



REQUEST FOR PROPOSALS

FOR

Food Service

At

Nashua Community College

Issued by the

Community College System of New Hampshire

RFP #CON23-01

Date of Issue: May 10, 2023

Proposals must be received no later than
2:00 PM on June 2, 2023

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

Sean Fitzpatrick, System Office Procurement at 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.

Nashua Community College (NCC), a component college of the Community College System of New Hampshire, hereinafter referred to as NCC, invites food service management companies, hereafter 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 3:00 p.m. EST, June 2, 2023.** Proposals shall be emailed to Purchasing@ccsnh.edu

All proposals shall be guaranteed for an acceptance period of at least 90 days after the proposal deadline. This solicitation does not commit NCC or the Community College System of New Hampshire (CCSNH) 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. NCC 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 NCC to do so.

Contract Term:

The term of any resulting contract shall end on or before June 30, 2026, with possibility of two one-year extensions upon mutual agreement of both parties.

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

Additional Information:

Nashua Community College reserves the right to make a written request for additional information from a Contractor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

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

Required Material Safety Data Sheets (MSDS) for material brought on site by the successful bidder must be available on site at all times.

All local, state and federal regulations are to be followed. Any fines assessed to Nashua Community College 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 a contract (sample attached), be registered with the NH Secretary of State and provide a Corporate Resolution (corporations/LLC) or Partnership Certificate of Authority or Sole Proprietor Certification of Authority, whichever applies, to show the individual signing the contract is authorized to do so.

Insurance

The Contractor awarded the contract shall, at its sole expense, obtain and maintain in force, an insurance certificate Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

The certificates are required to name Nashua Community College and CCSNH as additional insured.

The certificates shall contain a clause prohibiting cancellations or modifications of the policy earlier than 10 days after written notice thereof has been received by Nashua Community College.

Mandatory Pre-Proposal Meeting

There will be a mandatory pre-proposal meeting on Tuesday, May 23, 2023 at 1:00 p.m. in the Café 505 on the campus. Attendance at the pre-proposal meeting is a prerequisite to having a proposal considered during the evaluation process. Contractors will be given a tour of all Food Service production facilities immediately following the meeting. This will be the only opportunity for Contractors to visit food production areas and dining facilities. In the interest of fairness, visitation teams will be limited to 2 persons. Questions regarding the meaning or interpretation of the RFP, attachments and specifications shall be requested in writing and must be submitted 48 hours prior to the mandatory pre-proposal meeting. Answers to all questions will be provided in writing via an RFP addendum. Please direct questions or correspondence regarding the RFP to:

Sean Fitzpatrick
Community College System of NH
Purchasing@ccsnh.edu

Visiting the campus unannounced is not recommended. Prior notification of intent to visit should be made to the above staff member. Surprise visits to the facility or the offices of other college staff are not recommended.

SCHEDULE OF KEY EVENTS

Issue of Request for Proposal: May 10, 2023

Mandatory Pre-Proposal Meeting: May 23, 2023 at 1:00 PM

Proposal Due Day & Time: June 2, 2023 at 3:00 PM

Award and Notification to Successful Contractor: June 19, 2023

Commencement of Services: August 7, 2023

Award:

This contract will be awarded based on the following evaluation criteria:

1. Proposed approach and overall suitability of the response for current and future needs of NCC with focus on firm's response to the Scope of Work including services and program support offered
2. Competitiveness and stability of pricing for Café Services and Catering menus
3. References from other companies/institutions (particularly those in higher education) for which your Firm has provided similar programs
4. Commissions offered/financial return for café services and vending machine management
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 perceived ability of Firm to fulfill the contract

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

Nashua Community College reserves the right to waive any and all informalities in its best interest.

