



REQUEST FOR PROPOSALS

FOR

**Food Service**

At

NHTI – Concord's Community College

Issued by the

Community College System of New Hampshire

RFP #CON22-01

Date of Issue: January 31, 2022

Proposals must be received no later than  
2:00 PM on March 11, 2022

All questions related to the RFP should be submitted via e-mail to:

Sean Fitzpatrick, System Office Procurement at [sfitzpatrick@ccsnh.edu](mailto:sfitzpatrick@ccsnh.edu)

The full content of this Request for Proposals, Attachments, Appendices, Response to Questions and all Addenda via CCSNH website located at:

<https://www.ccsnh.edu/about-ccsnh/bidding-rfp/>

The RFP contains specific protocols relating to discussion and other communications regarding this RFP. Any violations of these provisions may result in immediate disqualification of a firm's submission.

Prospective firms are encouraged to promptly notify CCSNH of any apparent inconsistencies, problems, or ambiguities in the RFP.

**PURPOSE:**

The purpose of this REQUEST FOR PROPOSAL is to secure bids for the NHTI – Concord’s Community College (NHTI) Food Service Program. NHTI is a residential community college located in Concord, New Hampshire, the state Capitol. Dining services consist of a dining hall which can seat approximately 300 people, as well as a newly renovated Bistro retail operation that can seat approximately 130 people. Dining services also serves meals to the New Hampshire Police Standards and Training Council throughout the year.

**VENDOR CERTIFICATIONS**

The vendor who is awarded the contract must either be duly registered as a vendor authorized to conduct business with the State of New Hampshire or if not, will need to submit a completed Alternate W-9 form (no fee) with contract and must be willing to comply with all terms and conditions of the State of New Hampshire.

**NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION**

A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as “Domestic” (in-state) or “Foreign” (out-of –state). See the following website to find out more about the requirements and filing fees for both classifications:

<http://www.state.nh.us/sos/corporate> The successful bidder must produce a certificate of good standing from the NH Secretary of State.

**CONTRACT TERM:**

The term of any resulting contract shall end on **June 30, 2027**.

NHTI shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

**PAYMENT AND COMPENSATION:**

Payment terms: 100% due within 30 days after satisfactory completion of work invoiced by contractor, receipt of the invoice, approval, and acceptance by NHTI.

## INTRODUCTION AND GENERAL INFORMATION

NHTI – Concord’s Community College hereinafter referred to as NHTI and New Hampshire Police Standards and Training Council hereinafter referred to as NHPSTC, invites food service management companies, hereinafter referred to as Contractors, to submit responses to its Request for Proposal (RFP) to operate its food services in accordance with the terms, conditions and specifications that are attached. Proposals will be accepted until 2:00 P.M. EST, March 11, 2022. Proposals shall be emailed to Sean Fitzpatrick, Procurement Administrator, System Office at [sfitzpatrick@ccsnh.edu](mailto:sfitzpatrick@ccsnh.edu).

Under no circumstances will any proposal be accepted or considered after the appointed hour. The method of delivery is the responsibility of the Contractor. (No details of the proposal will be divulged at the time of opening). All proposals shall be guaranteed for an acceptance period of at least 90 days after the proposal opening date. This solicitation does not commit NHTI to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. NHTI reserves the right to accept or reject any or all proposals received as a result of this request and to cancel in part or in its entirety this request for proposal, if it is in the best interest of NHTI to do so.

Questions regarding the meaning and interpretation of the RFP, attachments, specifications, etc., shall be requested via email. Answers will be provided by an RFP addendum posted to <https://www.ccsnh.edu/about-ccsnh/bidding-rfp/>. Please direct all questions or correspondence regarding this RFP to:

Sean Fitzpatrick, Procurement Administrator  
CCSNH System Office  
(781) 572-1076  
[sfitzpatrick@ccsnh.edu](mailto:sfitzpatrick@ccsnh.edu)

## SCHEDULE OF KEY EVENTS

Issue of Request for Proposal	Monday, January 31, 2022
Mandatory Pre-Proposal Meetings	Wednesday, February 23, 2022 @ 11:00 A.M. OR Friday, February 25, 2022 @ 1:00 P.M.
Proposal Due Date & Time	Friday, March 11, 2022 @ 2:00 P.M.
Award and Notification to Successful Contractor, no later than	Friday, April 1, 2022
Contract Date & Commencement of Services	Friday, July 1, 2022

## **DEFINITION OF TERMS**

The term “NHTI” shall be defined as NHTI – Concord’s Community College.

The term “NHPSTC” shall be defined as the New Hampshire Police Standards and Training Council.

The term “contractor” shall be defined as the company that are in the bid process or have been awarded the contract.

The term “RFP” shall be defined as Request for Proposal.

The term “CFO” shall be defined as Chief Financial Officer.

The term “gross receipts” shall be defined as the amount paid to the Contractor by NHTI for Board Plan patrons, cash receipts from the Bistro, casual meals, catering, concession sales, and all other receipts received by Contractor in providing food service to NHTI and NHPSTC.

The term “net receipts” shall be defined as total gross receipts less applicable state and local sales taxes.

The term “academic year” when used herein shall mean the fall and spring semesters and does not include the summer sessions, holidays or recess periods. The academic year will be approximately thirty-four (34) weeks as per the NHTI calendar.

The term “fiscal year” when used herein shall mean the twelve (12) calendar months, beginning July 1<sup>st</sup> of each year and ending with June 30<sup>th</sup> of the succeeding year. The Contractor’s year-to-date reports will coincide with the fiscal year or may utilize another fiscal year with permission of NHTI.

Special functions: The Contractor shall provide food service to special parties, conferences, functions, camps and summer students authorized by NHTI at prices to be mutually agreed upon. The functions will be treated on an individual basis, except where a special function takes the place of a regular meal. In the case of the latter, the Contractor will only charge for food and labor in excess of that which would ordinarily be supplied.

The term “commissions” shall be defined as monies to be paid to NHTI by the Contractor equal to a defined percentage of net receipts.

The term “Homemade” shall be defined as products that are prepared or baked on site daily.

The Term “Flex Cash” shall be defined as follows: Flex dollars are accepted like cash in all our dining as a debit card. You can use your points to purchase beverages, snacks or even a full meal in the Capitol Commons dining room and at the Bistro. Flex dollars is a “declining balance account” that works on the same principle, purchase amount is subtracted from your Flex dollar balance. Your dollars do carry over

from semester to semester but do not carry from year to year. Additional Flex Dollars can be added to your account at any time in increments determined by NHTI and the Contractor.

**PROPOSAL GUIDELINES:**

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

By submitting a proposal, the Contractor agrees to be governed by the terms and conditions set forth in this document. No change or deviation from the terms set forth in this document is permitted without the prior approval of NHTI. If significant errors or omissions are found in the requirements of the RFP, the proposal will be rejected.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective quotation are not desired. Elaborate artwork, expensive paper and bindings and expensive visual or other presentation aids are neither necessary nor desired.

