall not be unreasonably denied.

- e) Contractor shall withdraw from display or sale any item which the College should reasonably request not be displayed or sold.

## 5.0 RESPONSIBILITIES OF THE COLLEGE

- a) The College will provide spaces for foodservice operations, as specified in the general description of the Facilities and also described unit by unit included in the section titled *Description of Services* that are part of this Agreement, to be used and operated by the Contractor for providing a comprehensive food service program.
- b) The College will provide, within reasonable terms and subject to its security requirements, adequate ingress and egress for the employees of the Contractor and its suppliers and will permit such employees to have reasonable use of existing elevators, corridors, passageways, driveways, restroom/ locker areas, refuse collection areas, and loading platforms.
- c) The College will maintain the Facilities in accordance with statutes, regulations, ordinances, directives and other rules of governmental bodies or agencies. The College shall provide the existing office equipment, including desks, chairs, safe, and filing cabinets (the "Property"). All items furnished by the College for use in the Facilities shall remain the sole property of the College, and the College shall, at its sole cost and expense, maintain and make all necessary repairs or replacements to such Property (excluding the initial inventory of smallwares and equipment as defined in Section 5.0.k, and the Facilities, except as indicated in Section 4.4.a.) The College shall at all times have ready access to the Facilities to inspect and ensure that the Facilities are being used in compliance with this Agreement.
- d) The College shall be responsible for and assume the cost of all utilities reasonably required for the operation of the foodservice, including electricity, water, natural gas, heat, and air conditioning, except telephone. The College shall not guarantee an uninterrupted supply of utilities, but it agrees to use its best efforts to restore service following any such interruption. The College shall not be liable for any loss, cost, damage, or expense, which may result from interruptions or failure of any such utility service.
- e) The College will make improvements and alterations that it deems necessary or desirable to prepare the areas allocated for foodservice operations.
- f) The College will repair, paint, redecorate, and maintain as it deems necessary the building structure in areas allocated to the Contractor's use, including the maintenance of water, steam, sewer and electric lines, electrical light fixtures, heating systems, floors and floor covers, the walls and ceilings, any windows and doors, hoods and fire extinguishers provided, however, that the Contractor will bear the expense of repairs necessary when damage is caused by its employees' omissions, negligence or willful misconduct.
- g) Periodic custodial maintenance of the Facilities shall be in accordance with the College's maintenance standards as dictated by the College's designated representative in conjunction with the Facilities Management Division and shall be at the expense of the Contractor. Additional custodial services may be contracted with the College, through the College's Liaison, at the expense of Contractor.

The College will be responsible for the cleaning of the following:

- nightly cleaning of floors in all public dining areas
- periodic cleaning of walls, windows, blinds and ceilings in all public dining areas
- lamp fixture replacement (relamping) in all areas as needed

- h) The College will provide, install, and permit the Contractor to use all existing long-life equipment in the kitchen, servery and seating areas. Such items include freezers, refrigerators, ovens, ice makers, dishwasher, stoves, tables, chairs, etc. The College will maintain such equipment, if adequately notified, so as to have no adverse effect on the dining services operation as reasonably possible. Contractor shall repair or replace any College owned equipment made inoperable by Contractor's neglect or abuse. This equipment shall remain the property of the College.
- i) The College will repair or replace the furniture, fixtures, kitchen equipment, and facilities it has provided as it deems necessary, considering the average life of such equipment as well as any extraordinary circumstances, except Contractor shall make such repairs or replacements which result from the negligent and intentional acts or omissions of Contractor's employees, agents or sub-contractors. This maintenance extends to the tables and chairs in all dining rooms.
- j) The College will provide the existing inventory of smallwares and expendable equipment (chinaware, glassware, silverware, trays, pots, pans and kitchen utensils), hereinafter referred to as "smallwares", to be considered as the initial smallwares and equipment inventory. The College in no way represents that such inventory is sufficient for Contractor to begin operation of the food service program. This inventory shall remain the property of the College and will be replenished by Contractor as necessary, but no less than annually, during the term and upon termination of this Agreement.
- k) The College will provide hauling services for garbage and waste properly deposited in designated areas. The College shall be responsible for removal of trash from the common dining areas.
- l) The College shall provide access to an area for shipping and receiving food service related merchandise.
- m) The College shall provide extermination service in the kitchen, serving, dining, storage and dishwashing areas, on a once per month basis. Additional services, as required, shall be at the Contractor's cost.
- n) The College will provide Contractor with access to listings of special events and meetings for planning purposes as available through the College's scheduling system.
- o) The administration and management of each dining unit for the College is the direct responsibility of the Manager Auxiliary Services or authorized representative. No adjustments in the level of service, hours of operation, menu or prices, or any other matters concerning the delivery of foodservice may be made without the express written consent of the Manager Auxiliary Services.
- p) The College will not reimburse nor be liable in any way for dishonored checks that the Contractor may accept for customer purchases.
- q) The College agrees to prohibit the sale of food, foodstuffs and related items by any individual or business organization other than Contractor, anywhere on property controlled by the College, except in the bookstore, vending machines, Hospitality Management Program Dining Room, Convenience Store or those situations that are individually reviewed and approved by the Manager Auxiliary Services. Individuals or College departments may order from off-campus retail food establishments if the value of the order is less than \$250. (Proposal from Executive Cabinet for a change to this amount.)