DEFINITION OF TERMS

1. The term "gross receipts" shall be defined as the amount paid to the Contractor by the NCC community for meals, catering, and all other receipts received by Contractor in providing food service to NCC.
2. The term "net receipts" shall be defined as total gross receipts less applicable state and local sales taxes.
3. 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 calendar is available upon request.
4. The term "fiscal year" when used herein shall mean the twelve (12) calendar months, beginning July 1st of each year and ending with June 30th 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 NCC.
5. The term academic year, when used, will be approximately thirty-four (34) weeks as per the NCC calendar.

6. Special functions: The Contractor shall provide food service to special parties, conferences, and functions authorized by NCC 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.
7. The term “commissions” shall be defined as monies to be paid to NCC by the Contractor equal to a defined percentage of net receipts.
8. Homemade products are those that are prepared or baked on site daily.

INSTRUCTIONS

1. Proposals will be received for items specified herein or attached hereto under the terms and conditions of this proposal and general specifications attached.
2. 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. A corporation must indicate place and date of incorporation.
3. 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 NCC. If significant errors or omissions are found in the requirements of the RFP, the proposal will be rejected.
4. Proposals should include a sample menu; however, unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective quotation are not desired. Elaborate art work, expensive paper and bindings and expensive visual or other presentation aids are neither necessary nor desired.
5. 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 NCC's sole discretion. Proposals will be evaluated based upon the information submitted and the quality of the service proposed.
6. Should any ambiguity or conflict in the RFP become apparent to any Contractor prior to the mandatory pre-proposal meeting, the Contractor shall promptly apply to the NCC Administration for a written interpretation. The information given in response will be sent to all Contractors in attendance at the meeting by an RFP addendum. Any addendum to the RFP will be issued in writing and 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 NCC Administration.
7. 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.
8. The Contractor must bear all costs associated with the preparation of the proposal and of any oral presentation requested by NCC.
9. No Contractor gratuities nor potential for NCC officials to benefit shall be offered or attempted to be applied in an effort to affect the evaluation process.
10. An oral presentation by one or more Contractors may be required after written proposals are received by NCC. If NCC requires such a presentation, the NCC Administration will schedule a time and place. Each firm 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.

11. The Contractor must, upon request of NCC, furnish satisfactory evidence of its ability to provide products or services in accordance with the terms and conditions of the RFP. The Contractor must satisfy NCC that the Contractor is able to meet the conditions of the agreement without subcontracting.
12. 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.
13. Proposals submitted prior to the scheduled date will be held in the Business Office. No proposals will be opened prior to the opening date of June 2, 2023.
14. A contract shall be awarded to the Contractor whose proposal is determined to be most advantageous to NCC. NCC will not accept any proposal based on price alone, but will make an award based on the evaluation of factors set forth above. NCC further reserves the right to reject any and all proposals, and NCC will be the sole judge as to whether the Contractor's proposal has or has not satisfactorily met the requirements of this RFP.
15. Contractors are cautioned that NCC 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. NCC may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial proposal should be submitted on the most favorable and complete operating and technical terms possible.
16. The Contractor will provide a minimum of 3 references preferably from New England based colleges, schools, or businesses when submitting the proposal.
17. All required bid documentation should be emailed to Sean Fitzpatrick, Procurement Administrator, System Office at purchasing@ccsnh.edu. Confirmation of receipt will be sent within 24 hours.

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
- Sample Catering menu with pricing
- Sample Café Services menu with pricing and proposed hours of operation
- Sample list of items to be stocked in vending machines with pricing
- Vendor's W9
- Vendor's certificate of insurance (sample is acceptable)

SCOPE OF SERVICES

1. FOOD SERVICE PROGRAM

NCC expects that the Contractor will partner with the campus community to provide a friendly and responsive food service operation. Students, faculty, staff, and guests expect a dining and catered experience that rivals those found in the most popular commercial restaurants. Good variety, great taste, freshness, authenticity, healthy choices, ambiance, 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 comfortable atmosphere. The contractor will have its own sales system to track volume of sales and type of sales.

The Food Service program at NCC consists of three components:

- Café Services
- Catering
- Vending Machine Management

Subcontracting for any food services will not be allowed.