Proposals must include all information and meet all specifications and requirements as requested. All proposals must be submitted in conformance with this RFP. Alternate proposals are unacceptable and, if submitted, may disqualify the Contractor at NHTI's sole discretion. Proposals will be evaluated based upon the information submitted and the quality of the service proposed.

Should any ambiguity or conflict in the RFP become apparent to any Contractor prior to the mandatory Pre-Proposal Meeting, the Contractor shall promptly contact the Procurement Administrator or their designee for a written interpretation. The information given in response will be documented in an RFP addendum and posted to <https://www.ccsnh.edu/about-ccsnh/bidding-rfp/>. Any addendum to the RFP must be acknowledged by the Contractor in their proposal. No oral statement, explanations or commitments made by anyone shall affect the RFP except when confirmed in writing by the Procurement Administrator or their designee.

After award of the contract, all proposals will be opened to public inspection. Trade secrets, test data and similar proprietary information will remain confidential, provided material is so marked.

The Contractor must bear all costs associated with the preparation of the proposal and of any oral presentation requested by NHTI.

No Contractor gratuities or potential for NHTI officials to benefit shall be offered or attempted to be applied in an effort to affect the evaluation process.

An oral presentation by one or more Contractors may be required after written proposals are received by NHTI. If NHTI requires such a presentation, the Procurement Administrator or their designee will schedule a time and place. Each Contractor should be prepared to discuss and substantiate any of the

areas of the proposal submitted, its own qualifications for providing the services required and any other area of interest relative to its proposal.

Contractors must complete and submit with proposals a Qualifications and Experience Questionnaire (Exhibit B) to furnish satisfactory evidence of its ability to provide services in accordance with the terms and conditions of the RFP. The Contractor must prove to NHTI that the Contractor is able to meet the conditions of the agreement without subcontracting.

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

State law requires that the proposal be submitted no later than the date and time specified in this RFP. Any proposal received after the scheduled date and time will be governed by the rules and regulations of NHTI.

Proposals submitted prior to the scheduled date will be held in the Presidents Office. No proposals will be opened prior to the opening date of March 11, 2022, 2:00 P.M.

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

Contractors are cautioned that NHTI is not obligated to ask for, nor accept, after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. NHTI may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial proposal should be submitted in the most favorable and complete operating and technical terms possible.

Contractors must submit with proposals a completed References Form (Exhibit D) Including a minimum of 3 references preferably from New England based colleges, schools, or businesses. Contractors must provide the name, address, telephone number(s) and e-mail addresses of the campus/business administrator responsible for the food service operation.

### **EVALUATION CRITERIA:**

Evaluation criteria will be based on, but not necessarily limited to the following factors which are listed in order of importance:

1. Proposed approach and overall suitability of the response for current and future needs of NHTI with focus on firm's response to the Scope of Work including services and program support offered
2. Competitiveness and stability of pricing
3. References from other companies/institutions (particularly those in higher education) for which your Firm has provided similar programs
4. Incentives offered/financial return
5. Innovativeness of response
6. Firm's commitment to sustainability, environmental impact of program and any associated costs to the campuses
7. Financial stability and ability of Firm to fulfill the contract

**MANDATORY PRE-PROPOSAL MEETING:**

Two pre-proposal meetings and site walkthroughs of all Food Service production facilities will be held at the dates and times below. These will be the only opportunities for Contractors to visit food production areas and dining facilities. In the interest of fairness, visitation teams will be limited to 2 persons per bidder. Attendance at one walkthrough is a mandatory requirement for bid acceptance. Visiting the campus unannounced is not recommended

Bidders are responsible for having ascertained pertinent local conditions, such as equipment, conditions, locations, accessibility, general character of the site and knowledge of conditions affecting the work. The act of submitting a bid is to be considered as full acknowledgment that the bidder inspected the site and is familiar with the conditions and requirements of these specifications.

**Bidders should only attend one (1) of the below meetings:**

Site Visit Date: Wednesday, February 23rd, 2022  
Site Visit Time: 11:00am  
Check-In Address: 31 College Drive Concord, NH 03301  
Contact: Marsha Bourdon

Site Visit Date: Friday, February 25th, 2022  
Site Visit Time: 1:00pm  
Check-In Address: 31 College Drive Concord, NH 03301  
Contact: Marsha Bourdon



## **SCOPE OF SERVICES**

### **FOOD SERVICE PROGRAM:**

NHTI expects that the Contractor will partner with the campus community to provide a friendly and responsive food service operation that will adhere to the principles outlined in NHTI's Mission/Values/Vision statement. Students, faculty, staff, and guests expect a dining and catered experience that rivals those found in area residential colleges and in the most popular commercial restaurants. Good variety, great taste, freshness, authenticity, healthy choices, ambience and excellent service will be the norm, not the exception. The Contractor must be innovative in providing appropriate food concepts that will attract and retain the campus community in a comforting and comfortable atmosphere.

### **CONTRACTOR'S RESPONSIBILITIES:**

The Contractor shall offer quality products, which include variety, great taste, freshness, authenticity, healthy choices, ambience, and excellent service, and will be innovative in providing appropriate food concepts.

The Contractor must demonstrate the knowledge, experience, and capability necessary to perform in a first-class professional manner, both on campus and for off campus events.

Contractor shall assume full responsibility for the purchase, preparation, cooking and sensory pleasing food presentation at all serving areas.

The Contractor shall work closely with the NHTI administrators to determine applicable policies, practices, prices and menus, time, and length of service for each meal. Contractor shall obtain final approval from NHTI. Each day's menu will be written with nutrition and eye appeal considered as important as cost and popularity.

The Contractor shall prominently post daily, weekly and monthly menus at each station in the kitchens and in dining areas. Menus will be distributed digitally and/or through the appropriate campus publications.

Contractor shall accept payment in the forms of cash, credit card or debit card payments. Any and all cost associated with these services shall be the sole responsibility of Contractor.

The Contractor shall utilize existing systems for tracking food purchases at each food service location that interfaces with NHTI's existing campus wide identification card that will allow users to pay for purchases using the identification card. The Contractor shall be solely responsible for the management, maintenance and updating of this system and will coordinate with NHTI or its agents to ensure

compatibility with existing systems or ID card system, both parties will work together on solutions to provide continuous service.

The Contractor will have a plan for continuous improvement of the current food service program, and for recommendation for the delivery of new food service trends that may be available to and approved by NHTI.

The Contractor will conduct an NHTI approved, campus wide, customer service satisfaction assessment of the food service program a minimum of two times a semester (fall and spring) and share the results with NHTI Administrators in a timely manner.

The Contractor shall designate a Contractor representative for participation in a "Food Service Team" between NHTI and Contractor stakeholders. See NHTI Responsibilities section below for more information.