**6.0 MISCELLANEOUS**

- a) All notices and communications permitted or required by this Agreement shall be in writing and shall be certified or registered mail, return receipt requested, postage prepaid or hand delivered to the other party, at the address set forth above (or at such other address as either party shall designate in writing to the other party during the term of this Agreement). Notices shall be deemed received upon actual receipt by the addressee.
- b) In case one or more of the provisions contained in this Agreement, or parts hereof, should for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the same shall not affect any other provision in this Agreement, or part hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or part hereof, had never been contained herein.
- c) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, notwithstanding any additional, conflicting or different terms that may be contained in any quotation, acknowledgment, confirmation, purchase order, invoice, billing, or other form of either party. Further, neither party has relied on any representation, promise, agreement, condition or understanding which is not expressly set forth herein. The terms of this Agreement may not be amended or modified except by a further written statement signed by the parties hereto specifically referencing this Agreement and by direct reference therein made a part of this Agreement.
- d) This Agreement and the rights and obligations of the parties hereto will inure to the benefit of, will be binding upon, and will be enforceable by the College and the Contractor, and its lawful successors, representatives and assigns and shall be assignable by either the College or the Contractor, only upon the prior written approval of the other party.
- e) If the College must take any legal action against the Contractor for the enforcement of this Agreement, the College shall be entitled to its reasonable attorneys' fees and court costs incurred in pursuing such action against the Contractor.
- f) No failure or delay on the part of either party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. All remedies are cumulative hereunder. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.
- g) The parties hereto acknowledge and agree that this Agreement shall be deemed as having been executed at the College. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action related to this Agreement shall be in Cook County, Illinois. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement.
- h) All headings and captions appearing herein are inserted for purposes of convenience and reference only and shall not be used to construe or interpret any provision hereof.

**7.0 LEASEHOLD IMPROVEMENTS**

- a) Harper College will entertain as part of the Contractor's response to this request, proposals for any renovation and/or program changes the Contractor may wish to implement upon award of contract. The cost of such renovations will be the responsibility of the Contractor. Any renovations will require the prior written approval of Harper College. Any such renovations will be subject to the Illinois Prevailing Wage Act

These funds will be separate from any other financial arrangements outlined in this agreement and shall in no way be used to reduce or offset gross sales or profits from business at any of the dining services operations and are not refundable.

- b) In the event that this Agreement is terminated by the College for any reason other than cause, the unamortized portion of these leasehold improvements shall be repaid to the Contractor provided that the Contractor has maintained adequate records thereof and can satisfy the College that such investments have in fact been made. Such payment will be made no later than 60 days from the Agreement termination date. In the event that this Agreement is terminated for any reason by the Contractor, or terminated by the College for cause, the investments will be considered fully amortized and shall become the property of the College at no additional cost to the College.
- c) The Contractor shall be permitted to amortize and depreciate the actual cost of any capital improvements and equipment purchases over the term of this agreement. It is preferred that the Contractor split timing of the investment so that some improvements can be implemented both at the beginning and middle of the agreement term. Upon completion, Contractor shall furnish the College with a statement of proof of payments, including invoices, for all expenditures. Contractor shall be the owner of all renovations and equipment until completion of the initial Agreement term, at which time the renovations and equipment shall become the sole property of the Harper College. On June 30 of each year, the Contractor shall furnish the College with a statement of the unamortized and undepreciated balance of its investment(s).

## **8.0 PROPOSAL FORMAT**

In order to be considered responsive to the RFP, Contractor's proposal will be structured in accordance with the following outline and will include two (2) copies and one (1) additional copy on a CD or flash drive of all materials in its proposal. If any Contractor feels that a specific section of the format is not applicable to the service option being proposed, indicate such information by submitting "not applicable" as a response.