- 1.1 Contractor is to work closely with NCC and receive their approval in the determination of policies, practices, prices and menus, including time and length of service for each meal.
- 1.2 Contractor shall furnish meals and other food and beverage products at the time and place specified by NCC.
- 1.3 Contractor shall assume full responsibility for the purchase, preparation, cooking, and sensory pleasing food presentation at all serving areas.
- 1.4 Each day's menu will be written with nutrition and eye appeal considered as important as cost and popularity.
- 1.5 There will be a food service advisory team made up of students, NCC representatives, and a representative from the Contractor. It will be the responsibility of the team to review NCC concerns, complaints, customer service satisfaction assessments, new food service related initiatives, and make appropriate recommendations to the Contractor.
- 1.6 The Contractor will have a plan for continuous improvement of the current food service program, and for the recommendation for the delivery of new food service trends that may be available to and approved by NCC. Any changes to prices will be presented to NCC on August 1st for the following academic year.
- 1.7 The contractor will conduct an NCC approved, campus wide, customer service satisfaction assessment of the food service program a minimum of one time per semester (fall and spring) and share the results with the NCC Administrator in a timely manner.

2. GENERAL SPECIFICATIONS

- 2.1 The food served must be nutritious, wholesome, palatable, and of good quality. The question of quality will be referred to the administrative bodies of NCC whose judgment shall be final in determining adequacy of quality performance.
- 2.2 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 be ready for serving at progressive periods during the meal.
- 2.3 The Contractor will have and utilize a standard recipe service. Cooks and bakers will be required to follow standard recipes for all production items.
- 2.4 All bakery items are to be served fresh daily.
- 2.5 The Contractor, working with authorized staff members of NCC and student committees, shall provide a variety of programs and special dinners for students at no additional charge. These shall range from holiday dinners to special "theme" dinners, complete with, decorations and music as appropriate for the occasion. These shall occur throughout the academic year and will be coordinated with the college's special events, such as the traditional Thanksgiving Dinner and events planned by the Student Senate. 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 NCC, no later than one week prior to the start of each semester.
- 2.6 Certain food accompaniments will automatically be served with some dishes and placed on the condiment table. Examples include but are not limited to applesauce with pork, cranberry sauce with turkey, tartar (sauce) and lemon slices with fish, vinegar with greens and mint jelly with lamb.
- 2.7 Cream, sugar and appropriate sugar substitutes will always be available next to coffee; ice will be available next to the tea; and butter will be available next to the bread.
- 2.8 Menus will be prominently posted at each station in the kitchens and in the dining areas and will be distributed through appropriate campus publications and/or computer services.
- 2.9 Special diets for students, faculty, and staff or elimination of foods from the menu 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.
- 2.10 The following minimum food specifications are established and shall be maintained:
 - Beef and Veal, USDA Choice
 - Pork and Lamb, USDA Choice
 - 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 "A1" FancyNCC reserves the right to periodically review all invoices to ensure these specifications are being met.
- 2.11 NCC is a strong proponent of protecting and preserving our environment. We discourage the use of Styrofoam and other products that have a harmful impact. Please describe how your organization will do its part to address this important concern here at NCC.

3. CAFE SERVICES AT NCC

Presently, at NCC, there is a Cafeteria just outside of the kitchen area that seats approximately 200 guests. Contractor shall utilize the kitchen with existing equipment and the dining area to provide services to the NCC community. Contractor shall receive payments direct from NCC community patrons on a cash/credit card basis at the point of sale. Contractor will pay a commission to NCC based a percentage of net receipts. The commission percentage is to be proposed by Contractor. Historical Café Services sales data is listed in Appendix B.

The facility will serve breakfast, lunch, and dinner to the NCC campus community. Current hours of operation are listed below. NCC is open to alternate hours of operation to be proposed by bidder.

Breakfast 7:00am— 10:30am

Lunch 11:00am—3:00pm

Dinner 4:00 — 8:00 pm

Examples of past menus are below. NCC is open to reviewing proposed menus of different types and varieties.