Contractor must abide by all COVID 19 and related pandemic protocols as defined by NHTI and the CDC

### **NHTI'S RESPONSIBILITIES:**

NHTI shall require resident students to participate in Capitol Commons meal plans on a seven (7) day, 15 or 19 meal basis.

In addition to the residential Board Plan for residential students, NHTI will require that each residential board student purchase a Flex Cash Plan in an amount to be determined annually by NHTI, but at a minimum \$100 per student per semester.

NHTI shall be responsible for collecting residential Board and Flex Cash Plan payments from students at the beginning of each semester. On or before the second Monday of each semester, NHTI shall provide to Contractor a list of students participating in Board and Flex Cash Plans. NHTI shall notify the contractor of any additions or withdrawals on a weekly basis. Amendments to the list of participating students shall become effective the Monday following notice of the amendment.

NHTI shall issue identification cards to students, faculty and staff. These NHTI identification cards will, in addition to other non-meal related uses, be used to record cash balances available to the participant in the meal plan.

NHTI will organize a food service team(s) made up of students, NHTI representatives, and a representative from the Contractor. It will be the responsibility of the team(s) to review NHTI concerns, complaints, customer service satisfaction assessments, new food service-related initiatives, and make appropriate recommendations to the Contractor.

**GENERAL SPECIFICATIONS:**

The food served must be nutritious, wholesome, palatable and of good quality. The question of quality will be referred to the administrative bodies of NHTI whose judgment shall be final in determining adequacy of quality performance.

Hot food shall be hot, cold food shall be cold. Progressive cooking will be the normal method of operation, staggering the hot entrees and vegetables so that relatively small amounts are ready for serving at progressive periods during the meal.

The Contractor will have and utilize a standard recipe service. Cooks and bakers will be required to follow standard recipes for all production items.

All bakery items are to be served fresh daily.

Except for special occasions to be worked out by mutual agreement between NHTI and the Contractor, all board plans will be cafeteria style.

The Contractor, working with authorized staff members of NHTI and student committees, will provide a variety of programs and special events for students at no additional charge. These shall range from holiday dinners to special “theme” dinners, complete with costumes, decorating and music appropriate for the occasion. These shall occur a minimum of nine times during the academic year. These meals shall be served and adequately promoted to encourage maximum campus participation. A calendar of special dinners will be prepared by the Contractor and approved by NHTI, no later than one week prior to the start of each semester.

Exam treats will be provided at no extra charge to resident hall students usually one (1) week per semester.

Certain food accompaniments will automatically be served with some dishes and placed on the condiment table. Examples include but not limited to applesauce with pork, cranberry sauce with turkey, tartar (sauce) and lemon with fish, vinegar with greens and mint jelly with lamb.

Cream, sugar and appropriate sugar substitutes will always be available next to the coffee; ice will be available next to the tea; and butter will be available next to the bread.

Daily and weekly menus will be prominently posted at each station in the kitchens and in the dining areas provided to NHPSTC and will be distributed through appropriate campus publications and/or computer services.

A month prior to the beginning of the fall, spring and summer semester, the Contractor will submit to NHTI for approval a four (4) week cycle of menus for board plans. Particular attention should be directed to menus which will not consist of leftovers and convenience items.

Special diets for students will be provided in a timely manner when prescribed and approved, in writing, by a medical doctor, and upon consultation with the Contractor's nutritionist.

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

Beef and Veal, USDA Choice  
Pork and Lamb, USDA "I"  
Poultry, USDA Grade "A"  
Eggs and Dairy Products, USDA Grade "A"  
Frozen Foods, USDA Grade "A" Fancy  
Fresh Produce, USDA "I" Quality  
Canned Goods, USDA Grade "A" Fancy

The Contractor shall use regional/local producers and providers whenever possible.

Nutritional facts and ingredient lists for all items & dishes will be prominently displayed in dining facilities and made easily viewable by patrons.

Food service will be uninterrupted except for the Thanksgiving and semester breaks. The academic semesters are defined as Fall and Spring. The official NHTI calendar will be provided three (3) weeks prior to the fall academic semester.

To minimize waste, Contractor shall donate any eligible leftover food to the NHTI food pantry.

### **DINING SERVICES AT NHTI:**

There are two dining locations at NHTI, the Capitol Commons located in Little Hall that seats approximately 300 persons and the Bistro in Sweeney Hall that seats approximately 130 persons. Dining services will be provided by contractor at both locations as set forth below.

### **MEAN PLANS:**

Food service shall be available on an individual meal basis payable by cash, debit, or credit card or on the following meal plans.

**Residential Board Plan** is defined as a 19 or 15 meal per week plan required for residential students at NHTI. Residential student population is between 250-300 students per semester. NHTI will collect fees from on-campus residential students for Residential Board Plans.

**Flex Cash Plan** is defined as a plan required for residential students in addition to the Board Plan which provides a cash equivalent in an account tracked on the student's NHTI identification card. This

amount can be used for additional meals or a la carte items at either dining facility by presenting the identification card. The value of the meal or a la carte item is then deducted from the balance in the Flex Cash Plan and reflected on the identification card. The Flex Cash Plan is part of a room and board package, and the starting amount is automatically collected from the student by NHTI at the start of each semester.

**Commuter/Faculty/Staff Plan** is defined as a voluntary pre-paid plan available to any student living off campus, and/ or any faculty or staff member. The balance of the pre-paid amount shall be reflected on the student/faculty or staff NHTI identification card. Unlike the Flex Cash Plan, this option is voluntary and is offered by and purchased directly from the Contractor. The Contractor shall administer the meal plan and collect the appropriate fees for any commuter, faculty, and staff meal plan.

## **DINING LOCATIONS:**

### **Little Hall:**

The Capitol Commons in Little Hall will serve full meals for students on food service plans as well as for New Hampshire Police Standards Training Center (NHPSTC), commuter meal plan users, faculty and staff meal plan users and cash customers.

## **Minimum Menu Specifications**

Breakfast	<ul style="list-style-type: none"><li>-Fresh-frozen juice and 2 other juices</li><li>-A choice of 3 fresh fruits</li><li>-Choice of 2 meatless entrees with eggs always available</li><li>-Choice of 2 meats with bacon always available</li><li>-At least 4 kinds of “homemade” type baked pastries</li><li>-Assorted beverages’ including: coffee, teas, hot chocolate and milk (whole, low fat, skim and chocolate)</li><li>-Breakfast bar with at least 25 choices including cereals, condiments and fruits</li><li>-hot cereals</li></ul>
Continental Breakfast	<ul style="list-style-type: none"><li>-Choice of at least 6 assorted dry cereals</li><li>-Fresh-frozen orange juice and 2 other juices</li><li>-A choice of 3 fresh fruits-at least 4 kinds of “homemade” type baked specialty breads</li><li>-Assorted beverages including: coffee, teas, hot chocolate and milk (whole, low fat, skim and chocolate)</li></ul>

Lunch & Dinner

Hot Line

- Choice of at least 3 hot entrees with one being vegetarian. Vegetarian entrees should include, but not be limited to: lasagna, burritos, stir fry, chili, pizza, wraps, soups, burgers, tofu, etc.