## **8.1 EXECUTIVE SUMMARY**

- a) Provide a concise summary of the company's proposal which includes the scope of services proposed, major service options proposed, financial considerations, and the most important elements included in the Contractor's proposal.

## **8.2 COMPANY BACKGROUND**

- a) Name and address of company, both national and regional locations.
- b) A list of the names of all owners of the company or officers of the corporation and a statement of disclosure and relationship.
- c) Company's mission and vision statements.
- d) Overall experience and expertise in the foodservice industry, catering, and customer service and support.
- e) Experience and expertise in higher education foodservice industry, experience in working with clients comparable to the College's demographics.
- f) A list of regional management personnel to be serving this facility with a profile of each including name, years of experience and major job responsibilities.



- g) Provide a statement of your company's management philosophy toward providing higher education foodservices at a community college and the important facets involved.
- h) Provide a description of corporate support services and programs that will be offered by the Contractor.
  - Provide a description of your company's approach to the following aspects of foodservice management:
    - meeting or exceeding customer expectations
    - ability to meet customers' changing tastes in food offerings
    - use of branded concepts approach to handling market labor shortages
    - use of Internet in operational support
    - monitoring and measuring performance of foodservice program utilization and effectiveness

### 8.3 REFERENCES

#### a) Business

- Provide a list of comparable higher education accounts where Contractor has food service contracts or operating agreements currently in effect, noting how those are similar in scope and complexity to Harper College. The reference information should include the name and location of the institution, enrollment, service program description, annual retail sales, annual catering sales, dates of service, and a contact name and telephone number of an individual at the institution who has experience with the program.
- Provide a list of higher education accounts within this region that have been canceled or terminated within the last three (3) years and reason(s) for the termination.

#### b) Financial

- Provide a certified financial statement of the Contractor's last fiscal year.
- Provide a copy of a Dun & Bradstreet Supplier Evaluation Report or other financial support.

### 8.4 OPERATIONAL PLAN

- a) Describe the concepts proposed for each of the retail foodservice locations including specific changes and/or improvements from the existing program format that would substantially improve customer participation in the operation. Proposed concepts should be comparable to the concepts currently provided in terms of hours of operation, breadth and variety of menu and number of locations. Contractor should clearly delineate the benefit of any potential operational and/or financial impact(s) for each change proposed. Sufficient detail needs to be provided to clearly present the concepts for breakfast and lunch service at each station in the servery for the Cockrell Dining Hall. Contractors are encouraged to provide ideas on changes in scope of current service separately in Section 8.5 – Service Options.

- b) Submit a complete description of how each food service facility is to be operated including:
- An evaluation of each unit,
  - Its capacity to provide excellent service
  - Menu concepts
  - Length of menu cycles
  - Variety and appeal of menus (food and beverage merchandising techniques)
  - Special occasion and theme menus
  - Hours of operation
  - Use of technology in operations
  - Resources required to efficiently execute all aspects of the foodservice operation
- c) Submit sample menus for 2 months or 2 full cycles whichever is greater:
- Submit a sample of the cycle menus, representing 2 full cycles, proposed for lunch service for each facility with prices.
  - Submit a sample of the cycle menus, representing 2 full cycles, proposed for breakfast service for each facility with prices.
  - Include with this submittal the proposed price list and portion sizes for each item on the cycle menus for breakfast and lunch for the first year of operation.
  - Submit a full description of a sample program and proposed calendar identifying promotions, specials, theme meals and special event activities for a full academic term designed to relieve the monotony of dining in one facility every day.
  - Discuss the cooking production methods to be used and how those methods will provide for maintaining a high food quality and adequate stock while assuring minimal waiting time by customers.
  - Submit a list of the proposed minimum level of food specification and quality standards to be utilized and maintained for the food service operation at the College
  - Discuss plans for use of a web site as it applies to supporting retail operations
- c) The College's catering requirements range from coffee and sweet rolls to seven-course formal dinners and receptions. Contractor should address how it will be able to meet or exceed what is now being offered including a sample catering program with suggested menus and prices as well as strategies for marketing such services.
- Submit a sample of catering menus, with prices and portion sizes
  - Submit all operating policies and procedures applicable to catering
  - Discuss the level of culinary, management or specialty talent expertise available to the College
  - Discuss any guarantee or satisfaction programs proposed for catering
  - Discuss plans for use of a web site as it applies to supporting catering

- Discuss plans for the potential of weekend catering services.