Breakfast

Fresh-frozen orange juice and other juices, fresh fruits, eggs, bacon, baked pastries, baked specialty breads, assorted beverages including: coffee, teas, hot chocolate and milk (whole, low fat, skim and chocolate), Breakfast bar with choices including cereals, condiments and fruits, hot cereal

Lunch and Dinner

Special Low Cost Menu

Choice of several items at a low cost 1 -3 dollars that can make a low-cost meal under 5 dollars.

Examples: pizza by the slice, subs by the inch or half sandwiches, hotdogs, etc.

Hot Foods

Lasagna, burritos, stir fry, chili, pizza, wraps, soups, burgers, tofu, chicken, steak, roast beef, poultry, ham, pork roast, chops, fish, and shrimp. Vegetables; corn, green, beans, peas, carrots, asparagus, and broccoli.

Deli Foods

Roast beef, turkey, ham, pastrami or corned beef, sandwich spreads (tuna salad, ham salad, chicken salad, vegetarian, cheese, etc.), sliced assorted cheeses, breads, white, rye, French, pumpernickel, buttermilk, and diet,

Grill

-Hamburgers, Cheeseburgers, hotdogs, grilled cheese, chicken burgers, French fries, onion rings, sausage, cheese steak

Soup and Salad

-Salad bar paid by weight of salad, hot soups clam chowder, tomato, chicken noodle, French onion

Beverages

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

4. CATERING

- 4.1 Catering services are to be invoiced to NCC as services are performed.
- 4.2 Historical catering revenues are listed in Appendix B
- 4.3 The Contractor must demonstrate the knowledge, experience and capability necessary to perform in a first class, professional manner on campus. The Contractor will provide a minimum of 3 references preferably from New England based colleges, schools, or businesses when submitting the proposal with whom you have provided a variety of catering services to.
- 4.4 Catering menus, portions and prices will be approved by NCC for all such services offered. NCC reserves the right to review and/or reject catering for functions which are not related to NCC.
- 4.5 A complete catering brochure outlining menu will be available to NCC for review and approval prior to August 1st of each contract year. Variations on catering menu items are subject to written agreement between the contractor and purchasers.
- 4.6 The Contractor will be given right of first refusal for catering on campus. NCC reserves the right to use other Services for special events. Outside caterers must have senior management approval.
- 4.7 Outside catering will not have access to the contractor's kitchen or any of their equipment.

5. VENDING MACHINE MANAGEMENT

- 5.1 NCC currently has three vending machines on campus, two for beverages and one for food items.
- 5.2 Contractor will be responsible for monitoring vending machine stock levels, ordering replacement food/beverage items and restocking machines as needed.
- 5.3 Contractor shall stock vending machines with a variety of non-perishable food items and beverages, including healthy options.
- 5.4 Contractor will pay a commission to NCC based a percentage of net receipts from vending machines. The commission percentage is to be proposed by Contractor.
- 5.5 Contractor's mark-up percentage on vending machine items must be agreed upon by NCC and Contractor.

6. FINANCIAL, ACCOUNTING METHODS, AND PAYMENT

- 6.1 Contractor shall inform NCC of the scheduled prices for meals and other food and beverage products in order that the Contractor may plan meals within the budget structure.
- 6.2 For the first year, 2023-2024, the food prices need to be detailed in the proposal per Exhibit A. Subsequent years' pricing will be subject to negotiation with NCC.
The Contractor must submit requests for price changes and justification on or before August 1st of each year; the Consumer Price Index should be used as a guide. Disapproval of requested increases and failure to mutually agree to changes shall be considered a failure of performances within the terms of this Agreement.
- 6.3 Contractor shall furnish meals and food on a credit card and cash basis; these prices will be competitive with the local area market rates.
- 6.4 Contractor agrees to pay NCC a commission based on a proposed percentage (outlined in the response) of all net receipts.
- 6.5 Payments made by the contractor to NCC relative to net receipts will be rendered monthly within 15

days after the end of the month. Said payments are to be forwarded directly to the Business Office of NCC and should include details of total monthly sales.