Entrees should include but not be limited to: steak, roast beef, poultry, ham, pork roast, chops, fish and shrimp.

- Choice of at least 2 vegetables and a minimum of 1 starch. Vegetables should include but not be limited to: corn, green beans, peas, carrots, asparagus, broccoli

Deli Line

- Minimum of 3 sliced meats, 1 of which will be roast beef, turkey, ham, pastrami or corned beef

- Minimum of 2 sandwich spreads (tuna salad, ham salad, chicken salad, vegetarian, cheese, etc.)

- Sliced American and Swiss cheese

- Breads should include but not be limited to white, rye, French, pumpernickel, buttermilk and diet

- Choice of “homemade” type rolls daily

- Choice of 2 kinds of potato chips snack daily

Grill

- Hamburgers, hot dogs, grilled cheese, chicken burgers, French fries, onion rings, sausage, cheese steak, veggie burgers

Soup & Salad Bar

- At least 2 hot soups daily

- At least 2 kinds of greens, salad bars shall include tuna salad, ham or chicken salad, cottage cheese, fruit salad (canned or fresh fruit mixed), cheese, chopped egg, raw vegetables, catsup, pickles and at least 4 kinds of salad dressings including low calorie and oil and vinegar

- At least 10 salad toppings

- Assorted “homemade” type breads, spreads, peanut butter, jelly, jam, preserves and appropriate condiments

- Choice of 4 desserts with ice cream always available and at least 3 fresh fruits

Pizza

- Choice of 3 varieties daily (cheese, vegetable, meat etc)

Other

- Pasta bar, Wok station or other current food trends

Beverages

- includes carbonated drinks, teas, milk (whole, low fat, skim and chocolate), hot chocolate, coffee and juices and water

Brunch

- Same specifications as breakfast, lunch deli line, soup, salad bar and grill

**“Box” Meals**

- Box meals or “meals to go” will be furnished to students on official NHTI activities away from NHTI, upon approval of the NHTI administration.
- Choice of deli line (i.e., sliced meats and cheeses or sandwich spread)
- Prepared salad
- Choice of 3 fresh fruits
- Choice of potato chips
- Choice of carbonated canned drink, juice, milk or water
- Choice of appropriate snack or dessert
- Appropriate utensils and napkins
- All box meals will be ordered through the Capitol Commons food service a minimum of twelve (12) hours before pick-up

**Sweeny Hall Bistro Services:**

The Bistro in Sweeny Hall will serve full meals for students on food service plans as well as commuter meal plan users, faculty and staff meal plan users and cash customers.

Contractor agrees to prepare and transport food from Capitol Commons to the Bistro facility, and other appropriate NHTI facilities on an as needed basis.

To ensure students are presented an appealing variety of food options, menu items at the Bistro must be different than those offered at Capitol Commons

Menus to include but not limited to breakfast, lunch and dinner specials, burgers, hot dogs, salads, soups, sandwiches, French fries, beverages, deli bar, pizza, desserts, specialty items and other similar items as requested by NHTI.

Operation of the Bistro facility will be during the day and evening hours, 12 months per year, for cash customers. Hours of operation shall be determined by NHTI and the contractor.

Students who have purchased the student board plan may have an opportunity to use available options as established by NHTI and the Contractor to utilize food services in the Bistro.

Contractor may offer a retail or a la carte service at other locations designated by NHTI such as the Capitol Commons, Grappone Hall, or Mercury Hall.

**CATERING:**

Contractor shall be permitted to provide additional catering services beyond the food services included in this RFP to NHTI, other Community College affiliates and other outside entities upon prior written approval by NHTI

Catering menus, portions and prices will be approved by the NHTI contract manager or designee for all such services offered. NHTI reserves the right to review and/or reject catering for functions which are not related to NHTI.

The prices for catering will be negotiated for under separate arrangements between the Contractor and NHTI. A complete catering brochure outlining menu and prices will be available to NHTI for review and approval prior to August 1<sup>st</sup> of each contract year. These prices will remain in affect for one year unless modified by mutual agreement. Variations on catering menu items and pricing are subject to written agreement between the Contractor and the NHTI contract manager or designee.

**NEW HAMPSHIRE POLICE STANDARDS AND TRAINING COUNCIL (NHPSTC):**

NHPSTC currently operates 3 fourteen-week police recruit academies per year, and 3-5 nine-week correctional officer recruit academies per year. In the event the NHPSTC academies are extended beyond the 14 weeks, then the prices will remain the same.

The police recruits are served 12 or 13 meals (required attendance) per week.

The corrections recruits are served 5 lunches per week (required attendance) for the nine weeks of the corrections academy.

NHPSTC also feeds between 1 and 5 staff members at required attendance meals, and also provides meals for other in-service police and correctional officers on an intermittent basis.

Examples of in-service classes where meals are provided include, but are not limited to Breath Test Operator classes, and others as determined by the Director of the Council.

All meals quoted above will be served in the Capitol Commons Dining Hall, located in Little Hall with the exception of days of theme meals for students at NHTI and Breath Test Operator class, in which case, upon the approval of the Contractor and NHPSTC, students can be fed at the Police Standards and Training facility at 17 Institute Drive in Concord.

Meals and services provided in this section will be charged to NHPSTC on an actual per meal basis at the cash rate price identified in Exhibit A – Bid Form.



The police recruits are provided 2 urns twice a day, one with coffee and another with water; and in addition, appropriate amounts of coffee creamer, sugar and cups and stirrers during each 14-week session of the academy. The urns are picked up and returned by the recruits.

Cost for coffee shall be listed in Exhibit A – Bid Form.

The Capitol Commons Dining Hall will remain open at all times when the police or corrections academies are in session.

NHPSTC requires catering for scheduled and some non-scheduled events. These events, include but are not limited to, monthly meetings of the Police Standards & Training Council, the Chiefs and Training Officer's Annual Meeting, coffee and pastry setups for the physical agility testing day(s) and academy first day(s). These events will be catered by the Contractor and provided at a cost noted in the "NHTI Catering Services" guide to be negotiated and approved as provided elsewhere in this RFP.

### **PERSONNEL:**

Contractor is to maintain an adequate number of staff (management and non-management) on duty at each campus at all times to ensure a quality program and that all requirements of the Scope of Work in this RFP are met. In order to maintain a high quality of service, the Contractor will be responsible for providing expert, experienced, and qualified personnel for administration and supervision, menu planning and dietetic, production purchasing, service sanitation, marketing, and equipment consulting both on campus and at the Contractor's corporate level. Management staff shall be on duty and in attendance during all meals, special dinners, and catered events.