## 8.5 SERVICE OPTIONS

- a) The College is interested in each Contractor's professional judgment about the current College food service needs in relation to points of service, hours of operation, breadth, variety and type of menu as well as facility décor. The Contractor should provide a discussion of the proposed benefits and financial details on the implications of such parameters for each location, including specific changes and/or improvements from the existing program format that would substantially improve the financial position of the operation, in order for the College to be able to select the most compatible food program to meet our objectives. A Financial pro forma should be completed for each facility.

The College expects each Contractor to draw upon their expertise and experience in similar operations in presenting their proposal and specifically addressing these issues.

## 8.6 RENOVATION AND LEASEHOLD IMPROVEMENTS

- a) The Contractor may include a proposed facility renovation and general enhancement plan for the Dining facilities. The proposed renovation should be creative and attractive, show a high degree of flexibility and responsiveness to students' needs, and enhance the overall campus environment. Attention should be given to maximizing the efficiency and productivity of the facility. Such renovations should be limited to the existing spaces available for the dining services program. Proposals for renovation to expand beyond existing spaces should be addressed separately from other renovation plans. Additionally, the proposed renovation project should include a timeline for completion, estimated costs, a discussion of anticipated benefits and Contractor's ability to invest in the project.
- b) The Contractor may include a proposal to enhance the design, build-out and equip a new dining facility in the new Canning Center. A copy of the current schematic design for the canning center is included with this RFP.
- c) The current Starbucks opened on January 19, 2015, and may require remodeling. Describe your plans for addressing any remodeling that may be required by Starbucks or replace it with a different venue. the proposed renovation project should include a timeline for completion, estimated costs, a discussion of anticipated benefits and Contractor's ability to invest in the project.

## 8.7 LABOR FORCE - MANAGEMENT

- a) Indicate the individuals that will be responsible for the handling of the Harper College account. This will include the person's name, number of years with the company and years of experience in that line of work in the following categories:
  - District Manager
  - Account Manager
  - Assistant Manager(s)
  - Catering Manager
- b) The College believes that Contractor's corporate leadership is critical to a successful relationship with Harper College. To that end, the College expects on-site management to be given the resources it needs by Contractor's corporate executives to ensure excellent service delivery. Contractor should respond as to how

management at the district, regional and national levels will help ensure that the College's food service program maintains the highest industry standards relative to innovation, service and food quality.

- c) Provide resumes for the management candidates you would propose. Information should describe experience, education, background, specific professional accomplishments, and any other special qualifications.
- d) Present criteria used in annual evaluation of the unit manager's operations performance and management skills.
- e) Provide a description of corporate support services available to the College along with proposed district management supervision, account load of the district manager, and anticipated involvement of other company executives in the management of the account.
- f) Provide a description of training programs available to management personnel and Contractor's expectations of managers' participation in them.
- g) Provide a staffing chart of the proposed campus food service operation, which establishes lines of communication and responsibility between the regional, district and unit management and all employee categories.
- h) Describe procedures and capacity for replacing on-site management or supplementing such personnel when circumstances demand it.

#### **8.8 LABOR FORCE – HOURLY EMPLOYEES**

- a) Provide a listing of the hourly positions proposed to operate each facility, identifying position title, number of each position, total number of staff, daily and weekly hours for each position, and individual wage rates for each position.
- b) Provide a brief description of the practices/ methods in place for hiring, training, and retaining foodservice employees in this type of account. Briefly outline the company's pay raise policy.
- c) Provide a description of training programs for non-management personnel and outline expectations for their participation.

#### **8.9 LABOR PRACTICES**

- a) Recruiting
  - Detail recruiting techniques and sources of non-management labor.
  - Detail techniques and sources of temporary labor to provide coverage for vacations, illness or other leaves to prevent service interruptions.
- b) Training Practices
  - Briefly describe the program for training entry level foodservice and production personnel.
  - Briefly describe the program for training supervisory and management-level personnel.