- 6.6 All gross income received by the Contractor from all credit card and 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.
- 6.7 The Contractor shall maintain such permanent books of account 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 NCC CFO on October 15, January 15, April 15, and July 15. The books and records required shall be available at all times for inspection by NCC for the total food service operation.
- 6.8 NCC shall have authority to audit the Contractor's books and records in order to protect the public interest. Such audits shall be supervised by the CFO at NCC, and shall be made as he/she deems necessary to protect the State.
- 6.9 The Contractor shall provide to NCC at the time of the 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 the Community College System of New Hampshire or either of them in the performance of the contract, when such liability shall be imposed under the Workmen's Compensation Act.
- 6.10 The Contractor shall provide to NCC at the time of the execution of this contract, a certificate evidencing their loss or damage because of liability that maybe incurred by the State and the Contractor or either of them in the performance of the contract, when such liability is imposed on account of illness, injury to, or death of a person or persons. Said policy shall provide for a liability limit on account of each accident resulting in illness, bodily injury, or death in amounts of not less than \$1,000,000.00 per claim and \$2,000,000.00 aggregate.
- 6.11 The Contractor shall deposit with NCC at the time of the execution of the contract, a certificate evidencing the issuance of a fire legal liability insurance policy covering loss by fire to any NCC building while occupied by the Contractor, including the CCSNH as named insured, as their interest may appear, and in amounts of coverage acceptable to NCC based upon fair replacement value of said buildings.

7. PERSONNEL

- 7.1 Contractor shall hire and be the sole employer of all persons. The Contractor will have a full-time Chef Manager or Supervisor to manage the café operations. The Contractor will maintain an adequate staff of its employees on duty during all hours of operation. The Contractor will provide such expertise as needed (e.g. administrative, dietetic, purchasing and equipment consultation, personnel advice and supervision) to ensure quality food service to NCC.
- 7.2 Contractor will assign for duty only employees acceptable to NCC. Assignments of management personnel must be approved by NCC and no changes in management personnel will be made without prior consultation and consent.
- 7.3 NCC reserves the right to require the replacement of any management personnel because of operating difficulties determined to be the result of on-site management.

- 7.4 The Contractor must provide sufficient personnel to ensure prompt service to patrons and must have adequately trained relief of personnel to substitute for absent regular employees.
- 7.5 Contractor will consider using NCC students for part-time work, in the performance of this contract provided the use of such students does not interfere with the efficient performance of the Contractor's duties hereunder. Students will work under the supervision of, and be paid by, the Contractor at a rate of at least the prevailing federal minimum wage.
- 7.6 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 procedures, safety and sanitation, and customer service, which will ensure that all employees perform their jobs with the highest standards of efficiency, courtesy, and sanitation.
- 7.7 All employees must be able to meet background check requirements. NCC will require vendor to supply this information with all current employees and new hires at their cost.

8. FACILITIES

- 8.1 NCC shall furnish the Contractor the facilities and equipment in existence at the time of contract execution for the performance of Contractor's services. A list of equipment owned by the college is listed in Appendix A.
- 8.2 All NCC equipment and inventory furnished to the contractor must be returned to NCC at the end of the contract term in the same condition as when furnished.
- 8.3 NCC shall provide all necessary utilities, pest control, garbage and rubbish removal from the loading areas.
- 8.4 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 NCC-owned equipment (or any part thereof) is in need of replacement, NCC shall be responsible for any such replacement. The Contractor may provide any labor associated with such replacement.
 - b. Furnish laundry, cleaning and supply requirements applicable to its services.
- 8.5 Contractor agrees to assume the responsibility for the cleaning of all campus kitchens and dining areas.
 - A. 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;
 - B. 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:
 - Bathing daily; Keeping fingernails short and clean;
 - Wearing clean outer clothing;
 - Using hairnets, caps or lacquer spray when hair is longer than six (6) inches (applies to both male and female employees);
 - Removing wristwatches and rings, except plain wedding band, during the preparation and service of food;
 - 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;
 - Reporting symptoms of infectious diseases, including colds, to medical authorities.
 - C. The kitchen will be immaculate and meet all State and City code regulations. 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 supplies.