The Contractor shall provide such expertise as needed (e.g., administrative, dietetic, purchasing and equipment consultation, personnel advice and supervision) to ensure quality food service. A registered dietitian (RD) or nutritionist (BS required; MS preferred) must be made available as needed to discuss questions or concerns regarding nutrition and/or food related health or fitness; actively participate with the management team; provide input to the menu development process; and provide nutrition related education through programming, (passive and active)

Contractor will be held responsible for their employees. It is important that the highest standards of sanitation and safety are enforced. It is expected that employees are supervised in a "clean as you go" policy that will result in a clean and orderly facility at all times. Preferably, all employees will be ServSafe™ trained and at least one management staff will be a certified ServSafe™ trainer.

Management will be appropriately dressed and wear nametag identification. It is expected that the Contractor's employees will be neat tidy in appearance and will follow established legal hygiene mandates and food service industry best practices in the handling of food. Employees will be in uniform and wear visible nametag identification at all times while on duty.

Contractor's on-site management staff are expected to be responsive to the campus needs as needed by and designated by the NHTI liaison. These will include attending regular scheduled meeting of student governance bodies, campus contract administrators and the like.

Contractor shall provide a district manager (or similar titles position) to oversee the on-site management staff at each campus. It is expected the district manager will perform the following services/ duties:

- 1) Act as an emergency contact for NHTI
- 2) Perform routine reviews and operations inspections
- 3) Establishment of reasonable performance standards for employees, managers and supervisors, with periodic discussions or meetings with individuals to assist them in achieving the standards
- 4) Consult with campus Program management staff on current and future trends in the food service industry and propose/ initiate new programs provided by the Contractor
- 5) Fill staff vacancies as necessary (with campus administrations in-put)
- 6) Act with full authority on the Contractor's behalf in any matters pertaining to the specifications of contract

Contractor is responsible for the on-campus behavior of all its employees. Contractor's employees will abide by all rules and regulations which govern the campuses' employees. Infraction of those rules and regulations may result in the campus contract administrator requesting that the individual no longer be employed at the account.

The Contractor shall examine all food handlers visually, at least daily, to ensure that they are following established hygiene practices in the handling of food;

- 1) Bathing daily
- 2) Wearing clean outer clothing
- 3) Keeping fingernails short and clean.
- 4) Using hairnets, caps or lacquer spray when hair is longer than six (6) inches (applies to both male and female employees).
- 5) Removing wristwatches and rings, except plain wedding bands, during the preparation and service of food.
- 6) Washing hands with warm water and soap upon reporting for duty, after each visit to the restroom, and after handling raw meat, fish or fowl.
- 7) Reporting symptoms of infectious diseases, including colds, to medical authorities and/or manager designee.

Contractor shall provide a formal structure to ensure communication within the employee group, and a means for resolving employee concerns, obtaining employee input and addressing grievances.

All notices and other communication required or permitted under this agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered to specified parties as defined by NHTI and Contractor.

The Contractor shall hire all non-management employees of the current service agent seeking such employment unless documented performance or other issues arise

It is expected management personnel will continue in their positions only as long as their work is acceptable to the NHTI. It is NHTI's expectations that management positions shall not be changed at the discretion of the Contractor unless mutually agreed upon between the campus and the Contractor. NHTI will require a thirty (30) days advance notice is provided to the campus.

NHTI reserves the right to require the replacement of any management personnel because of operating difficulties determined to be the result of on-site management.

NHTI shall have the right to interview proposed candidates for the management positions. NHTI shall have the right to review and accept or dispute the Contractor's final recommendation before an appointment is made. If NHTI rejects a candidate, it may be done without cause.

Contractor will assign for duty all employees acceptable to NHTI. Assignments of management personnel must be approved by NHTI and no changes in management personnel will be made without prior consultation and consent from NHTI.

The Contractor shall provide a list of all employees to the NHTI contract administrator and shall update the list within 10 days of hiring any new employee.

Wherever possible Contractor shall employ qualified NHTI students. If selected by Contractor for employment, such students shall be employees of Contractor and not of NHTI. Contractor shall be responsible for providing all compensation in accordance with Federal and State law.

The Contractor must schedule and conduct an ongoing employee training program, which will include and not be limited to: Food preparation, equipment usage, purchasing and accounting procedure, safety and sanitation, and customer service, which will ensure that all employees perform their jobs with the highest standards of efficiency, courtesy and sanitation.

Contractor is responsible for providing food handler certificates and/or medical examinations for all its employees as required by law. Records in question shall be available for review upon NHTI request.

Contractor will not allow employees to work with known illnesses (which are transmitted through the air or via the food products equipment, or other mediums), open sores, or symptoms. Any contagious disease such as hepatitis must be reported immediately to the campus contract manager/liaison.

Contractor shall conduct a background check, including a DMV report for drivers, on all employees including students, regardless of job classifications prior to offering them position at the campus. This screening shall include coordination with, and inclusion of all current practices and policies in use by, the campus HR department.

Contractor shall be required, while providing food services in a university or college owned building, to report all crimes occurring in any food service venue or related to the food service to campus safety for the purposes of fulfilling the campuses' obligations under the Jeanne Clery Act, as amended, 20 U.S.C. Section 1093(f)

Contractor will have the capability of and be financially responsible for complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes, without limitation, unemployment insurance, worker's compensation, and other taxes, health examinations, permits, and licenses.

Contractor's employees will be required to purchase parking passes and to observe all campus rules about use of vehicles on the campus and parking regulations

### **FINANCIAL, ACCOUNTING METHODS AND PAYMENT:**

All costs to be paid by NHTI and NHPSTC under this RFP shall be listed in Exhibit A – Bid Form.

Pricing provided by bidders shall include the following:

- Residential Board Meal Plans
  - 19 Meals per Week
  - 15 Meals per Week
- Capitol Commons Meal Cash Price
  - Breakfast
  - Brunch
  - Lunch
  - Dinner
- Cash sale commissions to be paid to NHTI
- Commuter/Faculty/Staff Meal Plan Option(s)
  - As many as applicable

NHTI may request the Contractor make Capital improvements or provide a contribution to improve the Food Service program. Any capital improvement will be amortized over the five years of the initial contract. Capital improvement amortization amounts will be considered an operating expense. Should the contract be terminated prior to the end of the term, a prorated amount of Contract's investment will be reimbursed. Contractor's contribution amount is also to be listed in Exhibit A – Bid Form.

For all Board and residential student Flex Cash Plans, NHTI shall collect from students, and submit payment to Contractor. Contractor shall submit weekly invoices to NHTI for payment of all Board charges. Contractor shall invoice NHTI twice per semester for residential student Flex Cash charges. Payment by NHTI shall be due within 30 days of receipt of the invoice.

Contractor shall pay NHTI a percentage of Net Receipts, less applicable Rooms and meals Taxes for gross cash, credit, catering and non-mandatory Flex Cash Plan sales (the "Commission"). Commissions shall not be due on mandatory meal plan Net Receipts. Contractor shall provide a month accounting to NHTI. Commission payments shall be submitted to NHTI each month no later than 15 days following the end of each month.