- c) Sanitation and Safety Practices
  - Briefly describe sanitation and safety practices and the anticipated program to train and reinforce standards in the foodservice facility.
  - Outline sanitation and safety inspection procedures for the retail operations at the facility.
    - Provide a sample copy of any checklist used during inspection.
    - Indicate the frequency of inspections and the individual(s) responsible for completing the inspections.
  - Describe daily cleaning and maintenance policies, practices and/or programs.
- d) Quality Programs
  - Identify any formal quality programs that are being used with appropriate literature and information outlining the purpose and current status of each program.
  - Submit a brief description or a copy of your Quality Assurance program. The description should include the number and types of visits by district/area and headquarters personnel. Please indicate if the College will receive a verbal and/or written report of the findings and recommendations.
  - The Contractor should explain and include examples of the system(s) it uses to evaluate customer tastes, preferences and overall satisfaction of services.
- e) The Contractor should identify the system it uses to monitor and control food costs.
  - Contractor should indicate the type and frequency of its oral and written communications that the College can expect to receive.
  - The contractor should explain and include examples of how it has worked with student leaders on other campuses to solicit their input, enlist their help in program promotion, and evaluation operations.
  - Describe production forecasting techniques and financial systems used to ensure maximum efficiency, productivity and quality. Accounting procedures, cash controls, auditing systems, inventory controls, and sales reporting should be described.

## 8.10 RECYCLING PROGRAM

- a) Provide a detailed description/action plan of how the Contractor deals with recycling. This should include any specific programs that are inherent with any or all phases of the business.
- b) Contractor is advised of the College's intent to stress recycling of plastic, metal, glass and other waste products from the food service operation. Contractor should describe the recycling program it will implement on campus and the success it has had with similar programs on other campuses.

## 8.11 MARKETING PLAN

- a) Each Contractor shall develop an innovative and vibrant marketing plan that will market the entire food service program to the various constituents within the College community. Since Harper College is a 100% commuter campus, merchandising and advertising play a key role in attracting and retaining business. The

marketing plan will outline how the Contractor plans to increase sales and include ways to strengthen the price/value relationship of all food service activities.

- b) The plan will use the following format:
- c) Executive Summary - Presents a brief overview of the proposed plan for quick management review.
- Current Marketing Situation - Presents relevant background data on the existing market, products, and competition.
  - Opportunities and Issue Analysis - Identifies the main opportunities/threats, strengths/weaknesses, and issues facing the plan.
  - Discussion of Survey Results – Presents findings and conclusions of the student survey results presented in the appendices of this proposal.
  - Objectives - Defines the goals the plan wants to reach in the area of sales volume.
  - Marketing Strategy - Presents the broad marketing approach that will be used to meet the plan's objectives. This will include what type of advertising, sales promotions, initiatives, etc. are planned to promote the program to prospective students, current students, and employees. Detail should include the marketing format, electronic, print, etc., the market segments targeted, and the frequency of these initiatives.
- Action Programs - Answers: What will be done? Who will do it? When will it be done? How is the associated cost assessed?
- Projected Profit - Forecasts the expected financial outcomes from the plan.
  - Controls - Indicates how the plan will be monitored to ensure that everything stays on track.

## 8.12 IMPLEMENTATION PLAN

- a) Each Contractor should develop a detailed implementation plan outlining their strategy for assuming management control and implementation of the food and catering service program at Harper College.
- The implementation plan should include a schedule of events including dates and timing of those events.
  - The plan should outline the responsible individuals that will assist in the implementation.
  - This plan should be accurate and "doable", and it is expected that the Contractor will adhere to the plan.
  - The plan should detail the company's ability to commit the staff and resources required to develop a responsive management structure.
  - The plan should describe the credentials and experience of the team that would be assigned to this proposal. Include a short resume for each person who would be responsible for the proposal.

**8.13 FINANCIAL CONTROLS**

- a) Please provide as much information needed to demonstrate your company's systems and methodology for the following financial and control matters:
- Methods of recording, verifying, and reporting cash and charge sales.
  - Defined system for cash handling, including the procedure(s) for holding funds overnight and transporting funds to the bank.
  - The purchasing, receiving, storage, and inventory control systems in place for food and supplies.
  - The system in place for controlling labor costs.
  - Fiscal year and accounting periods definition. In addition, you must provide a statement concerning your willingness and ability to supply financial data in accordance with the College's fiscal calendar (*July 1*).
  - Internal audit system. Please note if the College will receive copies of these audits. Copies of the forms and/or systems in use should be submitted.
- b) Where appropriate, your response should highlight the areas in which the College may, at its option, easily audit the operational and financial records in use. The College is specifically interested in knowing the level of detail that will be submitted with each monthly invoice.