- D. The pot area and dish area 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.
 - E. The receiving areas will be clean and sanitary.
 - F. All food in the refrigerators and freezers will be covered with plastic wrap or aluminum foil.
 - G. Floors will be cleaned by vacuuming, washing, or mopping.
 - H. Steam tables, coffee urns, griddles, condiment containers and tables, etc. will be cleaned at least daily.
 - I. Kitchen tables, meat grinders, knives, etc. will be cleaned and sanitized after each use.
 - J. Dining room tables, beverage counter (water/ice dispenser) and condiment counter (including microwaves), will be constantly wiped and kept in spotless condition throughout each meal.
 - K. 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.
- 8.6 Contractor agrees that NCC Cafeteria may be used by both NCC and non-NCC groups for non-food related activities. In this circumstance, arrangement for maintenance and cleanliness of the kitchen and dining areas will be worked out with NCC and the Contractor.
- 8.7 NCC reserves the right to use the Cafeteria anytime. In such a case NCC agrees to work out cleaning arrangements with the Contractor.
- 8.8 All additional equipment and improvements deemed necessary by the Contractor shall be provided at their own expense, and shall be responsible for all necessary electrical, plumbing and ventilating installations in accordance with existing state and federal codes. Approval of food services layouts proposed by the Contractor must be obtained from NCC. Upon termination of the contract, any improvements supplied by the Contractor will become the property of NCC.
- 8.9 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.
- 8.10 With prior written agreement between NCC and the Contractor if the Contractor makes any investment/improvements to the premises, NCC should 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 full amortization of the investment, NCC shall pay such unamortized amount to contractor within 30 days of expiration or termination.
- 8.11 The NCC will from time to time need the cafeteria space to host events such as orientation and job fairs, for example. The college will notify the contractor in advance of an event and time requirements.
- 8.12 The Contractor will work with the Department Chair for Culinary Arts on equipment in Café 505 and the culinary classroom that may be shared during normal business operation and classes.

9. LICENSES

- 9.1 Contractor shall be responsible for the obtaining of all licenses and permits necessary for the conduct of the food operations contemplated hereunder at NCC, 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.

- 9.2 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.).

10. CONTRACT TERM AND TERMINATION

- 10.1 Unless terminated in accordance with other provisions of the Agreement, the Services herein described shall be performed during a term commencing on August 7, 2023 and terminating on June 30, 2026. Two additional one-year extensions can be approved by the college without undergoing a full bid process. The effectiveness of the Agreement and any subsequent modifications and amendments are subject to the approval of NCC.
- 10.2 The Contractor must provide all OMB Assurances.
- 10.3 In the event that NCC is required to provide the services herein described, or is required by NCC to discontinue this program or use the facilities for any other purpose, NCC shall give prompt notice of any such reduction or termination of funds. If such notice is not given, NCC will be liable to Contractor for payment for services rendered until such notice is given.
- 10.4 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 NCC specifying the default, then and in such event NCC may serve an immediate notice of termination upon the Contractor, and the Agreement shall terminate upon the date such notice is mailed in accordance with the paragraph below. In the event of such termination, NCC shall have all rights and remedies granted either in law or in equity.
- 10.5 Any notice by a party hereto to the other party shall be deemed to have duly delivered or given at the time of mailing, postage prepaid, addressed to the parties at the addresses set forth above.
- 10.6 The contract may be canceled by either party upon written notice ninety (90) days prior to the desired termination date.
- 10.7 The Contractor shall covenant to indemnify and hold harmless NCC from and against any and all losses suffered by NCC, and any and all claims, liabilities or penalties asserted against NCC by or on behalf of any person on account of, based on, resulting from, arising out of (or which maybe claimed to have arisen out of) the acts or omissions of the Contractor. This covenant shall survive the termination of the Agreement.
- 10.8 The Contractor shall agree to abide by all applicable federal and state laws, rule and regulations relating to this program and the use of federal and state funds.
- 10.9 The Agreement, executed in a number of counterparts each of which shall be deemed an original but which constitute one and the same instrument, is to be construed in accordance with the laws of the State of New Hampshire, shall set forth the entire Agreement between the parties, and may be cancelled, modified or amended only by a written instrument executed by NCC and the Contractor and, if necessary, CCSNH. The section headings are used only as a matter of convenience and are not to be considered a part of the Agreement or to be used in determining the intent of the parties to it.
- 10.10 It is understood and agreed by the parties hereto that in the performance of the Agreement, the Contractor is in all respects an independent contractor and is neither an agent nor an