Payments made by the Contractor to NHTI relative to cash sales and catering sales and Flex Cash sales will be rendered monthly within 15 days after the end of the month. Said payments are to be forwarded directly to the Chief Financial Officer (CFO) of NHTI.

In addition to meal plans, Contractor shall also furnish meals and food on a cash basis, as required by NHTI and NHPSTC, for students and others authorized by NHTI. Prices for individual cash meals served as full meals in the Capitol Commons dining hall will be listed in Exhibit A – Bid Form. In addition, a schedule of prices for a la carte services shall be prominently posted in the Capitol Commons and the Bistro, and these prices will be competitive with the local area market rates. Contractor may offer a retail or a la carte service at other locations designated by NHTI such as but not limited to: Capitol Commons, Grappone Hall, MacRury Hall etc.

The Contractor will administer and collect the appropriate fees for any commuter, faculty, and staff meal plan. Subject to possible further negotiation on collection of fees.

All gross income received by the Contractor from all cash sales shall be recorded at each cash location by an electronic state-of-the-art cash register to be provided by the Contractor at his/her own expense; said cash register shall be equipped with continuous recording tape and/or locked-in readings on which there shall be recorded all gross income received. Said cash register shall also include a tax key for recording and control of sales subject to the New Hampshire Rooms and Meals Tax.

The Contractor shall maintain such permanent book of accounts and records including inventories, as may be sufficient to show specifically, the items of total dollar receipts and expenses, receipts and disbursements, and such other information as will correctly reflect the financial condition and results of operations. Quarterly Profit and Loss statements will be issued to the CFO on October 15, January 15, April 15 and July 15 of each contract year. The books and records required shall be available at all times for inspection by NHTI for the total food service operation.

Upon reasonable notice, The Community College System of New Hampshire shall have the authority to audit the Contractor's books and records as they pertain to the food service in order to protect the public interest. Such audits shall be supervised by the Community College System of New Hampshire and shall be made as he/she deems necessary to protect NHTI.

Contractor shall provide two \$500 Board plan discounts to be applied toward the Board meal plans of two students per year. The students shall be selected jointly by NHTI and Contractor based upon need.

Contractor shall provide an in-kind contribution of \$500 yearly catering credit, at retail value, for the President's Office at NHTI. Unused amounts shall expire at the end of the academic year.

**FACILITIES:**

NHTI shall furnish the Contractor the facilities and equipment in Good Standing at the time of contract execution for the performance of Contractor's services.

**EQUIPMENT:**

In order to maintain a serviceable operation, the Contractor agrees to:

- a. Maintain and repair the equipment used in the provision of services under this agreement: provided, however, that if any NHTI-owned equipment is in need of replacement, NHTI shall be responsible for any such replacement. The Contractor may provide any labor associated with such replacement.
- b. Assume the payments for replacement of china, glass and silverware.
- c. Furnish laundry, cleaning and supply requirements applicable to its services.

**Contractors shall create a comprehensive preventative maintenance plan to be submitted with bid responses. Plan overview shall be provided in Exhibit C – Preventative Maintenance Plan Form.**

Contractor shall be solely responsible for maintenance of all equipment used in the provision of services under the agreement up to a limit of \$5,000 annually. Maintenance in excess of \$5,000 in any year will be borne 50% by NHTI and 50% by Contractor. NHTI will be responsible for replacement of any equipment in need of replacement due to normal wear and tear during the term of this contract.

Contractor shall obtain prior approval from NHTI prior to purchasing any additional equipment or making any improvements or modification to the facility. Any additional equipment requested by Contractor shall be obtained and installed solely at Contractor's expense. Upon termination of the contract, any improvements supplied by the Contractor will become the property of NHTI.

All NHTI equipment and inventory furnished to the Contractor must be returned to NHTI at the end of the contract term in the same condition as when furnished. Contractor shall be solely responsible for replacement of any damaged or lost china, glass and silverware. NHTI and Contractor shall create an inventory documenting equipment as the commencement to the term of this Agreement. This documentation will include types of equipment, manufacture and model number, serial number, location and photos.

## **CLEANING AND SANITATION:**

Contractor agrees to assume the responsibility for the cleaning of all campus kitchens and dining areas.

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

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

The pot room and dish room will be clean and sanitized, with little or no excess water spills on the floor. The trash cans in the kitchens will all be lined with plastic liners, none will be overflowing, and all will have covers on them.

The restrooms in the Capitol Commons kitchen area will be kept in immaculate condition.

The receiving dock areas will be clean and sanitary.

All food in the walk-in refrigerators and freezers will be covered with plastic wrap or aluminum foil.

Floors will be cleaned by vacuuming, washing, or mopping. Spray wax and buff tile floors as necessary to maintain their appearance. At least semi-annually, thoroughly strip and wax all tile floors and shampoo carpets.

Steam tables, coffee urns, griddles, condiment containers and tables etc., will be cleaned at least daily.

Kitchen tables, meat grinders, knives etc., will be cleaned and sanitized after each use.

Dining room floors, tables, beverage counters and salad bars will be constantly wiped and kept in spotless condition throughout each meal.

Cooking surfaces of grills, griddles and similar cooking devices shall be cleaned at least once a day and shall be free from encrusted grease deposits and other debris.

Periodic cleaning of grease traps and exhaust hoods to insure proper working conditions.

When food service areas are not in use it is expected that these areas will be left in "ready-for-inspection" condition.

Contractor will develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. This schedule is to be submitted to appointed campus liaison for approval. Cleaning

must be sufficient to provide protective maintenance against unnecessary deterioration and provide a clean, neat, and sanitary appearance. Upon review and approval by the Campus, schedules will be posted and implemented within 30 days of the beginning of the agreement.

NHTI's goal is to be an earth friendly campus. The Contractor will use non-toxic, biodegradable (earth friendly) cleaning products that do not threaten employee health and do not negatively impact the environment. All products used must include and Materials Safety Data Sheet and be submitted to Maintenance to have on file. It is the Contractors responsibility to make sure these records are kept up to date.

Contractor shall be responsible for all laundry and janitorial service for the bathroom, kitchen and dining facilities. The parties shall jointly adopt a checklist of hygiene practices that, together with any practices recommended or mandated by Federal and State Health Department regulations and the National Association of College and University Food Services (NACUFS) shall constitute the minimum standard of care for maintaining the cleanliness of the facilities under the contract. Contractor shall be responsible for obtaining all supplies necessary to perform the services under this contract.