**8.14 FINANCIAL PRO FORMAS**

- a) Please prepare a separate pro forma statement of sales and expenses for the first year of operation for each facility and catering as indicated in the Financial Pro Forma Instructions of Appendix II.
- b) Contractors must indicate if there will be any one-time only or periodic expenses involved with the opening of this account and/or relocation of management staff or any other extraordinary expenses that would be charged to the operation. If there are such anticipated expenses, the amount budgeted and complete explanation for them should be provided.
- c) Please propose the maximum administrative fee percentage and/or annual dollar amount that will be charged for district/regional management support. Identify in detail what services are provided for this fee and the frequency of these services. The College reserves the right to negotiate the level of these administrative support fees as part of its Contractor selection process.

**8.15 COMPENSATION AND CAPITAL INVESTMENT**

- a) Contractor shall detail the financial arrangements of this proposal.
- b) Contractor shall detail any capital investment that the Contractor desires to make along with the dollar amount and terms of such investment.

**8.16 EXCEPTIONS AND PROPRIETARY INFORMATION**

- a) Each Contractor shall submit a detailed statement of any exceptions, additions, or deletions taken to any part of this Proposal and Agreement with reference to the specific page and paragraph(s) involved.

- b) Each Contractor shall submit a list of any information deemed by the company to be proprietary in nature. Contractor must submit an acknowledgment statement indicating that the Contractor's company will defend, indemnify and hold the College harmless from any and all claims arising under the Freedom of Information Act. Under no circumstances will any requests to redact proprietary information be honored without this written acknowledgment

#### **8.17 MISCELLANEOUS**

- a) Prospective Contractors are welcome to submit any other information that is deemed pertinent for consideration by the College. Suggestions relative to improvement of this Request for Proposal process also will be appreciated.

#### **8.18 RFP SUMMARY RESPONSE FORM**

- a) Complete summary response form and enclose with separate pricing information.

#### **8.19 OTHER**

- a) Other such information as the Contractor deems pertinent for the consideration by the College.

#### **8.20 AUTHORIZATION**

- a) Contractor shall complete and submit the Contractor Authorization Form, Appendix A.
- b) RFP Summary Response Form
- c) Other such information as the Contractor deems pertinent for consideration by the College.



**CONTRACTOR'S QUALIFICATION STATEMENT**

**APPENDIX I**

This statement is to be filed with the proposal; attach separate sheet as necessary.

The Undersigned certified under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

To: Harper College  
1200 W. Algonquin Road  
Palatine, IL. 60067

Attention: Purchasing Department

Submitted by:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ Joint Venture \_\_\_\_\_

How many years has your organization been in business as a Dining Service contractor? \_\_\_\_\_.

How many years has your organization been in business under its present business name? \_\_\_\_\_.

If a corporation, answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name(s): \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

If individual or partnership, answer the following:

Date of organization: \_\_\_\_\_

Name and address of all partners:

(If additional space needed. Report on a separate sheet.)

**If other than a corporation or partnership, describe organization and name principals:**

(If additional space needed. Report on a separate sheet.) List the College/University Dining Service experience of the principal individuals which will be responsible for this account. (Include proposed regional and site manager):

(If additional space needed. Report on a separate sheet.) Trade References:

(If additional space needed. Report on a separate sheet.) Bank Reference:

(If additional space needed. Report on a separate sheet.)

Dated at this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_

\_\_\_\_\_. Name of Organization:

By: Title:

\_\_\_\_\_, being duly sworn deposes and says that he (she) is the

\_\_\_\_\_ of the Contracting firm and that answers to the foregoing questions and all statements therein

contained are true and correct. Subscribed and sworn before this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public:

My Commission Expires:

**FINANCIAL PRO FORMA INSTRUCTIONS****APPENDIX II**

The Contractor is required to complete the following financial information for the first year of operations:

Individual food service pro forma statements for each food service location (Cockrell Dining Hall, Subway, and Starbucks locations).

Individual pro forma statement for catering services.

The food services pro forma statements are to include at minimum the following information and reflect the revenue and expense items directly associated with the operation of each particular foodservice function.

Sales (excluding sales taxes) Cost of Goods Sold  
Gross Profit Labor Costs  
Other Operating Costs Operating Profit Depreciation/Amortization  
Financial Arrangement to/from the College

Any assumptions for worksheet calculations must be included as back-up information, clearly labeled "Assumptions". Be specific about the method of computation and justification of any Financial Arrangements to/from the College. General costs that cannot be attributed to a specific location should be included in the Cockrell Dining Hall pro forma calculations.