employee of NCC. The Contractor is not entitled to workers compensation or any other benefits or emoluments of employment which the NCC provides its regular employees.

10.11 All Contractors' employees will comply with NCC policies and regulations.

10.12 See also Form Contract for Services attached hereto.

Contractor's Initials: _____

Date: _____

Appendix A

Major Equipment

Double door freezer
Double door coolers – 2
Countertop cooler – stationary
Flat top grill
Char broiler grill
Two burner gas hot plate
Refrigerated drawers – 4
Gas fryers – 2
Under counter freezer
Lincoln pizza ovens – 2
Refrigerated pizza unit (1 door)
Pizza warmer
Soup kettle
Four well steamtable
Smoothie blender
Deli slicer
Refrigerated deli unit (2 door)
Panini press
Double door merchandiser
Conveyor toaster – 2
Convection oven (Culinary lab)

Appendix B
Historical Sales

School Year	Student Enrollment	Net Receipts	Avg Sales/All Students	# of Catering Events	Catering Revenue	Total
2018-2019	1,600	\$142,328.30	\$88.96	101	\$35,344.20	\$177,672.50
2019-2020	1,429	\$119,192.01	\$83.41	73	\$45,875.18	\$165,067.19
2020-2021	1,233	\$4,576.50	\$3.71	9	\$7,077.00	\$11,653.50
2021-2022	1,092	\$55,763.00	\$51.07	127	\$64,626.56	\$120,389.56
2022-2023 YTD	1,096	\$77,723.25	\$70.92	95	\$49,269.00	\$126,992.25

EXHIBIT A

PROJECT: Food Service

COLLEGE NAME: Nashua Community College

BID FORM

Company Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Catering:

Please include a sample catering menu with pricing

Café Services:

Please include a sample café menu with pricing and proposed hours of operation

Please identify the commission rate paid to NCC from Café Services sales (between 0% and 10%):

	2023-2024	2024-2025	2025-2026
Commission Rate from Net Receipts	%	%	%

Vending Machine Management:

Please include a sample list of items to be stocked in food/beverage vending machines with pricing

Please identify the commission rate paid to NCC from Vending Machine sales (between 0% and 10%) and your mark-up percentage for items (can be a range):

	2023-2024	2024-2025	2025-2026
Commission Rate from Net Receipts	%	%	%
Mark-up Percentage of Items	%	%	%

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: Nashua 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.

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

a)

b)

3. Please describe your continuous improvement plan.

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

EXHIBIT C

PROJECT: Food Service

COLLEGE NAME: Nashua Community College

PREVENTATIVE MAINTENANCE PLAN FORM

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

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

Please attach any additional information regarding your proposed Preventative Maintenance Plan

EXHIBIT D

PROJECT: Food Service

COLLEGE NAME: Nashua 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 _____

Description of Project _____

NAME OF REFERENCE PROJECT _____

Location of Project _____

Date work performed _____

Description of Project _____

NAME OF REFERENCE PROJECT _____

Location of Project _____

Date work performed _____

Description of Project _____