If NHTI is dissatisfied with overall custodial services provided of any of the food service locations, the campus may direct the hiring of an outside custodial service at the Contractor's expense

NHTI shall provide all necessary utilities, as well as trash removal from campus. Contractor will be responsible for bagging all trash generated daily. Contractor shall be responsible for disposing of trash in designated locations daily. These locations can be subject to change for special functions. Contractor will be notified within 48 hours if a change of location is needed. Contractor will be assisted by NHTI with disposal when location is temporally changed. The Contractor will comply with both present and future recycling and composting programs as adopted by campus. NHTI will provide collection bins for recyclables. It will be the Contractor's responsibility to remove such items from its spaces to the proper inside refuse and recycling containers. Contractor is to maintain all trash receptacle areas in a clean and sanitary condition at all times

## **FACILITY:**

Contractor agrees that the Bistro and the Capitol Commons may be used by both NHTI and non-NHTI groups for non-food related activities. In this circumstance, arrangement for maintenance and cleaning of the kitchen and dining areas will be worked out with NHTI and the Contractor.

NHTI reserves the right to use the Capitol Commons anytime except when such use interferes with adequate seating for scheduled meals. In such a case NHTI agrees to work out cleaning arrangements with the Contractor.

NHTI will sub-contract for a comprehensive pest control plan at each location where food is regular served. At a minimum each location will be treated for all pest twice a year, additionally, ongoing efforts



shall be employed as needed to eliminate the presence of rodents, bugs insects, or other pest at each food service location. The cost of this service will be billed to the Contractor by NHTI.

The Contractor shall provide architectural and/or descriptive plans for future enhancement of food preparation areas and service. The plans will contain estimates of cost, equipment and investments on ways to expand and/or consolidate appropriate food service for the future.

With prior written agreement between NHTI and the Contractor, if the contractor makes any investment/improvements to the premises, NHTI will take immediate title to the improvements and will amortize the amount over the life of the contract. If the agreement expires or terminates prior to the amortization of the investment, NHTI shall pay such unamortized amount to Contractor within 30 days of expiration or termination.

### **SAFETY:**

Contractor shall follow all NHTI safety and security protocols including necessary trainings to prepare for emergency situations.

Contractor is responsible for location safety. It is expected that all hallways will be kept clear of any obstructions. The Contractor will maintain state local and federal laws. Any violation or fine for areas assigned to the contractor will be at the fault of the contract. NHTI reserves the right to pass the cost, if any, to the contractor for reimbursement.

The NHTI Campus Safety will provide general security to the designated locations occupied by the Contractor. It is agreed that the campus locations assigned to the Contractor are for use solely to fulfill the Contractor's duties and the Contractor will, at all times, keep each campus' facilities secured. In the event of a violation, the contractor assumes responsibilities and will be held liable for damages, replacement of lost or stolen items if an incident does occur.

The Contractor will be responsible for the accounting for the location of any keys or locking devices provided to the Contractor at the onset of the agreement. The Contractor will be responsible for the cost of replacement of lost keys.

In the event of a break-in, or unauthorized entree into the food service areas, or property loss, it is expected that the Contractor will report the incident immediately to NHTI Campus Safety. The Contractor is responsible for reporting all incidents involving staff, customers around the premises. NHTI is not responsible for the criminal acts of third parties.

The Contractor has the right to prosecute individuals for acts of property damage, theft and fraud which pertain to the Contractors' operations at NHTI.

**VENDOR CERTIFICATIONS AND LICENSES:**

The Contractor who is awarded the contract must either be duly registered as a vendor authorized to conduct business with the State of New Hampshire or if not, will need to submit a completed Alternate W-9 form (no fee) with contract and must be willing to comply with all terms and conditions of the State of New Hampshire.

**NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:**

A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as “Domestic” (in-state) or “Foreign” (out-of-state). (Corporations, Limited Liability Companies, Trade names) See the following website to find out more about the requirements and filing fees for both classifications: A Certificate of Good Standing from the NH Secretary of State will be required to be submitted by the successful contractor along with a Corporate Resolution (or LLC as applies). <http://www.state.nh.us/sos/corporate>

The Contractor who is awarded the contract will need to complete and meet all conditions indicated on a standard Community College System of New Hampshire (CCSNH) contract.

Contractor shall be responsible for the obtaining of all licenses and permits necessary for the conduct of the food operations contemplated hereunder at NHTI, and shall comply with all applicable statutes, ordinances, rules and regulations in the performance of this contract. Any violations and fines resulting from any non-compliance is the sole responsibility of the Contractor.

The Contractor also agrees to adhere to the performance standards and criteria that are written in the current professional standards manual of the National Association of College and University Food Services (N.A.C.U.F.S.).

Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

**INSURANCE:**

Insurance will be more fully addressed at the time a CCSNH Contract is submitted after the bidding process. The Contractor awarded the contract will need to furnish an insurance certificate which includes the following:

The Contractor shall, at its sole expense, obtain and maintain in force, both for the benefit of the State, the following insurance: Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident and fire and extended coverage insurance covering all property subject

to a CCSNH Contract, covering any NHTI building while occupied by the Contractor, contract and its general provisions, in an amount acceptable to NHTI based upon fair replacement value of said buildings.

The policies described above shall be in the standard form employed by CCSNH issued by the underwriters acceptable to the System and authorized to do business in the State of New Hampshire.

The Contractor shall deposit with NHTI at the time of execution of this contract a certificate evidencing the issuance of a Workmen's Compensation Insurance Policy protecting the parties hereto from loss or damage because of liability that may be incurred by the Contractor and NHTI or either of them in the performance of the contract, when such liability shall be imposed under the Workmen's Compensation Act.

### **CONTRACT TERM AND TERMINATION:**

Unless terminated in accordance with other provisions of this agreement, the services herein described shall be performed during a term commencing on July 1, 2022 and terminating on June 30, 2027. The effectiveness of this agreement and any subsequent modifications and amendments are subject to the approval of the Board of Trustees for the CCSNH and appropriate State approval.

In the unforeseen event services provided by Contractor are not required due to circumstances beyond the control of NHTI, such as a reduction or termination of funding, NHTI shall give prompt notice to Contractor of such reduction or termination.

In the event that the Contractor shall default in the satisfactory performance of services to be performed or of any of its obligations hereunder, and such default shall not be corrected within thirty (30) days of written notice by NHTI specifying the default, then and in such event NHTI may serve an immediate notice of termination upon the Contractor and this agreement shall terminate upon the date such notice is mailed in accordance with the paragraph below. In the event of such termination, NHTI shall have all rights and remedies granted either in law or in equity.

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing, postage prepaid, addressed to the parties at the addresses set forth above.

This contract may be canceled by CCSNH upon written notice of ninety (90) days prior to the desired termination date.

The Contractor covenants to indemnify and hold harmless CCSNH from and against any and all losses suffered by CCSNH, and any and all claims, liabilities or penalties asserted against CCSNH by or on behalf of any person on account of, based on, resulting from, arising out of (or which may be claimed to have arisen out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing

herein contained shall be deemed to constitute a waiver of the sovereign immunity of CCSNH. This covenant shall survive the termination of this agreement.

The Contractor agrees to abide by all applicable federal and New Hampshire state laws, rules and regulations relating to this program.