## DINING SERVICES SALES DATA

## APPENDIX III

Food Service Sales By Year							
Location	2016	2017	2018	2019	2020	2021	2022*
Cafeteria	\$ 459,967.21	\$ 431,056.54	\$ 425,677.30	\$ 394,480.64	\$ 83,789.01	\$ -	\$ 70,834.90
Subway	\$ 638,816.36	\$ 580,256.35	\$ 569,990.99	\$ 527,012.25	\$ 127,771.86	\$ 67,630.37	\$ 170,819.20
Starbucks	\$ 399,687.48	\$ 521,095.36	\$ 529,550.60	\$ 541,168.14	\$ 118,878.02	\$ 38,807.11	\$ 197,099.28
Catering**	\$ 486,454.59	\$ 479,324.92	\$ 553,067.26	\$ 571,180.80	\$ 118,307.17	\$ 74,055.36	\$ 229,675.28
Total	\$ 1,984,925.64	\$ 2,011,733.17	\$ 2,078,286.15	\$ 2,033,841.83	\$ 448,746.06	\$ 180,492.84	\$ 668,428.66

\*As of October 28, 2022

\*\* Includes internal and external catered events.

2020, 2021 and 2022 have been at reduced hours in the Cafeteria, Subway and Starbucks locations post pandemic.

## STUDENT ENROLLMENT DATA

## APPENDIX IV

Student Enrollment Data						
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>FTE Students *</u>						
Spring	8,536	8,261	8,059	8,157	7,472	6,943
Summer	2,248	2,203	2,092	2,428	2,079	1,821
Fall	8,245	7,958	7,929	7,434	7,078	7,438**
Total	19,029	18,422	18,080	18,019	16,629	16,202
<u>Headcount *</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Spring	16,907	15,817	15,824	16,093	15,183	14,288
Summer	7,692	7,444	7,036	7,685	6,730	5,987
Fall	14,446	14,003	14,006	12,741	12,735	12,756**
Total	39,045	37,264	36,866	36,519	34,648	33,031

\*FTE and headcount as of the end of semester.

\*\*Fall 2022 FTE and headcount as of October 28, 2022.

**COLLEGE CALENDAR****APPENDIX V****2023–24 Academic Year****Fall Semester 2023 (August 21 to December 15, 2023)**

Tuesday, Aug. 15	Full-time Faculty Report
Monday, Aug. 21	Semester Begins*
Monday, Sept. 4	Labor Day (College Closed)
Wednesday–Sunday Nov. 22–26	Thanksgiving Holiday (College Closed)
Monday–Friday Dec. 11–15	Final Exam Week**

**Spring Semester 2024 (January 16 - May 17, 2024)**

Wednesday, Jan. 10	Full-time Faculty Report
Monday, Jan. 15	Martin Luther King Jr. Day (College Closed)
Tuesday, Jan. 16	Semester Begins*
Monday, Feb. 12	Lincoln's Day Observed (College Closed)
Monday–Sunday March 25–31	Spring Break (classes not in session)
Friday, March 29	Reading Day (College Closed)
Monday, April 1	Classes Resume
Thursday, April 4	Professional Development Day (classes not in session)
Monday–Friday May 13–17	Final Exam Week**
Friday, May 17	Graduation

**Summer Session 2024 (May 20 to August 9, 2024)**

Monday, May 20	Session Begins*
Monday, May 27	Memorial Day (College Closed)
Wednesday, June 19	Juneteenth National Freedom Day (College Closed)
Thursday, July 4	Independence Day (College Closed)



**CAMPUS MAPS**

**APPENDIX VI**

A map of the College campus can be found at the following website:

<https://www.harpercollege.edu/visit/index.php>

**Link to the Campus Map:**

[https://maps.harpercollege.edu/?id=762&\\_gl=1\\*14vznpj\\*\\_ga\\*MTQ5NDY5MzUxNS4xNjY2MDM3MDE2\\*\\_ga\\_2575BXQHNN\\*MTY3MDAxMTk1My40LjEuMTY3MDAxMjA4OS4wLjAuMA..#!ct/32017,12913,11151,10728,10061,10122,16222,35628?s/](https://maps.harpercollege.edu/?id=762&_gl=1*14vznpj*_ga*MTQ5NDY5MzUxNS4xNjY2MDM3MDE2*_ga_2575BXQHNN*MTY3MDAxMTk1My40LjEuMTY3MDAxMjA4OS4wLjAuMA..#!ct/32017,12913,11151,10728,10061,10122,16222,35628?s/)

**RFP SUMMARY RESPONSE FORM**

**PAGE 1**

1. FIVE (5) YEAR FINANCIAL ARRANGEMENTS (ex. % of net commissionable sales):

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RFP SUMMARY RESPONSE FORM

PAGE 2

2. List any amount that the Contractor would invest in the design, build-out and equipping of the new Dining Facility in the One- Stop Student Center.