This agreement, executed in a number of counterparts each of which shall be deemed an original, but which constitute one of the same instrument, is to be construed in accordance with the laws of the State of New Hampshire, sets forth the entire agreement between the parties, and may be cancelled, modified or amended only by a written instrument executed by NHTI and the Contractor.

It is understood and agreed by the parties hereto that in the performance of this agreement, the Contractor is in all respects an independent contractor and is neither an agent nor an employee of NHTI. The Contractor is not entitled to workers compensation or any other benefits or emoluments of employment which NHTI provides its regular employees.

All Contractor employees will comply with State of New Hampshire and NHTI policies and regulations.

**ADDITIONAL INFORMATION:**

The College reserves the right to make a written request for additional information in writing from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal.

The College reserves the right to accept or reject any or all of the proposals.

All local, state and federal regulations are to be followed. Any fines assessed NHTI due to the lack of these regulations being followed will be the responsibility of the successful bidder.

The Contractor who is awarded the contract will need to complete and meet all conditions indicated on a standard CCSNH contract; and provide a Corporate Resolution (corporations and LLC) or Partnership Certificate of Authority or Sole Proprietor Certification of Authority, whichever applies. The vendor will also need to supply a copy of a current Certificate of Good Standing from the Secretary of State.

After the Award of Bid, the Contractor shall submit a list of all employees including student employees, all subcontractor's employees, and other related personnel who will be physically required to work at NHTI. Provide the following information for each person:

Name

Employer's Company Name

The College reserves the right to require a criminal background check of any employee at Contractor's expense. The College further reserves the right to require Contractor to bar employees from work at the College who do not meet the College's requirements for employment due to criminal history, current restraining orders and/or probation, parole or bond conditions.

**ADDENDUM:**

In the event it becomes necessary to add to or revise any part of this RFP prior to the scheduled submittal date, NHTI will email addenda. Before your submission, always check for any addenda or other materials that may have been issued, which would affect the RFP.

**SUBMISSION OF RFP RESPONSE:**

Bids are due on Friday, March 11, 2022, **at 2:00pm**, and must include all of the required documents listed below. All required bid documentation should be emailed to Sean Fitzpatrick, Procurement Administrator, System Office at [sfitzpatrick@ccsnh.edu](mailto:sfitzpatrick@ccsnh.edu). To ensure your proposal was received, please verify by calling Sean Fitzpatrick at (781) 572-1076. NHTI reserves the right to accept and reject any or all proposals.

**Bid responses must include the following Documents:**

- Completed Exhibit A – Bid Form
- Completed Exhibit B – Qualifications and Experience Questionnaire
- Completed Exhibit C – Preventative Maintenance Plan Form
- Completed Exhibit D – References Form
- Vendor's W9
- Vendor's certificate of insurance

**EXHIBIT A****PROJECT: Food Service****COLLEGE NAME: NHTI – Concord's Community College****BID FORM**

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

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

Telephone Number: \_\_\_\_\_

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

**Cost Contractor will charge NHTI for board meal plans – per week, per participating student:**

	<b>2022-2023 Cost</b>	<b>2023-2024 Cost</b>	<b>2024-2025 Cost</b>	<b>2025-2026 Cost</b>	<b>2026-2027 Cost</b>
19 Meals per Week	\$	\$	\$	\$	\$
15 Meals per Week	\$	\$	\$	\$	\$

**Capitol Commons meal cash price:**

	<b>2022-2023 Cost</b>	<b>2023-2024 Cost</b>	<b>2024-2025 Cost</b>	<b>2025-2026 Cost</b>	<b>2026-2027 Cost</b>
Breakfast	\$	\$	\$	\$	\$
Brunch	\$	\$	\$	\$	\$
Lunch	\$	\$	\$	\$	\$
Dinner	\$	\$	\$	\$	\$
NHPSTC Daily Coffee	\$	\$	\$	\$	\$

**Cash Sale Commissions:**

	<b>Cash Sale Commission to NHTI</b>
Commission Rate	%

**Commuter/Faculty/Staff Plan Option(s):**

	Number of Meals per Semester	Flex Dollars Included per Semester	2022-2023 Cost	2023-2024 Cost	2024-2025 Cost	2025-2026 Cost	2026-2027 Cost
Option A			\$	\$	\$	\$	\$
Option B			\$	\$	\$	\$	\$
Option C			\$	\$	\$	\$	\$
Option D			\$	\$	\$	\$	\$
Option E			\$	\$	\$	\$	\$
Option F			\$	\$	\$	\$	\$

**Capital Improvement Contribution:**

	Amount Paid at Contract Execution
Contractor's Contribution	\$

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Acknowledging Inclusion of Addendum:

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

***This bid must be signed by a person authorized to legally bind the bidder.***

**EXHIBIT B**

**PROJECT: Food Service**

**COLLEGE NAME: NHTI - Concord's Community College**

**QUALIFICATIONS AND EXPERIENCE QUESTIONNAIRE**

**Please attach a separate answer sheet if necessary**

1. The work, if awarded to you, will have the resident personal supervision of whom? State his/her name, title, and their special qualifications.  

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2. (a) Provide a brief history of your firm. (b) Demonstrate that your firm has provided satisfactory work on similar projects.  
a)  

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b)  

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3. Please describe your continuous improvement plan.  

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4. Please describe your contingency plan to ensure adequate coverage of staff in the event of an employee's failure to report for their assigned shift.  

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5. Please include any additional information related to your planned execution of the above Scope of Work that you feel may be helpful for NHTI while evaluating your bid.  

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**EXHIBIT C**

**PROJECT: Food Service**

**COLLEGE NAME: NHTI – Concord's Community College**

**PREVENTATIVE MAINTENANCE PLAN FORM**

- 1) Please describe your preventative maintenance plan for all equipment used by Food Service staff.

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- 2) Please describe your cleaning and sanitation plan for all Food Service areas, including kitchens, serving areas, dining areas, etc.

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**Please attach any additional information regarding your proposed Preventative Maintenance Plan**

**EXHIBIT D**

**PROJECT: Food Service**

**COLLEGE NAME: NHTI – Concord's Community College**

**REFERENCES FORM**

Bidders are to provide evidence of qualifications with the bid. List three examples of experience with full responsibility for work of a similar size within the New England region.

NAME OF REFERENCE PROJECT	_____
Location of Project	_____
Date work performed	_____
Name of Owner	_____
Contact Name & Phone Number	_____
Description of Project	_____
Approx. Contract value	_____

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NAME OF REFERENCE PROJECT	_____
Location of Project	_____
Date work performed	_____
Name of Owner	_____
Contact Name & Phone Number	_____
Description of Project	_____
Approx. Contract value	_____

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NAME OF REFERENCE PROJECT	_____
Location of Project	_____
Date work performed	_____
Name of Owner	_____
Contact Name & Phone Number	_____
Description of Project	_____
Approx. Contract value	_____