- a. \$ \_\_\_\_\_ Design
- b. \$ \_\_\_\_\_ Build-Out
- c. \$ \_\_\_\_\_ Equipment/Fixtures
- d. \$ \_\_\_\_\_ Total

3. List other items, if any, to be included in this agreement.

a. \$ \_\_\_\_\_

Description: \_\_\_\_\_

b. \$ \_\_\_\_\_

Description: \_\_\_\_\_

c. \$ \_\_\_\_\_

Description: \_\_\_\_\_



HARPER COLLEGE, ILLINOIS  
CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

- 1. That the undersigned has authority to make this certification on behalf of the proposer.

\_\_\_\_\_  
Name of Company

- 2. That the undersigned has read the contents, in regard to disqualification of certain proposers, which are contained on the following pages of the bid documents.
- 3. That the undersigned knows of their own knowledge that the proposer is not disqualified from bidding under the aforesaid sections.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

SEAL

*Instructions: This is to be completely filled out and executed by the Chief Executive Officer of the proposer authorized to submit the certification.*

**HARPER COLLEGE, ILLINOIS  
DISQUALIFICATION OF CERTAIN BIDDERS**

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or bid rotating, or attempting to rig or rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Antitrust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

HARPER COLLEGE, ILLINOIS  
TAX COMPLIANCE AFFIDAVIT

\_\_\_\_\_, being first duly sworn,  
deposes and says: that they are \_\_\_\_\_  
(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_.  
(Consultant)

The individual or entity making the foregoing Proposals or bid certifies that they are not barred from contracting with Harper College because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting such taxes, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the Proposals or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and may have other serious legal consequences.

\_\_\_\_\_  
(Name of Proposer if the Proposer is an Individual)  
(Name of Partner if the Proposer is a Partnership)  
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

SEAL

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

HARPER COLLEGE, ILLINOIS
ANTI-COLLUSION AFFIDAVIT AND CONSULTANT'S CERTIFICATION

\_\_\_\_\_, being first duly sworn,

deposes and says: that they are \_\_\_\_\_
(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_
(Consultant)

The party making the foregoing Proposals or bid, certifies that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

\_\_\_\_\_  
(Name of Proposer if the Proposer is an Individual)  
(Name of Partner if the Proposer is a Partnership)  
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

SEAL

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.



HARPER COLLEGE, ILLINOIS  
CONFLICT OF INTEREST FORM

\_\_\_\_\_, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the proposer, its owners and employees, and any official or employee of William Rainey Harper College.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Proposer has not disclosed any actual or potential conflict of interest, William Rainey Harper College may disqualify the proposal.

\_\_\_\_\_  
(Name of Proposer if the Proposer is an Individual)  
(Name of Partner if the Proposer is a Partnership)  
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**STATE OF ILLINOIS  
BUSINESS ENTERPRISE PROGRAM  
MINORITIES, FEMALES, PERSONS WITH DISABILITY  
PARTICIPATION AND UTILIZATION PLAN**

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for community colleges contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE/ also referred to as WBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific **BEP** participation goal of 30% of the total dollar amount awarded to MBEs and FBEs, with at least 50% of the total dollar amount awarded to FBEs.

**The BEP participation goal is applicable to all bids or offers.** In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**
3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at [www.sell2.illinois.gov/cms/business](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**

4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
  - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
    - 5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
    - 5.3.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
    - 5.3.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 5.4 BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

- 5.5 A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
- 5.5.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- 5.5.2 A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- 5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
6. **Good Faith Effort Procedures:** Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval.
- 7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
- 7.3. If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The

College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.

- 7.4.** Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.
- 7.5.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.6.** A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.
- 7.7.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
- 7.8.** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.9.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with bid.

(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for \_\_\_\_\_, Illinois Reference Number Q\_\_\_\_\_. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal as indicated on the attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: Title:

Telephone: Email:

Signature of authorized representative of bidder:

Name: Title:

Signature:

Telephone: Email:

Notary:

**DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER**

If the BEP participation goal was not achieved, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor's efforts as described below.

- Utilize the Sell2Illinois website: [www2.illinois.gov/cms/business](http://www2.illinois.gov/cms/business) to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

**BEP Utilization Plan**

The following firms will be utilized to meet the goals of the BEP Program

Name of Firm	Contract Value	Description of Work	% of Goal
Total			